

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

FORM 10-K

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934
For fiscal year ended December 31, 2015

Commission File Number: 1-4018

Dover Corporation

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or organization)

53-0257888

(I.R.S. Employer
Identification No.)

3005 Highland Parkway
Downers Grove, Illinois 60515
(Address of principal executive offices)

Registrant's telephone number: (630) 541-1540

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of Each Class</u>	<u>Name of Each Exchange on Which Registered</u>
Common Stock, par value \$1	New York Stock Exchange
2.125% Notes due 2020	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act:

None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Act. Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files.) Yes No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§ 229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer Accelerated filer Non-accelerated filer Smaller reporting company

(Do not check if a smaller reporting company)

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

The aggregate market value of the voting and non-voting common stock held by non-affiliates of the registrant as of the close of business on June 30, 2015 was \$10,980,690,400. The registrant's closing price as reported on the New York Stock Exchange-Composite Transactions for June 30, 2015 was \$70.18 per share. The number of outstanding shares of the registrant's common stock as of January 29, 2016 was 155,009,407.

Documents Incorporated by Reference: Part III — Certain Portions of the Proxy Statement for Annual Meeting of Shareholders to be held on May 5, 2016 (the "2016 Proxy Statement").

Special Note Regarding Forward-Looking Statements

This Annual Report on Form 10-K, especially "Management's Discussion and Analysis of Financial Condition and Results of Operations," contains "forward-looking" statements within the meaning of the Private Securities Litigation Reform Act of 1995, as amended. Such statements relate to, among other things, operating and strategic plans, income, earnings, cash flows, foreign exchange, changes in operations, acquisitions, industries in which Dover businesses operate, anticipated market conditions and our positioning, global economies, and operating improvements. Forward-looking statements may be indicated by words or phrases such as "anticipates," "expects," "believes," "suggests," "will," "plans," "should," "would," "could," and "forecast," or the use of the future tense and similar words or phrases. Forward-looking statements are subject to inherent risks and uncertainties that could cause actual results to differ materially from current expectations, including, but not limited to, oil and natural gas demand, production growth, and prices; changes in exploration and production spending by Dover's customers and changes in the level of oil and natural gas exploration and development; changes in customer demand and capital spending; economic conditions generally and changes in economic conditions globally and in markets served by Dover businesses, including well activity and U.S. industrials activity; Dover's ability to achieve expected savings from integration and other cost-control initiatives, such as lean and productivity programs as well as efforts to reduce sourcing input costs; the impact of interest rate and currency exchange rate fluctuations; the ability of Dover's businesses to expand into new geographic markets; Dover's ability to identify and successfully consummate value-adding acquisition opportunities or planned divestitures; the impact of loss of a significant customer, or loss or non-renewal of significant contracts; the ability of Dover's businesses to develop and launch new products, timing of such launches and risks relating to market acceptance by customers; the relative mix of products and services which impacts margins and operating efficiencies; increased competition and pricing pressures; the impact of loss of a single-source manufacturing facility; short-term capacity constraints; increases in the cost of raw materials; domestic and foreign governmental and public policy changes or developments, including environmental regulations, conflict minerals disclosure requirements, tax policies, and export/import laws; protection and validity of patent and other intellectual property rights; the impact of legal matters and legal compliance risks; conditions and events affecting domestic and global financial and capital markets; and a downgrade in Dover's credit ratings which, among other matters, could make obtaining financing more difficult and costly. Certain of these risks and uncertainties are described in more detail in "Item 1A. Risk Factors" of this Annual Report on Form 10-K. Dover undertakes no obligation to update any forward-looking statement, except as required by law.

The Company may, from time to time, post financial or other information on its Internet website, www.dovercorporation.com. The Internet address is for informational purposes only and is not intended for use as a hyperlink. The Company is not incorporating any material on its website into this report.

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PART I

ITEM 1. BUSINESS

Overview

Dover is a diversified global manufacturer delivering innovative equipment and components, specialty systems and support services through four major operating segments: Energy, Engineered Systems, Fluids, and Refrigeration & Food Equipment. The Company's entrepreneurial business model encourages, promotes, and fosters deep customer engagement and collaboration, which has led to Dover's well-established and valued reputation for providing superior customer service and industry-leading product innovation. Unless the context indicates otherwise, references herein to "Dover," "the Company," and words such as "we," "us," and "our" include Dover Corporation and its subsidiaries. Dover was incorporated in 1947 in the State of Delaware and became a publicly traded company in 1955. Dover is headquartered in Downers Grove, Illinois and currently employs approximately 26,000 people worldwide.

Dover's businesses are aligned in four segments and organized around our key end markets focused on growth strategies. The segment structure is also designed to provide increased opportunities to leverage Dover's scale and capitalize on productivity initiatives. Dover's four segments are as follows:

- Our Energy segment, serving the Drilling & Production, Bearings & Compression, and Automation end markets, is a provider of customer-driven solutions and services for safe and efficient production and processing of fuels worldwide and has a strong presence in the bearings and compression components and automation markets.
- Our Engineered Systems segment is comprised of two platforms, Printing & Identification and Industrials, and is focused on the design, manufacture and service of critical equipment and components serving the fast-moving consumer goods, digital textile printing, vehicle service, environmental solutions and industrial end markets.
- Our Fluids segment, serving the Fluid Transfer and Pumps end markets, is focused on the safe handling of critical fluids across the retail fueling, chemical, hygienic, oil and gas and industrial end markets.
- Our Refrigeration & Food Equipment segment is a provider of innovative and energy efficient equipment and systems serving the commercial refrigeration and food service end markets.

The following table shows the percentage of total revenue and segment earnings generated by each of our four segments for the years ended December 31, 2015, 2014 and 2013:

	Revenue			Segment Earnings		
	2015	2014	2013	2015	2014	2013
Energy	21%	26%	26%	17%	34%	35%
Engineered Systems	34%	31%	30%	36%	29%	27%
Fluids	20%	18%	18%	26%	19%	17%
Refrigeration & Food Equipment	25%	25%	26%	21%	18%	21%

Management Philosophy

Our businesses are committed to operational excellence and to being market leaders as measured by market share, customer service, growth, profitability, and return on invested capital. Our operating structure of four business segments allows for focused acquisition activity, accelerates opportunities to identify and capture operating synergies, including global sourcing and supply chain integration, and advances the development of our executive talent. Our segment and executive management set strategic direction, initiatives and goals for our operating companies, and also provide oversight, allocate and manage capital, are responsible for major acquisitions, and provide other services. We foster an operating culture with high ethical standards, trust, respect, and open communication, designed to allow individual growth and operational effectiveness.

In addition, we are committed to creating value for our customers, employees, and shareholders through sustainable business practices that protect the environment and the development of products that help our customers meet their sustainability goals.

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We have accelerated our efforts and processes around innovation, focusing on technologies which create tangible value for our customers.

Our companies are increasing their focus on efficient energy usage, greenhouse gas reduction, and waste management as they strive to meet the global environmental needs of today and tomorrow.

Company Goals

We are committed to driving shareholder return through three key objectives. First, we are committed to achieving annual organic sales growth of 3% to 5% over a long-term business cycle, absent extraordinary economic conditions, complemented by acquisition growth. Second, we continue to focus on segment margin expansion through productivity initiatives, including supply chain activities, targeted, thoughtful restructuring activities, strategic pricing, and portfolio shaping. Third, we are committed to generating free cash flow as a percentage of sales greater than 11% through strong performance, productivity improvements, and active working capital management. We support these goals through (1) alignment of management compensation with financial objectives, (2) well-defined and actively managed merger and acquisition processes, and (3) talent development programs.

Business Strategy

To achieve our goals, we are focused on execution of the following three key business strategies:

Positioning ourselves for growth

We have aligned our business segments to focus on the needs of customers in key end markets that are well-positioned for future growth. We capitalize on our expertise while maintaining an intense focus on our customers and their needs. We maintain and emphasize our entrepreneurial culture and continuously innovate to address our customers' needs to help them win in the markets they serve.

In particular, our businesses are well-positioned to capitalize on trends in the areas of global energy demand, continuous productivity improvement, sustainability, energy efficiency, consumer product safety, and growth of consumerism in emerging economies. For instance, our Energy segment, despite recent market trends, is focusing on expansion in high growth regions and technologies, accelerating capabilities to drive international growth, and increasing investment in innovation to drive customer productivity and cash flow. Our Engineered Systems segment combines its engineering technology, unique product advantages, and applications expertise to address market needs and requirements including digital conversion, productivity solutions, sustainability, consumer product safety, and growth in emerging economies. The Fluids segment is focused on accelerated growth within the chemical/plastics, retail fueling, fluid transfer, industrial, and hygienic markets as well as globalizing brands across geographies while expanding sales channels and engineering support. In particular, we are pursuing further growth in the hygienic and polymers/plastics markets. Our Refrigeration & Food Equipment segment is responding to our customers' energy efficiency, sustainability and food safety concerns as a result of government regulations, with innovative new products. In addition, we are broadening our product offerings targeted toward retail refrigeration and food service customers with enhanced productivity and merchandising products.

Capturing the benefits of common ownership

We are committed to operational excellence through our Dover Excellence program. This program focuses on free cash flow generation, productivity to support the ongoing investment in product innovation and customer expansion activities, the continuous evaluation of operating efficiencies, and the continued consolidation of back office support. Through this program we have implemented various productivity initiatives, such as supply chain management and lean manufacturing to maximize our efficiency as well as workplace safety initiatives to help ensure the health and welfare of our employees. We foster the sharing of best practices throughout the organization. To ensure success, our businesses place strong emphasis on continual quality improvement and new product development to better serve customers and expand into new product and geographic markets. We have also developed regional support centers and shared manufacturing centers in the U.S., China, Brazil, and India. Further, we continue to make significant investments in talent development, recognizing that the growth and development of our employees are essential for our continued success.

Disciplined capital allocation

Our businesses generate annual free cash flow of approximately 11% of revenue. We are focused on the most efficient allocation of our capital to maximize investment returns. To do this, we grow and support our existing businesses, with average annual investment in capital spending approximating 2 - 2.5% of revenue with a focus on internal projects to expand markets, develop products, and boost productivity. We continue to evaluate our portfolio for strategic fit and intend to make additional acquisitions focused on our key growth markets which include printing and identification, refrigeration and food equipment, pumps and fluid transfers and select energy markets. We consistently provide shareholder returns by paying dividends, which have increased annually over each of the last 60 years. We will also continue to repurchase our shares to offset the impact of dilution, as a minimum.

Portfolio Development

Acquisitions

Our acquisition program has two key elements. First, we seek to acquire value creating add-on businesses that enhance our existing businesses either through their global reach and customers, or by broadening their product mix. Second, in the right circumstances, we will strategically pursue larger, stand-alone businesses that have the potential to either complement our existing businesses or allow us to pursue innovative technologies within our key growth spaces. Over the past three years (2013 – 2015), we have spent over \$1.7 billion to purchase 21 businesses that strategically fit within our business model. In the fourth quarter of 2015, we acquired three businesses for an aggregate purchase price of \$561.3 million. These businesses include Gala Industries and Reduction Engineering Scheer, expanding our Fluids segment's plastics and polymers product and integrated systems portfolio. In addition, we acquired JK Group, a global manufacturer and provider of innovative digital inks for the textile printing market, that compliments the Printing & Identification platform within our Engineered Systems segment. In 2014, we acquired Accelerated for approximately \$435.7 million, expanding our artificial lift footprint within our Energy segment. Accelerated, now part of our Drilling and Production businesses, is an integrated provider of equipment, parts, and services for handling fluids in oil and gas production. In 2013, we acquired 10 businesses for aggregate consideration of \$322.8 million, including Finder Pompe, which we acquired in the fourth quarter of 2013 for approximately \$142.2 million to expand our Fluids portfolio.

Subsequent to year end, we acquired the dispenser and system businesses of Tokheim Group S.A.S. ("Tokheim") for a purchase price of approximately €411.3 million, or \$448.7 million. Tokheim will be integrated with our Fluid Transfer end market within our Fluids segment and will enable us to provide the most complete solutions available for our retail fueling customers.

For more details regarding acquisitions completed over the past two years, see Note 2 Acquisitions in the Consolidated Financial Statements in Item 8 of this Form 10-K. Our future growth depends in large part on finding and acquiring successful businesses, as a substantial number of our current businesses operate in relatively mature markets. While we expect to generate annual organic growth of 3% - 5% over a long-term business cycle absent extraordinary economic conditions, sustained organic growth at these levels for individual businesses is difficult to achieve consistently each year. Our success is also dependent on the ability to successfully integrate our acquired businesses within our existing structure. To track post-merger integration and accountability, we utilize an internal scorecard and defined processes to help ensure expected synergies are realized and value is created.

Dispositions

We routinely review our portfolio to evaluate whether our businesses continue to be essential contributors to our long-term strategy. Occasionally, we may also make an opportunistic sale of one of our businesses based on specific market conditions and strategic considerations. Accordingly, in an effort to reduce our exposure to cyclical markets and focus on our higher margin growth spaces, during the past three years (2013 – 2015) we have sold five businesses for aggregate consideration of \$957.1 million.

During 2015, we completed the sale of Datamax O'Neil and Sargent Aerospace. In addition, during the fourth quarter of 2015 we completed the divestiture of a product line within the Refrigeration and Food Equipment segment. We expect to make further dispositions in the future, none of which, individually, are expected to be significant.

The financial position and results of operations for Datamax O'Neil and Sargent Aerospace have been presented as discontinued operations for all periods presented. For more details, see Note 3 Disposed and Discontinued Operations in the Consolidated Financial Statements in Item 8 of this Form 10-K.

In addition, in February 2014, we divested of a significant portion of our technology business with the spin-off of Knowles as discussed below.

Spin-Off of Knowles

On February 28, 2014, we completed the separation of Knowles Corporation ("Knowles") from Dover through the pro rata distribution of 100% of the common stock of Knowles to Dover's stockholders of record as of the close of business on February 19, 2014. Each Dover shareholder received one share of Knowles common stock for every two shares of Dover common stock held as of the record date. As a result, Knowles became an independent, publicly traded company listed on the New York Stock Exchange, and Dover retains no ownership interest in Knowles. The distribution was structured to be tax-free to Dover and its shareholders for U.S. federal income tax purposes.

Business Segments

As noted previously, we currently operate through four business segments that are aligned with the key end markets they serve and comprise our operating and reportable segments: Energy, Engineered Systems, Fluids, and Refrigeration & Food Equipment. For financial information about our segments and geographic areas, see Note 16 Segment Information in the Consolidated Financial Statements in Item 8 of this Form 10-K.

Energy

Our Energy segment serves the Drilling & Production, Bearings & Compression, and Automation end markets. This segment is a provider of customer driven solutions and services for safe and efficient production and processing of fuels worldwide. This segment consists of the following end markets:

- *Drilling & Production* – Our businesses serving the drilling and production end markets design and manufacture products that promote efficient and cost-effective drilling, including long-lasting polycrystalline diamond cutters ("PDCs") for applications in down-hole drilling tools and facilitate the extraction and movement of fuel from the ground, including steel sucker rods, down-hole rod pumps, electric submersible pumps, progressive cavity pumps and drive systems, and plunger lifts. In addition, these businesses manufacture winches, hoists, gear drives, and electronic monitoring solutions for energy, infrastructure, and recovery markets worldwide.
- *Bearings & Compression* – These businesses manufacture various compressor parts that are used in natural gas production, distribution, and oil refining markets. Product offerings include bearings, bearing isolators, seals and remote condition monitoring systems that are used for rotating machinery applications such as turbo machinery, motors, generators and compressors used in energy, utility, marine and other industries.
- *Automation* – These businesses design and manufacture products that promote efficient drilling and production of oil and gas including quartz pressure transducers and hybrid electronics used in down-hole monitoring devices, chemical injection pumps, automated pump controllers, artificial lift optimization software, diagnostic instruments for reciprocating machinery, and control valves.

Our Energy segment's sales are made directly to customers and through various distribution channels. We manufacture our products primarily in North America, and our sales are concentrated in North America with an increasing level of international sales directed primarily to Europe, Australia, and Asia.

Engineered Systems

Our Engineered Systems segment is focused on the design, manufacture and service of critical equipment and components within the Printing & Identification and Industrials platforms, as described below.

- *Printing & Identification* – Printing & Identification is a worldwide supplier of precision marking and coding, digital textile printing, soldering and dispensing equipment, and related consumables and services. Our Printing & Identification platform primarily designs and manufactures equipment and consumables used for printing variable information (such as bar coding of dates and serial numbers) on fast moving consumer goods, capitalizing on expanding food and product

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safety requirements and growth in emerging markets. In addition, our businesses serving the textile market are benefiting from a significant shift from analog to digital printing, resulting from shorter runs and more complex fashion designs, as well as increasing regulatory and environmental standards.

- *Industrials* – These businesses serve the vehicle service, industrial automation, and waste and recycling markets, providing a wide range of products and services which have broad customer applications.

The businesses in the industrial automation market provide a wide range of modular automation components including manual clamps, power clamps, rotary and linear mechanical indexers, conveyors, pick and place units, glove ports and manipulators, as well as end-of-arm robotic grippers, slides, and end effectors. These products serve a very broad market including food processing, packaging, paper processing, medical, electronic, automotive, nuclear, and general industrial products.

Our businesses serving waste and recycling markets provide products and services for the refuse collection industry and for on-site processing and compaction of trash and recyclable materials. Products are sold to municipal customers, national accounts, and independent waste haulers through a network of distributors and directly in certain geographic areas.

Fluids

Our Fluids segment is focused on the safe handling of critical fluids across the retail fueling, chemical, hygienic, oil and gas, and industrial markets. The segment serves two broad global end markets: Fluid Transfer and Pumps.

- *Fluid Transfer* – Providing fully integrated fluid handling solutions from refineries and chemical-processing plants through point-to-point transfers, transportation, and delivery to the final point of consumption at retail and commercial fueling operations around the globe. This end market also specializes in the manufacturing of connectors for use in a variety of bio-processing applications. We strive to optimize safety, efficiency, reliability, and environmental sustainability through innovative fluid handling and information management solutions.
- *Pumps* – The pumps and compressors are used to transfer liquid and bulk products and are sold to a wide variety of markets, including the refined fuels, LPG, food/sanitary, transportation, and chemical process industries. The pumps include positive displacement and centrifugal pumps that are used in demanding and specialized fluid transfer process applications.

Fluids' products are manufactured primarily in the United States, Europe, and China, and are sold throughout the world directly and through a network of distributors.

Refrigeration & Food Equipment

Our Refrigeration & Food Equipment segment is a provider of innovative and energy efficient equipment and systems serving the commercial refrigeration and food service end markets.

- *Refrigeration* – Our businesses manufacture refrigeration systems, refrigeration display cases, specialty glass, commercial glass refrigerator and freezer doors, and brazed heat exchangers used in industrial and climate control.
- *Food Equipment* – Our businesses manufacture electrical distribution products and engineering services, commercial food service equipment, cook-chill production systems, custom food storage and preparation products, kitchen ventilation systems, conveyer systems, beverage can-making machinery, and packaging machines used for meat, poultry, and other food products.

The majority of the refrigeration/food systems and machinery that are manufactured or serviced by the Refrigeration & Food Equipment segment are used by the supermarket industry, including “big-box” retail and convenience stores, the commercial/industrial refrigeration industry, institutional and commercial food service and food production markets, and beverage can-making industries. Refrigeration & Food Equipment's products are manufactured primarily in North America, Europe, and Asia and are sold globally, directly and through a network of distributors.

Raw Materials

We use a wide variety of raw materials, primarily metals and semi-processed or finished components, which are generally available from a number of sources. As a result, shortages or the loss of any single supplier have not had, and are not likely to have, a material impact on operating profits. While the required raw materials are generally available, commodity pricing can be volatile, particularly for various grades of steel, copper, aluminum, and select other commodities. Although cost increases in commodities may be recovered through increased prices to customers, our operating results are exposed to such fluctuations. We attempt to control such costs through fixed-price contracts with suppliers and various other programs, such as our global supply chain activities.

Research and Development

Our businesses are encouraged to develop new products as well as to upgrade and improve existing products to satisfy customer needs, expand revenue opportunities domestically and internationally, maintain or extend competitive advantages, improve product reliability, and reduce production costs. During 2015, we spent \$115.0 million for research and development, including qualified engineering costs. In 2014 and 2013, research and development spending totaled \$118.4 million and \$117.2 million, respectively.

Our Engineered Systems segment expends significant effort in research and development because the rate of product development by their customers is often quite high. Our businesses that develop product identification and printing equipment believe that their customers expect a continuing rate of product innovation, performance improvement, and reduced costs. The result has been that product life cycles in these markets generally average less than five years with meaningful sales price reductions over that time period.

Our other segments contain many businesses that are also involved in important product improvement initiatives. These businesses also concentrate on working closely with customers on specific applications, expanding product lines and market applications, and continuously improving manufacturing processes. Most of these businesses experience a much more moderate rate of change in their markets and products than is generally experienced by the Engineered Systems segment.

Intellectual Property and Intangible Assets

Our businesses own many patents, trademarks, licenses, and other forms of intellectual property, which have been acquired over a number of years and, to the extent relevant, expire at various times over a number of years. A large portion of our businesses' intellectual property consists of patents, unpatented technology, and proprietary information constituting trade secrets that we seek to protect in various ways, including confidentiality agreements with employees and suppliers where appropriate. In addition, a significant portion of our intangible assets relate to customer relationships. While our intellectual property and customer relationships are important to our success, the loss or expiration of any of these rights or relationships, or any group of related rights or relationships, is not likely to materially affect our results on a consolidated basis. We believe that our commitment to continuous engineering improvements, new product development, and improved manufacturing techniques, as well as strong sales, marketing, and service efforts, are significant to our general leadership positions in the niche markets we serve.

Customers

We serve thousands of customers, none one of which accounted for more than 10% of our consolidated revenue in 2015. Given our diversity of served markets, customer concentrations are quite varied. Businesses supplying the waste and recycling, agricultural, defense, energy, automotive, and commercial refrigeration industries tend to deal with a few large customers that are significant within those industries. This also tends to be true for businesses supplying the power generation and chemical industries. In the other markets served, there is usually a much lower concentration of customers, particularly where the companies provide a substantial number of products and services applicable to a broad range of end-use applications.

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Seasonality

In general, our businesses, while not strongly seasonal, tend to have stronger revenue in the second and third quarters, particularly those serving the transportation, construction, waste and recycling, petroleum, commercial refrigeration, and food service markets. Our businesses serving the major equipment markets, such as power generation, chemical, and processing industries, have longer lead times geared to seasonal, commercial, or consumer demands, and tend to delay or accelerate product ordering and delivery to coincide with those market trends that tend to moderate the aforementioned seasonality patterns.

Backlog

Backlog is more relevant to our businesses that produce larger and more sophisticated machines or have long-term contracts, primarily for the markets within our Fluids and Refrigeration & Food Equipment segments. Our total backlog relating to our continuing operations as of December 31, 2015 and 2014 was \$1.0 billion and \$1.2 billion, respectively.

Competition

Our competitive environment is complex because of the wide diversity of our products manufactured and the markets served. In general, most of our businesses are market leaders that compete with only a few companies, and the key competitive factors are customer service, product quality, price, and innovation. However, as we become increasingly global, we are exposed to more competition. A summary of our key competitors by end market within each of our segments follows:

<u>Segment</u>	<u>End Market</u>	<u>Key Competitors</u>
Energy	Drilling & Production /Automation	DeBeers Group (Element Six), Schlumberger Ltd., Weatherford International Ltd., General Electric (Lufkin), Baker Hughes, BORETS, and Novomet
	Bearings & Compression	Compression Products International, Hoerbiger Holdings AG, John Crane, Kingsbury
Engineered Systems	Printing & Identification	Danaher Corp. (Videojet), Brother Industries Ltd (Domino Printing), Electronics for Imaging
	Industrials	Oshkosh Corp. (McNeilus), Siemens AG (Weiss GmbH), Challenger Lifts, Labrie Enviroquip Group, and numerous others
Fluids	Fluid Transfer	Danaher Corp. (Gilbarco Veeder-Root), Franklin Electric, Gardner Denver, Inc. (Emco Wheaton), Wayne
	Pumps	IDEX Corp, Ingersoll Rand, ITT, SPX Corp.
Refrigeration & Food Equipment	Refrigeration	Panasonic (Hussman Corp.), Lennox International (Kysor/Warren), Alfa Laval
	Food Equipment	Manitowoc Company, Illinois Tool, Middleby

International

Consistent with our strategic focus on positioning our businesses for growth, we continue to increase our expansion into international markets, particularly in developing economies in South America, Asia, the Middle East, and Eastern Europe.

Most of our non-U.S. subsidiaries and affiliates are currently based in France, Germany, the Netherlands, Sweden, Switzerland, the United Kingdom and, with increasing emphasis, Australia, Canada, China, Malaysia, India, Mexico, Brazil, Eastern Europe, and the Middle East.

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The following table shows annual revenue derived from customers outside the U.S. as a percentage of total annual revenue for each of the last three years, by segment and in total:

	% Non-U.S. Revenue by Segment		
	Years Ended December 31,		
	2015	2014	2013
Energy	26%	28%	33%
Engineered Systems	45%	48%	47%
Fluids	49%	53%	51%
Refrigeration & Food Equipment	33%	35%	36%
Total percentage of revenue derived from customers outside of the U.S.	39%	40%	41%

Our international operations are subject to certain risks, such as price and exchange rate fluctuations and non-U.S. governmental restrictions, which are discussed further in "Item 1A. Risk Factors." For additional details regarding our non-U.S. revenue and the geographic allocation of the assets of our continuing operations, see Note 16 Segment Information to the Consolidated Financial Statements in Item 8 of this Form 10-K.

Environmental Matters

Sustainability

In response to our concerns around global sustainability, in 2010, we developed and implemented a process to conduct an inventory of greenhouse gas emissions. Since then, we have evaluated our climate change risks and opportunities and have developed an energy and climate change strategy that includes clearly defined goals and objectives, along with prioritized programs and projects for achieving energy use and greenhouse gas emissions reductions. To further promote our sustainability efforts, we have committed to reducing our overall energy and greenhouse gas intensity indexed to net revenue by 20% from 2010 to 2020. We have also participated as a voluntary respondent in the Carbon Disclosure Project since 2010.

All of our segments are investigating the energy efficiencies related to their operations and the use of their products and services by customers. In some instances, our businesses may be able to help customers reduce their energy needs. Increased demand for energy-efficient products, based on a variety of drivers (including, but not limited to, reduction of greenhouse gas emissions) could result in increased sales for a number of our businesses.

Other Matters

Our operations are governed by a variety of international, national, state, and local environmental laws. We are committed to continued compliance and believe our operations generally are in substantial compliance with these laws. In a few instances, particular plants and businesses have been the subject of administrative and legal proceedings with governmental agencies or private parties relating to the discharge or potential discharge of regulated substances. Where necessary, these matters have been addressed with specific consent orders to achieve compliance.

There have been no material effects upon our earnings and competitive position resulting from our compliance with laws or regulations enacted or adopted relating to the protection of the environment. We are aware of a number of existing or upcoming regulatory initiatives intended to reduce emissions in geographies where our manufacturing and warehouse/distribution facilities are located and have evaluated the potential impact of these regulations on our businesses. We anticipate that direct impacts from regulatory actions will not be significant in the short- to medium-term. We expect the regulatory impacts associated with climate change regulation would be primarily indirect and would result in "pass through" costs from energy suppliers, suppliers of raw materials, and other services related to our operations.

Employees

We had approximately 26,000 employees as of December 31, 2015.

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Other Information

We make available through the "Financial Reports" link on our Internet website, <http://www.dovercorporation.com>, our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and any amendments to these reports. We post each of these reports on the website as soon as reasonably practicable after the report is filed with the Securities and Exchange Commission. The information on our Internet website is not incorporated into this Form 10-K.

ITEM 1A. RISK FACTORS

The risk factors discussed in this section should be considered together with information included elsewhere in this Form 10-K and should not be considered the only risks to which we are exposed. In general, we are subject to the same general risks and uncertainties that impact many other industrial companies such as general economic, industry and/or market conditions, and growth rates; the impact of natural disasters, and their effect on global markets; possible future terrorist threats and their effect on the worldwide economy; and changes in laws or accounting rules. Additional risks and uncertainties not currently known to us or that we currently believe are immaterial also may impair our business, including our results of operations, liquidity, and financial condition.

- ***Our results may be impacted by current domestic and international economic conditions and uncertainties.***

Our businesses may be adversely affected by disruptions in the financial markets or declines in economic activity both domestically and internationally in those countries in which we operate. These circumstances will also impact our suppliers and customers in various ways which could have an impact on our business operations, particularly if global credit markets are not operating efficiently and effectively to support industrial commerce.

Our Energy segment is subject to risk due to the volatility of global energy prices and regulations that impact drilling and production, with overall demand for our products and services impacted by depletion rates, global economic conditions and related energy demands.

Negative changes in worldwide economic and capital market conditions are beyond our control, are highly unpredictable, and can have an adverse effect on our revenue, earnings, cash flows, and cost of capital.

- ***Trends in oil and natural gas prices may affect the drilling and production activity, profitability and financial stability of our customers and therefore the demand for, and profitability of, our energy products and services, which could have a material adverse effect on our business, consolidated results of operations, and consolidated financial condition.***

The oil and gas industry historically has experienced periodic downturns, including the significant downturn experienced in 2015. Demand for our energy products and services is sensitive to the level of drilling and production activity of, and the corresponding capital spending by, oil and natural gas companies. The level of drilling and production activity is directly affected by trends in oil and natural gas prices, which have been recently volatile and may continue to be volatile. In particular, the prices of oil and natural gas were highly volatile in 2014 and 2015 and declined dramatically.

Prices for oil and natural gas are subject to large fluctuations in response to changes in the supply of and demand for oil and natural gas, market uncertainty, geopolitical developments and a variety of other factors that are beyond our control. Even the perception of longer-term lower oil and natural gas prices can reduce or defer major capital expenditures by our customers in the oil and gas industry. Given the long-term nature of many large-scale development projects, a significant downturn in the oil and gas industry could result in the reduction in demand for our energy and pumps products and services, and could have a material adverse effect on our financial condition, results of operations and cash flows.

- ***We are subject to risks relating to our existing international operations and expansion into new geographical markets.***

Approximately 39% of our revenues from continuing operations for 2015 and 40% of our revenues for 2014 were derived outside the United States. We continue to focus on penetrating global markets as part of our overall growth strategy and expect sales from outside the United States to continue to represent a significant portion of our revenues. In addition, many of our manufacturing operations and suppliers are located outside the United States. Our international operations and our global expansion strategy are subject to general risks related to such operations, including:

- o political, social, and economic instability and disruptions;
- o government embargoes or trade restrictions;
- o the imposition of duties and tariffs and other trade barriers;
- o import and export controls;
- o limitations on ownership and on repatriation or dividend of earnings;
- o transportation delays and interruptions;
- o labor unrest and current and changing regulatory environments;
- o increased compliance costs, including costs associated with disclosure requirements and related due diligence;
- o the impact of loss of a single-source manufacturing facility;
- o difficulties in staffing and managing multi-national operations;
- o limitations on our ability to enforce legal rights and remedies; and
- o access to or control of networks and confidential information due to local government controls and vulnerability of local networks to cyber risks.

If we are unable to successfully manage the risks associated with expanding our global business or adequately manage operational risks of our existing international operations, the risks could have a material adverse effect on our growth strategy involving expansion into new geographical markets or our results of operations and financial position.

- ***Our exposure to exchange rate fluctuations on cross-border transactions and the translation of local currency results into U.S. dollars could negatively impact our results of operations.***

We conduct business through our subsidiaries in many different countries, and fluctuations in currency exchange rates could have a significant impact on the reported results of operations, which are presented in U.S. dollars. For example, foreign exchange rates had an unfavorable impact on our revenue for the year ended December 31, 2015. A significant and growing portion of our products are manufactured in lower-cost locations and sold in various countries. Cross-border transactions, both with external parties and intercompany relationships, result in increased exposure to foreign exchange effects. Accordingly, significant changes in currency exchange rates, particularly the Euro, Pound Sterling, Swiss franc, Chinese Renminbi (Yuan), and the Canadian dollar, could cause fluctuations in the reported results of our businesses' operations that could negatively affect our results of operations. Additionally, the strengthening of certain currencies such as the Euro and U.S. dollar potentially exposes us to competitive threats from lower cost producers in other countries. Our sales are translated into U.S. dollars for reporting purposes. The strengthening of the U.S. dollar could result in unfavorable translation effects as the results of foreign locations are translated into U.S. dollars.

- ***Increasing product/service and price competition by international and domestic competitors, including new entrants, and our inability to introduce new and competitive products could cause our businesses to generate lower revenue, operating profits, and cash flows.***

Our competitive environment is complex because of the wide diversity of the products that our businesses manufacture and the markets they serve. In general, most of our businesses compete with only a few companies. Our ability to compete effectively depends on how successfully we anticipate and respond to various competitive factors, including new products and services that may be introduced by competitors, changes in customer preferences, new business models and technologies, and pricing pressures. If our businesses are unable to anticipate their competitors' development of new products and services, and/or identify customer needs and preferences on a timely basis, or successfully introduce new products and services in response to such competitive factors, they could lose customers to competitors. If our businesses do not compete effectively, we may experience lower revenue, operating profits, and cash flows.

- ***Our businesses and their profitability and reputation could be adversely affected by domestic and foreign governmental and public policy changes (including environmental and employment regulations and tax policies such as export subsidy programs, research and experimentation credits, carbon emission regulations, and other similar programs), risks associated with emerging markets, changes in statutory tax rates, and unanticipated outcomes with respect to tax audits.***

Our businesses' domestic and international sales and operations are subject to risks associated with changes in local government laws (including environmental and export/import laws), regulations, and policies. Failure to comply with any of these laws could result in civil and criminal, monetary, and non-monetary penalties as well as potential damage to our reputation. In addition, we cannot provide assurance that our costs of complying with new and evolving regulatory reporting requirements and current or future laws, including environmental protection, employment, data security, data privacy, and

health and safety laws, will not exceed our estimates. In addition, we have invested in certain countries, including Brazil, Russia, India, and China, and may in the future invest in other countries, any of which may carry high levels of currency, political, compliance, or economic risk. While these risks or the impact of these risks are difficult to predict, any one or more of them could adversely affect our businesses and reputation.

Our effective tax rate is impacted by changes in the mix among earnings in countries with differing statutory tax rates, changes in the valuation allowance of deferred tax assets, and changes in tax laws. The amount of income taxes and other taxes paid can be adversely impacted by changes in statutory tax rates and laws and are subject to ongoing audits by domestic and international authorities. If these audits result in assessments different from amounts estimated, then our financial results may be adversely affected by unfavorable tax adjustments.

- ***Some of our businesses may not anticipate, adapt to, or capitalize on technological developments and this could cause these businesses to become less competitive and lead to reduced market share, revenue, operating profits, and cash flows.***

Certain of our businesses sell their products in industries that are constantly experiencing change as new technologies are developed. In order to grow and remain competitive in these industries, they must adapt to future changes in technology to enhance their existing products and introduce new products to address their customers' changing demands. If these businesses are unable to adapt to the rapid technological changes, it could adversely affect our consolidated results of operations, financial position, and cash flows.

- ***We could lose customers or generate lower revenue, operating profits, and cash flows if there are significant increases in the cost of raw materials (including energy) or if we are unable to obtain raw materials.***

We purchase raw materials, sub-assemblies, and components for use in our manufacturing operations, which expose us to volatility in prices for certain commodities. Significant price increases for these commodities could adversely affect operating profits for certain of our businesses. While we generally attempt to mitigate the impact of increased raw material prices by hedging or passing along the increased costs to customers, there may be a time delay between the increased raw material prices and the ability to increase the prices of products, or we may be unable to increase the prices of products due to a competitor's pricing pressure or other factors. In addition, while raw materials are generally available now, the inability to obtain necessary raw materials could affect our ability to meet customer commitments and satisfy market demand for certain products. Consequently, a significant price increase in raw materials, or their unavailability, may result in a loss of customers and adversely impact revenue, operating profits, and cash flows.

- ***Our growth and results of operations may be adversely affected if we are unsuccessful in our capital allocation and acquisition program.***

We expect to continue our strategy of seeking to acquire value creating add-on businesses that broaden our existing position and global reach as well as, in the right circumstances, strategically pursue larger acquisitions that could have the potential to either complement our existing businesses or allow us to pursue a new platform. However, there can be no assurance that we will be able to continue to find suitable businesses to purchase, that we will be able to acquire such businesses on acceptable terms, or that all closing conditions will be satisfied with respect to any pending acquisition. If we are unsuccessful in our acquisition efforts, then our ability to continue to grow at rates similar to prior years could be adversely affected. In addition, we face the risk that a completed acquisition may underperform relative to expectations. We may be unable to achieve synergies originally anticipated, exposed to unexpected liabilities or unable to sufficiently integrate completed acquisitions into our current business and growth model. Further, if we fail to allocate our capital appropriately, in respect of either our acquisition program or organic growth in our operations, we could be overexposed in certain markets and geographies and unable to expand into adjacent products or markets. These factors could potentially have an adverse impact on our operating profits and cash flows.

- ***Our operating profits and cash flows could be adversely affected if we cannot achieve projected savings and synergies.***

We are continually evaluating our cost structure and seeking ways to capture synergies across our operations. If we are unable to reduce costs and expenses through our various programs, it could adversely affect our operating profits and cash flows.

- ***Unforeseen developments in contingencies such as litigation could adversely affect our financial condition.***

We and certain of our subsidiaries are, and from time to time may become, parties to a number of legal proceedings incidental to their businesses involving alleged injuries arising out of the use of their products, exposure to hazardous substances, or patent infringement, employment matters, and commercial disputes. The defense of these lawsuits may require significant

expenses and divert management's attention, and we may be required to pay damages that could adversely affect our financial condition. In addition, any insurance or indemnification rights that we may have may be insufficient or unavailable to protect us against potential loss exposures.

- ***The indemnification provisions of acquisition and disposition agreements by which we have acquired or sold companies may not fully protect us and may result in unexpected liabilities.***

Certain of the acquisition agreements by which we have acquired companies require the former owners to indemnify us against certain liabilities related to the operation of the company before we acquired it. In most of these agreements, however, the liability of the former owners is limited and certain former owners may be unable to meet their indemnification responsibilities. Similarly, the purchasers of our discontinued operations may from time to time agree to indemnify us for operations of such businesses after the closing. In addition, in connection with the spin-off, Knowles agreed to indemnify us for any losses relating to the conduct of the Knowles business. We cannot be assured that any of these indemnification provisions will fully protect us, and as a result we may face unexpected liabilities that adversely affect our profitability and financial position.

- ***Failure to attract, retain, and develop personnel or to provide adequate succession plans for key management could have an adverse effect on our operating results.***

Our growth, profitability, and effectiveness in conducting our operations and executing our strategic plans depend in part on our ability to attract, retain, and develop qualified personnel, align them with appropriate opportunities, and maintain adequate succession plans for key management positions and support for strategic initiatives. If we are unsuccessful in these efforts, our operating results could be adversely affected and we could miss opportunities for growth and efficiencies.

- ***Our business operations may be adversely affected by information systems interruptions or intrusion.***

We depend on various information technologies throughout our company to administer, store and support multiple business activities. If these systems are damaged, cease to function properly, or are subject to cyber-security attacks, such as those involving unauthorized access, malicious software and/or other intrusions, we could experience production downtimes, operational delays, other detrimental impacts on our operations or ability to provide products and services to our customers, the compromising of confidential or otherwise protected information, destruction or corruption of data, security breaches, other manipulation or improper use of our systems or networks, financial losses from remedial actions, loss of business or potential liability, and/or damage to our reputation. While we attempt to mitigate these risks by employing a number of measures, including employee training, technical security controls, and maintenance of backup and protective systems, our systems, networks, products and services remain potentially vulnerable to known or unknown threats, any of which could have a material adverse affect on our business, financial condition or results of operations.

- ***Our reputation, ability to do business, and results of operations may be impaired by improper conduct by any of our employees, agents, or business partners.***

While we strive to maintain high standards, we cannot provide assurance that our internal controls and compliance systems will always protect us from acts committed by our employees, agents, or business partners that would violate U.S. and/or non-U.S. laws or fail to protect our confidential information, including the laws governing payments to government officials, bribery, fraud, anti-kickback and false claims rules, competition, export and import compliance, money laundering, and data privacy laws, as well as the improper use of proprietary information or social media. Any such violations of law or improper actions could subject us to civil or criminal investigations in the U.S. and in other jurisdictions, could lead to substantial civil or criminal, monetary and non-monetary penalties, and related shareholder lawsuits, could lead to increased costs of compliance and could damage our reputation.

- ***Our revenue, operating profits, and cash flows could be adversely affected if our businesses are unable to protect or obtain patent and other intellectual property rights.***

Our businesses own patents, trademarks, licenses, and other forms of intellectual property related to their products. Our businesses employ various measures to maintain and protect their intellectual property. These measures may not prevent their intellectual property from being challenged, invalidated, or circumvented, particularly in countries where intellectual property rights are not highly developed or protected. Unauthorized use of these intellectual property rights could adversely impact the competitive position of our businesses and have a negative impact on our revenue, operating profits, and cash flows.

- ***A significant decline in the future economic outlook of our businesses and expected future cash flows could result in goodwill or intangible asset impairment charges which would negatively impact our results of operations.***

We have significant goodwill and intangible assets on our balance sheet as a result of current and past acquisitions. The valuation and classification of these assets and the assignment of useful lives involve significant judgments and the use of estimates. The testing of goodwill and intangibles for impairment requires significant use of judgment and assumptions, particularly as it relates to the determination of fair market value. A decrease in the long-term economic outlook and future cash flows of our businesses could significantly impact asset values and potentially result in the impairment of intangible assets, including goodwill. Charges relating to such impairments could have a material adverse effect on our financial condition and results of operations in the periods recognized. Although fair values currently exceed carrying values in all of our businesses, the value of our businesses within the Energy segment were unfavorably impacted by the steep declines in revenue and order rates during the year as drilling and production activity fell due to unfavorable oil prices and lower U.S. rig counts.

- ***Our borrowing costs may be impacted by our credit ratings developed by various rating agencies.***

Three major ratings agencies (Moody's, Standard and Poor's, and Fitch Ratings) evaluate our credit profile on an ongoing basis and have each assigned high ratings for our short-term and long-term debt as of December 31, 2015. Although we do not anticipate a material change in our credit ratings, if our current credit ratings deteriorate, then our borrowing costs could increase, including increased fees under our five-year credit facility, and our access to future sources of liquidity may be adversely affected.

- ***Customer requirements and new regulations may increase our expenses and impact the availability of certain raw materials, which could adversely affect our revenue and operating profits.***

Our businesses use parts or materials that are impacted by the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act") requirement for disclosure of the use of "conflict minerals" mined in the Democratic Republic of the Congo and adjoining countries. It is possible that some of our businesses' customers will require "conflict free" metals in products purchased from us. We are in the process of determining the country of origin of certain metals used by our businesses, as required by the Dodd-Frank Act. The supply chain due diligence and verification of sources may require several years to complete based on the current availability of smelter origin information and the number of vendors. We may not be able to complete the process in the time frame required because of the complexity of our supply chain. Other governmental social responsibility regulations also may impact our suppliers, manufacturing operations, and operating profits.

The need to find alternative sources for certain raw materials or products because of customer requirements and regulations may impact our ability to secure adequate supplies of raw materials or parts, lead to supply shortages, or adversely impact the prices at which our businesses can procure compliant goods.

ITEM 1B. UNRESOLVED STAFF COMMENTS

Not applicable.

ITEM 2. PROPERTIES

The number, type, location and size of the properties used by our operations as of December 31, 2015 are shown in the following charts, by segment:

	Number and nature of facilities				Square footage (in 000s)	
	Manufacturing	Warehouse	Sales / Service	Total	Owned	Leased
Energy	58	56	61	175	2,668	1,524
Engineered Systems	38	33	81	152	3,176	1,688
Fluids	40	13	21	74	7,756	2,429
Refrigeration & Food Equipment	25	18	26	69	1,802	2,522

	Locations					Expiration dates of leased facilities (in years)	
	North America	Europe	Asia	Other	Total	Minimum	Maximum
Energy	125	5	—	4	134	1	15
Engineered Systems	42	43	42	1	128	1	12
Fluids	19	18	21	1	59	1	10
Refrigeration & Food Equipment	31	11	12	3	57	1	15

We believe our owned and leased facilities are well-maintained and suitable for our operations.

ITEM 3. LEGAL PROCEEDINGS

A few of our subsidiaries are involved in legal proceedings relating to the cleanup of waste disposal sites identified under federal and state statutes which provide for the allocation of such costs among "potentially responsible parties." In each instance, the extent of the subsidiary's liability appears to be very small in relation to the total projected expenditures and the number of other "potentially responsible parties" involved and it is anticipated to be immaterial to us on a consolidated basis. In addition, a few of our subsidiaries are involved in ongoing remedial activities at certain plant sites, in cooperation with regulatory agencies, and appropriate reserves have been established. At December 31, 2015 and 2014, we have reserves totaling \$30.6 million and \$32.9 million, respectively, for environmental and other matters, including private party claims for exposure to hazardous substances, that are probable and estimable.

The Company and certain of its subsidiaries are also parties to a number of other legal proceedings incidental to their businesses. These proceedings primarily involve claims by private parties alleging injury arising out of use of the Company's products, exposure to hazardous substances, patent infringement, employment matters, and commercial disputes. Management and legal counsel, at least quarterly, review the probable outcome of such proceedings, the costs and expenses reasonably expected to be incurred and currently accrued to-date, and the availability and extent of insurance coverage. The Company has reserves for legal matters that are probable and estimable and not otherwise covered by insurance, and at December 31, 2015 and 2014, these reserves are not significant. While it is not possible at this time to predict the outcome of these legal actions, in the opinion of management, based on the aforementioned reviews, the Company is not currently involved in any legal proceedings which, individually or in the aggregate, could have a material effect on its financial position, results of operations, or cash flows.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

EXECUTIVE OFFICERS OF THE REGISTRANT

All of our officers are elected annually at the first meeting of the Board of Directors following our annual meeting of shareholders, and are subject to removal at any time by the Board of Directors. Our executive officers as of February 12, 2016, and their positions with Dover (and, where relevant, prior business experience) for the past five years, are as follows:

Name	Age	Positions Held and Prior Business Experience
Robert A. Livingston	62	Chief Executive Officer and Director (since December 2008) and President (since June 2008).
Ivonne M. Cabrera	49	Senior Vice President, General Counsel and Secretary of Dover (since January 2013); prior thereto Vice President, Deputy General Counsel, and Assistant Secretary of Dover (from November 2012 to December 2012); prior thereto Vice President, Business Affairs and General Counsel of Knowles Electronics, LLC (from February 2011 to December 2012); prior thereto Vice President (from May 2010 to February 2011), Deputy General Counsel and Assistant Secretary (from February 2004 to February 2011) of Dover.
Brad M. Cerepak	56	Senior Vice President and Chief Financial Officer (since May 2011) of Dover; prior thereto Vice President and Chief Financial Officer (from August 2009 to May 2011) of Dover.
C. Anderson Fincher	45	Vice President (since May 2011) of Dover and President and Chief Executive Officer (since February 2014) and Executive Vice President (from November 2011 to February 2014) of Dover Engineered Systems; prior thereto Executive Vice President (from May 2009 to November 2011) of Dover Industrial Products.
Jay L. Kloosterboer	55	Senior Vice President, Human Resources (since May 2011) of Dover; prior thereto Vice President, Human Resources (from January 2009 to May 2011) of Dover.
William C. Johnson	52	Vice President (since May 2014) of Dover and President and Chief Executive Officer (since February 2014) of Dover Refrigeration & Food Equipment; prior thereto President and Chief Executive Officer (from August 2006 to March 2014) of Hill Phoenix Inc.
Stephen R. Sellhausen	57	Senior Vice President, Corporate Development (since May 2011) of Dover; prior thereto Vice President, Corporate Development (from January 2009 to May 2011) of Dover.
Sivasankaran Somasundaram	50	Vice President (since January 2008) of Dover and President and Chief Executive Officer (since August 2013) of Dover Energy; prior thereto Executive Vice President (from November 2011 to August 2013) of Dover Energy; prior thereto Executive Vice President (from January 2010 to November 2011) of Dover Fluid Management; President (from January 2008 to December 2009) of Dover's Fluid Solutions Platform.
William W. Spurgeon, Jr.	57	Vice President (since October 2004) of Dover and President and Chief Executive Officer (since February 2014) of Dover Fluids; prior thereto President and Chief Executive Officer (from August 2013 to February 2014) of Dover Engineered Systems; prior thereto President and Chief Executive Officer (from November 2011 to August 2013) of Dover Energy; prior thereto President and Chief Executive Officer (from July 2007 to November 2011) of Dover Fluid Management.
Russell E. Toney	46	Senior Vice President, Global Sourcing (since February 2015) of Dover; prior thereto General Manager, Market Development (from January 2013 to February 2015) of GE Energy Management; prior thereto Commercial Leader (from January 2011 to January 2013) of GE Energy Global Industries; prior thereto General Manager, Global Sourcing (from March 2007 to January 2011) of GE Energy Services.
Sandra A. Arkell	47	Vice President, Controller (since August 2015) of Dover; prior thereto Assistant Controller (2009 to August 2015) of Dover.
Kevin P. Buchanan	60	Vice President, Tax (since July 2010) of Dover; prior thereto Deputy General Counsel, Tax (from November 2009 to June 2010) and Vice President, Tax (from May 2000 to October 2009) of Monsanto Company.

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Name	Age	Positions Held and Prior Business Experience
Paul E. Goldberg	52	Vice President, Investor Relations (since November 2011) of Dover; prior thereto Treasurer and Director of Investor Relations (from February 2006 to November 2011) of Dover.
James M. Moran	50	Vice President, Treasurer (since November 2015) of Dover; prior thereto Senior Vice President and Treasurer (June 2013 to August 2015) of Navistar International Corporation ("NIC"); prior thereto Vice President and Treasurer (2008 to June 2013) of NIC; also served as Senior Vice President and Treasurer of Navistar, Inc. (June 2013 to August 2015) and Vice President and Treasurer of Navistar, Inc. (2008 to June 2013); also served as Senior Vice President and Treasurer of Navistar Financial Corporation ("NFC") (April 2013 to August 2015) and Vice President and Treasurer of NFC (January 2013 to April 2013).

PART II**ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED SHAREHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES****Market Information and Dividends**

The principal market in which Dover common stock is traded is the New York Stock Exchange. Information on the high and low close prices of our stock and the frequency and the amount of dividends paid during the last two years is as follows:

	2015			2014		
	Market Prices		Dividends per Share	Market Prices ⁽¹⁾		Dividends per Share
	High	Low		High	Low	
First Quarter	\$ 74.50	\$ 68.59	\$ 0.400	\$ 81.02	\$ 67.34	\$ 0.375
Second Quarter	77.77	69.40	0.400	90.11	79.69	0.375
Third Quarter	70.03	55.99	0.420	90.22	79.94	0.400
Fourth Quarter	66.57	56.51	0.420	82.76	67.76	0.400
			<u>\$ 1.640</u>			<u>\$ 1.550</u>

(1) Due to the February 28, 2014 distribution of Knowles, the high and low close prices shown above for each quarter prior to the distribution have been adjusted for comparability purposes.

 Holders

The number of holders of record of Dover common stock as of January 29, 2016 was approximately 19,701. This figure includes participants in our domestic 401(k) program.

Securities Authorized for Issuance Under Equity Compensation Plans

Information regarding securities authorized for issuance under our equity compensation plans is contained in Part III, Item 12 of this Form 10-K.

Recent Sales of Unregistered Securities

None.

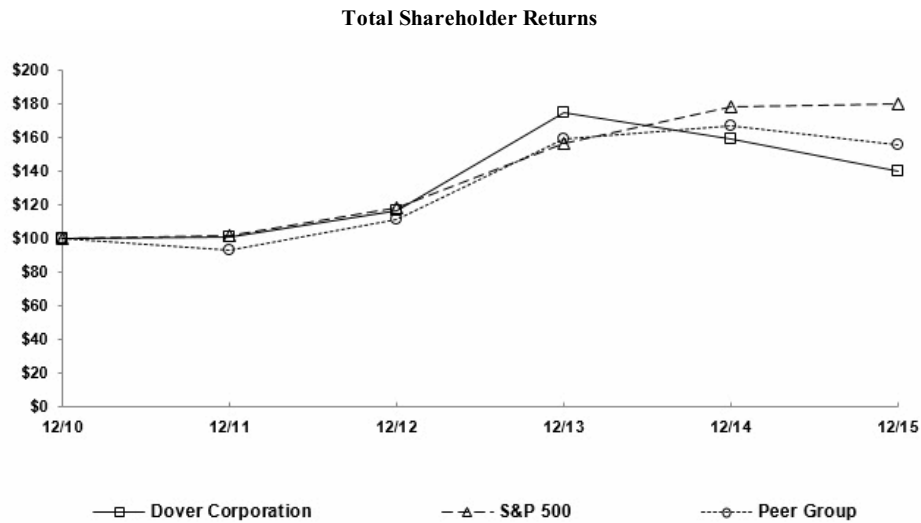
Issuer Purchases of Equity Securities

In January 2015, the Board of Directors approved a standing share repurchase authorization, whereby the Company may repurchase up to 15,000,000 shares of its common stock over the following three years. No repurchases were made in the fourth quarter of 2015. As of December 31, 2015, the number of shares still available for repurchase under the January 2015 share repurchase authorization was 6,771,458.

Performance Graph

This performance graph does not constitute soliciting material, is not deemed filed with the SEC, and is not incorporated by reference in any of our filings under the Securities Act of 1933 or the Exchange Act of 1934, whether made before or after the date of this Form 10-K and irrespective of any general incorporation language in any such filing, except to the extent we specifically incorporate this performance graph by reference therein.

Comparison of Five-Year Cumulative Total Return *
Dover Corporation, S&P 500 Index & Peer Group Index



Data Source: Research Data Group, Inc

*Total return assumes reinvestment of dividends.

This graph assumes \$100 invested on December 31, 2010 in Dover Corporation common stock, the S&P 500 index, and a peer group index.

The 2015 peer index consists of the following 35 public companies selected by the Company.

- | | | |
|-----------------------------|------------------------------|-----------------------------------|
| 3M Company | FMC Technologies Inc. | Rockwell Automation Inc. |
| Actuant Corp. | Honeywell International Inc. | Roper Industries Inc. |
| AMETEK Inc. | Hubbell Incorporated | Snap-On Inc. |
| Amphenol Corp. | IDEX Corporation | SPX Corporation |
| Cameron International Corp. | Illinois Tool Works Inc. | Teledyne Technologies Inc. |
| Carlisle Companies Inc. | Ingersoll-Rand PLC | Textron Inc. |
| Coming Inc. | Lennox International Inc. | The Timken Company |
| Crane Company | Nordson Corp. | Tyco International Limited |
| Danaher Corporation | Parker-Hannifin Corp. | United Technologies Corp. |
| Eaton Corporation | Pentair Limited | Vishay Intertechnology Inc. |
| Emerson Electric Co. | Precision Castparts Corp. | Weatherford International Limited |
| Flowserve Corporation | Regal Beloit Corp. | |

ITEM 6. SELECTED FINANCIAL DATA

<i>in thousands except per share data</i>	2015	2014	2013	2012	2011
Revenue	\$ 6,956,311	\$ 7,752,728	\$ 7,155,096	\$ 6,626,648	\$ 6,051,011
Earnings from continuing operations	595,881	778,140	797,527	650,075	579,348
Net earnings	869,829	775,235	1,003,129	811,070	895,243
Basic earnings (loss) per share:					
Continuing operations	\$ 3.78	\$ 4.67	\$ 4.66	\$ 3.58	\$ 3.12
Discontinued operations	1.74	(0.02)	1.20	0.89	1.70
Net earnings	5.52	4.65	5.86	4.47	4.82
Weighted average shares outstanding					
	157,619	166,692	171,271	181,551	185,882
Diluted earnings (loss) per share:					
Continuing operations	\$ 3.74	\$ 4.61	\$ 4.60	\$ 3.53	\$ 3.07
Discontinued operations	1.72	(0.02)	1.18	0.88	1.67
Net earnings	5.46	4.59	5.78	4.41	4.74
Weighted average shares outstanding					
	159,172	168,842	173,547	183,993	188,887
Dividends per common share					
	\$ 1.64	\$ 1.55	\$ 1.45	\$ 1.33	\$ 1.18
Capital expenditures					
	\$ 154,251	\$ 166,033	\$ 141,694	\$ 146,502	\$ 152,764
Depreciation and amortization					
	327,089	307,188	278,033	229,934	193,353
Total assets					
	8,619,763	9,030,291	10,801,659	10,394,628	9,430,884
Total debt					
	2,768,464	3,030,997	2,828,479	2,800,116	2,187,252

All results and data in the table above reflect continuing operations, unless otherwise noted. See Note 3 Disposed and Discontinued Operations in the Consolidated Financial Statements in Item 8 of this Form 10-K for additional information on disposed and discontinued operations and Note 2 Acquisitions for additional information regarding the impact of 2015 and 2014 acquisitions.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A") is intended to help the reader understand our results of operations and financial condition for the three years ended December 31, 2015. The MD&A should be read in conjunction with our Consolidated Financial Statements and Notes included in Item 8 of this Form 10-K. This discussion contains forward-looking statements that involve risks and uncertainties. Our actual results could differ materially from those anticipated in these forward-looking statements as a result of various factors, including those discussed elsewhere in this Form 10-K, particularly in Item 1A. "Risk Factors" and in the "Special Note Regarding Forward-Looking Statements" preceding Part I of this Form 10-K.

Throughout this MD&A, we refer to measures used by management to evaluate performance, including a number of financial measures that are not defined under accounting principles generally accepted in the United States of America ("GAAP"). These include organic revenue, organic revenue growth, free cash flow and adjusted working capital. Organic revenue and organic growth refer to revenue and revenue growth excluding the impacts of foreign exchange, acquisitions and divestitures. Free cash flow is operating cash flow less capital spending, while adjusted working capital refers to accounts receivable, plus inventory, less accounts payable. We believe these measures provide investors with important information that is useful in understanding our business results and trends. Reconciliations within this MD&A provide more details on the use and derivation of these measures.

The MD&A is organized as follows:

- Overview and Outlook
- Consolidated Results of Operations
- Segment Results of Operations
- Financial Condition
 - Cash Flow Summary and Liquidity and Capital Resources
 - Critical Accounting Policies and Recent Accounting Standards
 - Non-GAAP Disclosures

OVERVIEW AND OUTLOOK

Dover is a diversified global manufacturer delivering innovative equipment and components, specialty systems and support services through four major operating segments: Energy, Engineered Systems, Fluids, and Refrigeration & Food Equipment.

Full year 2015 consolidated revenue from continuing operations was \$7.0 billion, a decrease of \$796.4 million or 10.3%, as compared to the prior year. This decrease included a decline in organic revenue of 9.8%, an unfavorable impact of 3.9% from foreign currency, and 0.1% decline due to a disposed product line, partially offset by a 3.5% increase in acquisition-related revenue. Overall, customer pricing had a minimal unfavorable impact of 0.2% on revenue for the year.

Our Energy segment revenue decreased \$533.6 million, or 26.4%, from the prior year. This decrease included a 34.3% decline in organic revenue and a 1.4% decrease due to foreign currency impacts, partially offset by 9.3% of acquisition related growth. The decline in organic revenue within our Energy segment was largely attributable to the significant deterioration within the oil and gas markets. Within our Engineered Systems segment, revenue decreased \$43.1 million, or 1.8%, from the prior year. In spite of this overall decline, organic revenue grew 3.2% and acquisitions contributed 0.9% growth which was offset by 5.9% of the unfavorable impact of foreign currency rates. Our Fluids segment revenue decreased \$31.3 million, or 2.2%, comprised of 0.8% organic revenue growth and 2.4% revenue growth attributable to acquisitions, offset by 5.4% unfavorability due to foreign currency. Within our Refrigeration & Food Equipment segment revenue declined \$189.8 million, or 9.9%, from the prior year, including declines of 7.8% in organic revenue, 2.4% related to foreign currency, and 0.4% due to the disposition of a product line (See Note 3 Disposed and Discontinued Operations for additional information), partially offset by 0.7% of acquisition related growth.

Gross profit decreased \$406.1 million, or 13.7%, to \$2.6 billion, primarily as a result of the decline in sales partially offset by supply chain cost containment initiatives and the benefits of prior restructuring actions. For further discussion related to our

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consolidated and segment results, see "Consolidated Results of Operations" and "Segment Results of Operations," respectively, within Management's Discussion and Analysis of Financial Condition and Results of Operations.

Bookings decreased 12.3% over the prior year to \$6.8 billion, driven primarily by weakness within our Energy segment which declined 29.1%. The decrease in full company bookings included a decrease in organic bookings of 11.8%, 3.6% as a result of unfavorable foreign exchange rates, and a 0.1% decrease due to dispositions, partially offset by a 3.2% increase in acquisition-related bookings. Bookings across the Engineered Systems, Fluids, and Refrigeration & Food Equipment segments decreased by 5.7%, 5.8% and 7.8%, respectively. Overall, our book-to-bill was 0.98, a slight decrease from the prior year's book-to-bill of 1.00. Backlog as of December 31, 2015 was \$994.6 million, down from \$1.2 billion from the prior year.

From a geographic perspective, revenue declined in North America, Europe, Asia, and Latin America. The decrease in North America was primarily driven by the significant deterioration of oil and gas markets and the loss of share with a major food retail customer. The decrease in Europe and Latin America was primarily due to the unfavorable impact of foreign currency rates. Asia was down modestly due to weakness in industrial markets in China.

We acquired four businesses in 2015 for total net consideration of \$567.8 million. These businesses were acquired primarily to complement and expand upon existing operations within our Fluids and Engineered Systems segments. In addition, in 2015, in conjunction with the regular review of our portfolio and the fit of our businesses, we completed the divestitures of the Sargent Aerospace and Datamax O'Neil businesses, which were previously classified as discontinued operations. We also completed the divestiture of a product line within our Refrigeration & Food Equipment segment during the fourth quarter of 2015. The operating results of this business remain within our consolidated results for 2015 as the disposal did not qualify to be classified as a discontinued operation.

During 2015, we continued our focus on operating efficiencies through our Dover Excellence Program. This program focuses on free cash flow generation, productivity to support the ongoing investment in product innovation and customer expansion activities, the continuous evaluation of operating efficiencies, and the continued consolidation of back office support. As a result of the Dover Excellence Program focus, we generated free cash flow of \$794.8 million or 11.4% of revenue, an increase of \$10.7 million and 13 basis points over the prior year. In addition the Dover Excellence Program's focus on supply chain initiatives generated approximately \$40 million in cost savings during 2015. During the year we also took actions to right-size our businesses to reflect difficult market conditions, especially within our Energy segment. These actions resulted in full year 2015 restructuring charges of \$55.2 million, of which \$30.8 million was within the Energy segment. The 2016 cost savings expected to be realized as a result of the restructuring programs and other cost management actions initiated in 2015 is expected to be within the range of \$40.0 million to \$50.0 million. We expect additional programs may be implemented throughout 2016 with related restructuring charges in the range of \$10 to \$20 million.

During the year ended December 31, 2015, the Company purchased a total of approximately 8.2 million shares of its common stock in the open market at a total cost of \$600.2 million, or approximately \$72.94 per share. These share repurchases were made under the January 2015 share authorization through which the Board of Directors authorized total repurchases of 15 million shares of the Company's common stock. As of December 31, 2015, the approximate number of shares still available for repurchase under the January 2015 share repurchase authorization was 6.8 million. In 2015 we continued our history of increasing our annual dividend payments to shareholders and paid a total of \$258.0 million in dividends to our shareholders.

LOOKING FORWARD

In 2016, we expect revenue growth in our Engineered Systems, Fluids and Refrigeration & Food Equipment segments. We also expect revenue to further decline in Energy, impacted by continuing deterioration within the oil and gas markets. In all, we expect 2016 revenue growth of 1% to 4%. This growth will be comprised of an organic revenue decline of 1% to 4%, growth from acquisitions of approximately 7%, and a negative impact from foreign currency of approximately 2%. We expect overall growth will be driven by acquisitions, primarily within the Fluids and Engineered Systems segments, and new product introduction, primarily within the Engineered Systems and Refrigeration & Food Equipment segments. Within the Energy segment, North American markets are expected to continue to decline due to reduced rig counts and capital spending resulting from lower oil prices. Our Energy business's international revenue, comprising approximately 24% of segment revenue, is expected to remain stable to modestly improving. Our estimate for Energy in 2016 is based on an average annual price per barrel of oil of approximately \$40 versus the current market price around \$30.

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We expect to generate free cash flow in 2016 of approximately 11.0% of revenue. In total, we expect full year diluted earnings per share from continuing operations ("EPS") to be in the range of \$3.85 to \$4.05. Our 2016 guidance includes the impact of disposed product lines, the benefit of previously executed restructuring actions and share repurchases, and the impact of foreign currency translation.

If global or domestic economic conditions accelerate or deteriorate, especially energy markets, our operating results for 2016 could be materially different than currently projected.

CONSOLIDATED RESULTS OF OPERATIONS

As discussed in Note 3 Disposed and Discontinued Operations to the Consolidated Financial Statements in Item 8 of this Form 10-K, in the fourth quarter of 2014, we reclassified certain businesses in the Engineered Systems segment to discontinued operations based on our decision to divest these businesses. The results of operations of these businesses have been removed from the results of continuing operations and are presented within results of discontinued operations for all periods presented.

<i>(dollars in thousands, except per share figures)</i>	Years Ended December 31,			% / Point Change	
	2015	2014	2013	2015 vs. 2014	2014 vs. 2013
Revenue	\$ 6,956,311	\$ 7,752,728	\$ 7,155,096	(10.3)%	8.4 %
Cost of goods and services	4,388,167	4,778,479	4,376,505	(8.2)%	9.2 %
Gross profit	2,568,144	2,974,249	2,778,591	(13.7)%	7.0 %
<i>Gross profit margin</i>	36.9%	38.4%	38.8%	(1.5)	(0.4)
Selling and administrative expenses	1,647,382	1,758,765	1,616,921	(6.3)%	8.8 %
<i>Selling and administrative as a percent of revenue</i>	23.7%	22.7%	22.6%	1.0	0.1
Interest expense, net	127,257	127,179	120,654	0.1 %	5.4 %
Other income, net	(7,105)	(5,902)	(4,970)	nm*	nm*
Provision for income taxes	204,729	316,067	248,459	(35.2)%	27.2 %
<i>Effective tax rate</i>	25.6%	28.9%	23.8%	(3.3)	5.1
Earnings from continuing operations	595,881	778,140	797,527	(23.4)%	(2.4)%
Earnings (loss) from discontinued operations, net	273,948	(2,905)	205,602	nm*	nm*
Earnings from continuing operations per common share - diluted	\$ 3.74	\$ 4.61	\$ 4.60	(18.9)%	0.2 %

* nm: not meaningful

Revenue

Our 2015 consolidated revenue decreased \$796.4 million, or 10.3% to \$7.0 billion compared to 2014, reflecting an organic decline of 9.8%, an unfavorable impact of 3.9% from foreign currency translation, and 0.1% decline due to a disposed product line, offset by growth from acquisitions of 3.5%. Acquisition growth of 3.5% was largely driven by the recent acquisitions of JK Group, Gala Industries, and Reduction Engineering Scheer within our Engineered Systems and Fluids segments, respectively as well as the full-year benefit from the October 2014 acquisition of Accelerated within the Energy segment. Overall customer pricing was slightly unfavorable, impacting consolidated revenue 0.2%.

Our 2014 consolidated revenue increased 8.4% to \$7.8 billion compared with 2013, reflecting organic growth of 4.4%, acquisition- related growth of 4.4% and a slightly unfavorable impact from foreign currency translation. All four segments grew solidly year-over-year. Acquisition growth of 4.4% was largely driven by our Energy segment with the acquisitions of Accelerated and WellMark.

Gross Profit

Our gross profit decreased \$406.1 million, or 13.7%, in 2015 compared with 2014, primarily due to the significant decline in sales volumes partially offset by supply chain cost containment initiatives and the benefits of prior restructuring actions. Gross profit margin declined 150 basis points due to an unfavorable product mix as those businesses with historically higher margin contributions experienced significant revenue declines.

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Our gross profit increased \$195.7 million or 7.0% in 2014 compared with 2013, reflecting the benefit of increased sales volumes. Gross profit margin declined 40 basis points due to the impact of higher restructuring costs of \$14.4 million, higher acquisition-related depreciation and amortization of \$15.4 million, and higher one-time labor costs as we completed the transition to new production sites.

Selling and Administrative Expenses

Selling and administrative expenses decreased \$111.4 million, or 6.3%, in 2015 compared with 2014 reflecting the impact of cost savings realized as the result of restructuring programs and reduced discretionary spending. As a percentage of revenue, selling and administrative expenses increased 100 basis points in 2015 to 23.7%, reflecting deleveraging of fixed administrative costs, particularly within the Energy segment. Additionally, higher restructuring costs of \$8.9 million as compared to 2014 also contributed to higher selling and administrative expenses relative to the revenue base.

Higher selling and administrative expenses in 2014 relative to 2013 reflect general increases across the segments in support of higher volumes. As a percentage of revenue, selling and administrative expenses increased 10 basis points in 2014 to 22.7% as compared to 22.6% for 2013. Results for 2014 include a \$3.6 million one-time settlement charge for lump-sum payments made to participants in our U.S. defined benefit pension plan. Selling and administrative expenses for the 2013 period also include certain one-time gains of \$6.8 million associated with the sale of land in Switzerland and pension curtailment gain of \$4.4 million recognized in connection with the freeze of future service benefits for the U.S. benefit plans. Adjusting for these one-time items, selling and administrative expenses as a percentage of revenue improved 20 basis points in 2014 relative to 2013 as a result of leverage from higher revenue levels, which more than offset higher acquisition-related depreciation and amortization and increased restructuring charges.

Non-Operating Items

Interest expense, net, remained relatively flat at \$127.3 million in 2015 due to higher interest rates on commercial paper year over year offset by lower interest on the Euro-denominated debt and on the \$400.0 million notes issued during the fourth quarter. In 2014, our interest expense, net, increased 5.4% to \$127.2 million due primarily to higher interest rates on the euro-denominated debt issued in the fourth quarter of 2013.

Other expense (income), net in 2015, 2014, and 2013 includes \$1.6 million, \$2.1 million, and \$5.6 million, respectively, of net foreign exchange losses resulting from the re-measurement and settlement of foreign currency denominated balances. These foreign exchange losses were more than offset by other nonrecurring items including income due to insurance settlements for property damage of \$3.6 million, \$5.1 million and \$7.4 million in 2015, 2014 and 2013, respectively. Other income for 2015 and 2014 also included \$3.3 million and \$1.7 million, respectively, for earnings on equity method investments during the year.

Income Taxes

Our businesses span the globe with 33.8%, 27.8%, and 31.7% of our pre-tax earnings in 2015, 2014, and 2013, respectively, generated in foreign jurisdictions. Foreign earnings are generally subject to local country tax rates that are below the 35.0% U.S. statutory rate. We also benefit from tax holidays and incentives in a number of the foreign jurisdictions. As a result, our effective non-U.S. tax rate is typically significantly lower than the U.S. statutory rate.

The 2015 effective tax rate on continuing operations was 25.6% compared to the 2014 rate of 28.9%. The 2015 and 2014 rates were impacted by \$17.5 million and \$11.3 million of favorable net discrete items, principally related to settlements of uncertain tax matters. After adjusting for discrete items, the effective tax rates were 27.8% for 2015 and 29.9% for 2014. Our 2015 tax rate was lower than the prior year due to the mix of earnings driven principally by reduced U.S. earnings within our Energy segment.

We believe it is reasonably possible during the next twelve months that uncertain tax positions may be settled, which could result in a decrease in the gross amount of unrecognized tax benefits. This decrease may result in an income tax benefit. Due to the potential for resolution of federal, state, and foreign examinations, and the expiration of various statutes of limitation, our gross unrecognized tax benefits balance may change within the next twelve months by a range of zero to \$18.0 million. Some portion of such change may be reported as discontinued operations. We believe adequate provision has been made for all income tax uncertainties.

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The 2013 effective tax rate on continuing operations was 23.8%. The effective tax rate in 2013 was impacted by favorable net discrete items totaling \$75.5 million, principally related to the conclusion of certain U.S. federal, state and international tax audits, a favorable court opinion, certain cross-border tax consequences and the effect of the American Tax Relief Act of 2012 which was enacted on January 2, 2013. After adjusting for discrete and other items, the effective tax rate for 2013 was 31.0%.

Earnings from Continuing Operations

Earnings from continuing operations decreased 23.4% to \$595.9 million, or \$3.74 EPS in 2015, compared with earnings from continuing operations of \$778.1 million, or \$4.61 EPS, in 2014. These results include discrete tax benefits of \$17.5 million, or \$0.11 EPS, in 2015 and \$11.3 million, or \$0.07 EPS, in 2014. Excluding these tax benefits, earnings from continuing operations decreased 24.6% in 2015 primarily due to lower revenues and additional restructuring charges, partially offset by benefits from productivity and cost containment initiatives. EPS decreased in 2015 as a result of lower earnings, partially offset by lower weighted average shares outstanding relative to 2014 due to approximately eight million shares repurchased during the year.

Earnings from continuing operations decreased 2.4% in 2014, compared with earnings from continuing operations of \$797.5 million, or \$4.60 EPS, in 2013. These results include discrete tax benefits of \$11.3 million in 2014 and \$75.5 million, or \$0.43 EPS, in 2013. Excluding these tax benefits, earnings from continuing operations increased 6.2% primarily due to higher revenues and benefits from productivity and cost containment initiatives, offset by higher restructuring and acquisition-related expenses. EPS increased in 2014, reflecting the impact of higher earnings and lower weighted average shares outstanding relative to 2013 due to over seven million shares repurchased during the year.

Discontinued Operations

The results of discontinued operations for the year ended December 31, 2015, primarily include the gain on sale of \$265.6 million as a result of the sale of Datamax O'Neil and Sargent Aerospace and \$6.3 million of earnings attributable to those businesses prior to their disposal. These businesses were previously included in the results of the Engineered Systems segment and were reclassified to discontinued operations in 2014.

The results of discontinued operations for the year ended December 31, 2014 totaled a net loss of \$2.9 million. This amount includes a loss on the sale of DEK of \$6.9 million and a gain of \$3.2 million in connection with a working capital adjustment for ECT, which was sold in 2013. Also reflected within the net loss from discontinued operations is \$32.3 million of after-tax earnings for those businesses classified as discontinued operations, including Datamax O'Neil and Sargent Aerospace, \$27.1 million of spin-off costs and a pension settlement charge of \$4.4 million, net of tax, attributable to lump sum payments made to Knowles participants in Dover's qualified defined benefit pension plan.

Earnings from discontinued operations for the year ended December 31, 2013 were \$205.6 million, which primarily reflects after-tax earnings of the five businesses classified as discontinued operations as well as discrete tax benefits of \$54.8 million, \$30.1 million of spin-off costs, and \$18.3 million of interest on tax obligations in foreign jurisdictions. Also reflected in discontinued operations is a net loss on the sale of ECT, including impairments, of \$21.5 million and \$14.0 million of impairment relating to DEK.

Refer to Note 3 Disposed and Discontinued Operations in the Consolidated Financial Statements in Item 8 of this Form 10-K for additional information on disposed and discontinued operations.

Restructuring Activities

2015 Restructuring Activities

The Company incurred \$55.2 million of restructuring charges during 2015 including the programs described below.

- The Energy segment incurred restructuring charges of \$30.8 million related to various programs across the segment focused on workforce reductions and field service consolidations. These programs were initiated to better align cost base with the significantly lower demand environment.
- The Engineered Systems segment recorded \$13.3 million of restructuring charges relating to headcount reductions across various businesses primarily related to optimization of administrative functions within the Printing & Identification platform and U.S. manufacturing consolidation within the Industrials platform.
- The Fluids segment recorded \$4.9 million of restructuring charges principally related to reduction in workforce for those businesses serving the Pumps markets. Additional restructuring was completed in the pumps businesses for facility consolidation.
- The Refrigeration & Food Equipment segment recorded restructuring charges of \$5.8 million, primarily related to asset impairments due to exit plans at targeted facilities and headcount reductions.

We anticipate that much of the benefit of these 2015 programs will be realized in 2016 and into 2017. We also expect to fund the remainder of the 2015 programs currently underway over the next 12 to 18 months. In light of the economic uncertainty in certain of our end markets and our continued focus on improving our operating efficiency, it is possible that additional programs may be implemented throughout the remainder of 2016.

2014 Restructuring Activities

The Company incurred \$44.8 million of restructuring charges during 2014 including the programs described below.

- The Energy segment incurred restructuring charges of \$7.5 million, related principally to a facility consolidation in its businesses serving the compression markets and a reduction in workforce.
- The Engineered Systems segment recorded \$6.6 million of restructuring charges relating to facility consolidations within both the Printing & Identification and Industrials platforms, as well as actions taken to optimize costs related to engineering, sales, and administrative functions within the Printing & Identification platform.
- The Fluids segment recorded \$3.8 million of restructuring charges principally related to reduction in workforce for those businesses serving the Pumps markets.
- The Refrigeration & Food Equipment segment recorded restructuring charges of \$24.9 million, primarily related to headcount reductions and exit plans at targeted facilities, including approximately \$17.5 million related to the closure of a European-based facility within Refrigeration.
- Corporate recorded restructuring charges of approximately \$2.0 million, primarily severance expense, resulting from the Company's decision to realign its businesses into a new segment structure in the first quarter of 2014 following the spin-off of Knowles.

Restructuring initiatives in 2013 were limited to a few targeted facility consolidations and headcount reductions. We incurred restructuring charges of \$9.1 million relating to such activities. See Note 8 Restructuring Activities in the Consolidated Financial Statements in Item 8 of this Form 10-K for additional details regarding our recent restructuring activities.

SEGMENT RESULTS OF OPERATIONS

The summary that follows provides a discussion of the results of operations of each of our four reportable operating segments (Energy, Engineered Systems, Fluids, and Refrigeration & Food Equipment). Each of these segments is comprised of various product and service offerings that serve multiple end markets. See Note 16 Segment Information in the Consolidated Financial Statements in Item 8 of this Form 10-K for a reconciliation of segment revenue, earnings, and operating margin to our consolidated revenue, earnings from continuing operations, and operating margin. Segment EBITDA and segment EBITDA margin, which are presented in the segment discussion that follows, are non-GAAP measures and do not purport to be alternatives to operating income as a measure of operating performance. We believe that these measures are useful to investors and other users of our financial information in evaluating ongoing operating profitability as they exclude the depreciation and amortization expense related primarily to capital expenditures and acquisitions that occurred in prior years, as well as in evaluating operating performance in relation to our competitors. For further information, see the Non-GAAP Disclosures at the end of this Item 7.

Energy

Our Energy segment, serving the Drilling & Production, Bearings & Compression, and Automation end markets, is a provider of customer-driven solutions and services for safe and efficient production and processing of fuels worldwide and has a strong presence in the bearings and compression components and automation markets.

<i>(dollars in thousands)</i>	Years Ended December 31,			% Change	
	2015	2014	2013	2015 vs. 2014	2014 vs. 2013
Revenue:					
Drilling & Production	\$ 1,009,416	\$ 1,459,514	\$ 1,378,225	(30.8)%	5.9 %
Bearings & Compression	306,387	347,470	341,628	(11.8)%	1.7 %
Automation	167,877	210,255	134,000	(20.2)%	56.9 %
Total	\$ 1,483,680	\$ 2,017,239	\$ 1,853,853	(26.4)%	8.8 %
Segment earnings	\$ 173,190	\$ 461,815	\$ 459,649	(62.5)%	0.5 %
Operating margin	11.7%	22.9%	24.8%		
Segment EBITDA	\$ 314,969	\$ 573,771	\$ 558,724	(45.1)%	2.7 %
Segment EBITDA margin	21.2%	28.4%	30.1%		
Other measures:					
Depreciation and amortization	\$ 141,779	\$ 111,956	\$ 99,075	26.6 %	13.0 %
Bookings	1,429,260	2,016,411	1,853,562	(29.1)%	8.8 %
Backlog	155,586	233,347	206,790	(33.3)%	12.8 %
Components of revenue growth:					
Organic (decline) growth				(34.3)%	3.1 %
Acquisitions				9.3 %	6.6 %
Foreign currency translation				(1.4)%	(0.9)%
				(26.4)%	8.8 %

2015 Versus 2014

Revenue generated by our Energy segment decreased \$533.6 million, or 26.4%, as compared with 2014, composed of an organic revenue decline of 34.3% and an unfavorable impact from foreign currency translation of 1.4%, offset by 9.3% acquisition-related growth. This decline in revenue was the result of significantly lower demand from our customers as a result of the

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dramatic decrease in the price of oil during 2015 and a decline of approximately 47% in the year over year average number of active drilling rigs in the U.S. The impact of strategic customer price reductions on revenue was approximately 1.7% in 2015.

- Drilling & Production end market revenue (representing 68.0% of segment revenue) decreased \$450.1 million, or 30.8%, due to significantly reduced demand and customer inventory reductions in our North American markets caused by the decrease in the price of oil and reduced number of active drilling rigs. The decrease in revenue for Drilling & Production was partially offset by acquisition-related growth, mainly due to our acquisition of Accelerated in the fourth quarter of 2014.
- Bearings & Compression end market revenue (representing 20.7% of segment revenue) decreased \$41.1 million, or 11.8% due to ongoing declines in our Bearings end market, as slower OEM build rates continued, especially with oil and gas customers.
- Automation end market revenue (representing approximately 11.3% of segment revenue) decreased \$42.4 million, or 20.2%. The favorable impact of recent acquisitions was more than offset by customer project delays, as low oil prices and uncertainties resulted in reduced capital spending by service and exploration and production companies.

Segment earnings decreased \$288.6 million, or 62.5%, for our Energy segment, as compared to the prior year, primarily driven by lower volume for our businesses serving the Drilling & Production end market as well as higher acquisition-related depreciation and amortization of approximately \$10.1 million over the prior year. In addition, restructuring charges increased \$23.3 million over the prior year, as the segment continued targeted workforce reductions and field service consolidations.

Bookings for the year ended December 31, 2015 decreased 29.1% compared to 2014, reflecting ongoing market weakness. Backlog at December 31, 2015 decreased 33.3% compared to the prior year due to decreased demand in all three end markets primarily due to lower oil prices. Segment book-to-bill was 0.96.

2014 Versus 2013

Energy segment revenue for the year increased \$163.4 million, an 8.8% increase over the prior year including organic growth of 3.1%, acquisition-related growth of 6.6%, slightly offset by an unfavorable impact from foreign currency translation of 0.9%. Customer pricing was neutral when comparing 2014 to the prior year.

- Drilling & Production revenue (representing 72.4% of 2014 segment revenue) increased \$81.3 million, or 5.9%. Growth was driven by strong U.S. drilling and artificial lift activity and the impact of acquisitions, particularly Accelerated Companies LLC, purchased in October 2014. This growth was partially offset by expected lower project-related shipments in Australia and lower demand for winches in the military and infrastructure markets.
- Bearings & Compression revenue (representing 17.2% of 2014 segment revenue) increased \$5.8 million, or 1.7%. This growth resulted from increased demand in our Compression end market, partially offset by softness in our Bearings end market due to slower OEM build rates.
- Automation revenue (representing 10.4% of 2014 segment revenue) increased \$76.3 million, or 56.9%, primarily resulting from growth relating to the 2014 acquisitions of Wellmark Holdings, Inc. and Timberline Manufacturing as well as the full year impact of the 2013 acquisition of SPIRIT. Growth in 2014 was also driven by strong drilling activity and increased sensor replacement in the downhole pressure transducers business.

Energy earnings in 2014 increased \$2.2 million compared to 2013, or 0.5%, primarily due to higher Drilling and Automation revenue partially offset by higher acquisition-related depreciation and amortization of approximately \$22.0 million, as well as higher restructuring costs of \$8.4 million. The operating margin decrease of 190 basis points was also partially impacted by unfavorable material pricing in the artificial lift businesses.

Engineered Systems

Our Engineered Systems segment is comprised of two platforms, Printing & Identification and Industrials, and is focused on the design, manufacture and service of critical equipment and components serving the fast-moving consumer goods, digital textile printing, vehicle service, environmental solutions and industrials end markets.

<i>(dollars in thousands)</i>	Years Ended December 31,			% Change	
	2015	2014	2013	2015 vs. 2014	2014 vs. 2013
Revenue:					
Printing & Identification	\$ 943,670	\$ 988,884	\$ 877,875	(4.6)%	12.6 %
Industrials	1,399,243	1,397,081	1,300,095	0.2 %	7.5 %
	<u>\$ 2,342,913</u>	<u>\$ 2,385,965</u>	<u>\$ 2,177,970</u>	(1.8)%	9.5 %
Segment earnings	\$ 376,961	\$ 386,998	\$ 347,497	(2.6)%	11.4 %
Operating margin	16.1%	16.2%	16.0%		
Segment EBITDA	\$ 436,875	\$ 448,944	\$ 406,555	(2.7)%	10.4 %
Segment EBITDA margin	18.6%	18.8%	18.7%		
Other measures:					
Depreciation and amortization	\$ 59,914	\$ 61,946	\$ 59,058	(3.3)%	4.9 %
Bookings					
Printing & Identification	\$ 937,215	\$ 993,204	\$ 879,531	(5.6)%	12.9 %
Industrials	1,369,438	1,451,847	1,316,228	(5.7)%	10.3 %
	<u>\$ 2,306,653</u>	<u>\$ 2,445,051</u>	<u>\$ 2,195,759</u>	(5.7)%	11.4 %
Backlog					
Printing & Identification	\$ 98,288	\$ 110,359	\$ 95,597	(10.9)%	15.4 %
Industrials	250,725	282,598	231,748	(11.3)%	21.9 %
	<u>\$ 349,013</u>	<u>\$ 392,957</u>	<u>\$ 327,345</u>	(11.2)%	20.0 %
Components of revenue growth:				2015 vs. 2014	2014 vs. 2013
Organic growth				3.2 %	6.2 %
Acquisitions				0.9 %	4.1 %
Foreign currency translation				(5.9)%	(0.8)%
				<u>(1.8)%</u>	<u>9.5 %</u>

2015 Versus 2014

Engineered Systems revenue for 2015 decreased \$43.1 million, or 1.8% as compared to 2014 primarily driven by an unfavorable impact from foreign currency of 5.9%, partially offset by organic growth of 3.2% and acquisition-related growth of 0.9%. The Engineered Systems segment derived 45% of its revenues outside the U.S. in 2015, primarily within Europe. A significant portion of the segment's sales were impacted by the strengthening of the U.S. dollar against the Euro and other global currencies in 2015. Customer pricing did not have a significant impact on the segment in 2015.

- Revenue derived from our Printing & Identification platform (representing 40.3% of segment revenue) decreased \$45.2 million, or 4.6%. The growth in organic revenue of 4.6% and acquisition-related growth of 2.2% was more than offset by the negative impact of foreign currency translation of 11.4%, as the Euro and several other currencies weakened against the U.S. dollar.

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- Revenue of our Industrials platform (representing 59.7% of segment revenue), increased \$2.2 million, or 0.2%, as compared to the prior year. Organic growth of 2.3% was driven by continued strong results in our waste handling and auto-related businesses, partially offset by softness in other Industrials businesses. This increase was partially offset by a 2.1% unfavorable foreign currency translation impact.

Engineered Systems segment earnings in 2015 decreased \$10.0 million, or 2.6%, compared with 2014. Increased volume as a result of organic growth was more than offset by the significant, unfavorable impact from foreign currency and higher restructuring charges of \$6.7 million. Operating margin remained flat with the prior year, reflecting productivity gains and the benefits from completed restructuring initiatives.

Bookings for our Industrials platform decreased 5.7% due to a decline in organic growth and foreign currency translation. Our Printing & Identification bookings decreased 5.6%, due to the impact of foreign currency translation offset by recent acquisitions and organic growth. Segment book-to-bill was 0.98.

2014 Versus 2013

Engineered Systems 2014 revenue increased \$208.0 million, or 9.5%, including organic revenue growth of 6.2% and growth from recent acquisitions of 4.1%, partially offset by an unfavorable impact from foreign currency translation of 0.8%. Customer pricing did not have a significant impact on Engineered Systems revenue in 2014 as compared to 2013.

- Revenue within Printing & Identification (representing 41.4% of 2014 segment revenue) increased \$111.0 million, or 12.6%, including organic growth of 4.8% and 9.7% acquisition-based growth, partially offset by a 1.9% unfavorable impact of foreign currency translation. Broad-based global growth in both our fast moving consumer goods and industrial businesses, especially in the U.S., drove organic revenue growth. Acquisition growth was primarily driven by MS Printing Solutions, acquired in February 2014, contributing revenue growth of approximately 8.0% as compared to 2013.
- Revenue derived from Industrials (representing 58.6% of 2014 segment revenue) increased \$97.0 million, or 7.5%, as compared to the prior year comprising organic growth of 7.1% resulting from broad-based growth led by our auto-related and waste equipment businesses. Acquisition-related revenue increased 0.2%, while foreign currency translation had a favorable impact of 0.1%.

Engineered Systems segment earnings in 2014 increased \$39.5 million, or 11.4%, compared with 2013, as a result of increased volume and productivity improvements and recent acquisitions. Operating margin increased 20 basis points compared to 2013, as productivity savings were partially offset by higher acquisition-related costs, including \$6.5 million of depreciation and amortization, as well as higher restructuring costs of \$3.0 million.

Fluids

Our Fluids segment, serving the Fluid Transfer and Pumps end markets, is focused on the safe handling of critical fluids across the retail fueling, chemical, hygienic, oil and gas and industrial end markets.

<i>(dollars in thousands)</i>	Years Ended December 31,			% Change	
	2015	2014	2013	2015 vs. 2014	2014 vs. 2013
Revenue:					
Fluid Transfer	\$ 792,971	\$ 778,979	\$ 665,559	1.8 %	17.0 %
Pumps	606,302	651,587	571,279	(6.9)%	14.1 %
Total	\$ 1,399,273	\$ 1,430,566	\$ 1,236,838	(2.2)%	15.7 %
Segment earnings	\$ 262,117	\$ 251,639	\$ 224,523	4.2 %	12.1 %
Operating margin	18.7%	17.6%	18.2%		
Segment EBITDA	\$ 318,195	\$ 312,542	\$ 273,335	1.8 %	14.3 %
Segment EBITDA margin	22.7%	21.8%	22.1%		
Other measures:					
Depreciation and amortization	\$ 56,078	\$ 60,903	\$ 48,812	(7.9)%	24.8 %
Bookings	1,351,191	1,434,358	1,261,922	(5.8)%	13.7 %
Backlog	243,459	277,834	310,330	(12.4)%	(10.5)%
Components of revenue growth:				2015 vs. 2014	2014 vs. 2013
Organic growth				0.8 %	7.5 %
Acquisitions				2.4 %	8.3 %
Foreign currency translation				(5.4)%	(0.1)%
				(2.2)%	15.7 %

2015 Versus 2014

Fluids segment revenue decreased \$31.3 million, or 2.2%, compared to 2014, comprised of an unfavorable foreign currency impact of 5.4%, offset by organic growth of 0.8% and acquisition-related growth of 2.4%. Fluids segment revenue experienced some favorability in 2015 as a result of strategic customer pricing offset by pricing pressure in polymer pumps and pressures within the oil and gas markets.

- Fluid Transfer revenue (representing 56.7% of 2015 segment revenue) increased \$14.0 million, or 1.8%, compared to the prior year. The Fluid Transfer businesses grew organically and continue to benefit from acquisition-related growth, which partially offset the unfavorable impact of foreign currency translation.
- Pumps revenue (representing 43.3% of 2015 segment revenue) decreased \$45.3 million, or 6.9%, as compared with the prior year, as solid results for our plastic and polymer pump business were offset by the impacts of foreign currency and slower activity in oil and gas-related pump end markets.

Fluids segment earnings increased \$10.5 million, or 4.2%, for the year ended December 31, 2015 compared to the prior year period, driven by the benefits of completed restructuring and productivity actions. Operating margin expanded 110 basis points, in spite of an increase in depreciation and amortization expense related to recent acquisitions, higher restructuring charges as compared to the prior year period, deal related expenses and the unfavorable impact of foreign currency.

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Bookings for 2015 decreased 5.8% as compared to 2014, and backlog levels decreased 12.4% at December 31, 2015 compared to the prior year end, primarily reflecting the timing of project-related orders within Pumps. Book to bill was 0.97.

2014 Versus 2013

Fluids segment revenue increased \$193.7 million, or 15.7%, compared to 2013, comprised of organic revenue growth of 7.5%, acquisition-related growth of 8.3%, partially offset by an unfavorable foreign currency impact of 0.1%. Customer pricing provided favorability due in 2014 as compared to 2013.

- Fluid Transfer revenue (representing 54.5% of 2014 segment revenue) increased \$113.4 million, or 17.0%, compared to the prior year. Growth was driven by strong fuel transportation and global retail fueling environment markets, as well as from recent acquisitions.
- Pumps revenue (representing 45.5% of 2014 segment revenue) increased \$80.3 million, or 14.1%, as compared with the prior year. Growth was driven by solid global demand, growth from recent acquisitions and new product introductions.

Fluids segment earnings increased \$27.1 million, or 12.1%, in 2014 compared to 2013, as volume leverage, productivity initiatives and strategic pricing more than offset incremental costs associated with recent acquisitions, including approximately \$10.7 million of depreciation and amortization. Operating margin decreased 60 basis points, primarily due to the aforementioned impact of recent acquisitions, as well as higher restructuring charges to better streamline businesses, particularly within the businesses serving the Pumps end market.

Refrigeration & Food Equipment

Our Refrigeration & Food Equipment segment is a provider of innovative and energy efficient equipment and systems serving the commercial refrigeration and food service end markets.

<i>(dollars in thousands)</i>	Years Ended December 31,			% Change	
	2015	2014	2013	2015 vs. 2014	2014 vs. 2013
Revenue:					
Refrigeration	\$ 1,336,829	\$ 1,483,157	\$ 1,449,857	(9.9)%	2.3 %
Food Equipment	394,601	438,032	437,983	(9.9)%	— %
Total	\$ 1,731,430	\$ 1,921,189	\$ 1,887,840	(9.9)%	1.8 %
Segment earnings	\$ 221,299	\$ 238,734	\$ 267,307	(7.3)%	(10.7)%
Operating margin	12.8%	12.4%	14.2%		
Segment EBITDA	\$ 287,373	\$ 307,435	\$ 334,535	(6.5)%	(8.1)%
Segment EBITDA margin	16.6%	16.0%	17.7%		
Other measures:					
Depreciation and amortization	\$ 66,074	\$ 68,701	\$ 67,228	(3.8)%	2.2 %
Bookings	1,717,100	1,863,207	1,882,338	(7.8)%	(1.0)%
Backlog	247,352	282,507	347,004	(12.4)%	(18.6)%
Components of revenue growth:				2015 vs. 2014	2014 vs. 2013
Organic (decline) growth				(7.8)%	1.7 %
Acquisitions				0.7 %	0.2 %
Dispositions				(0.4)%	— %
Foreign currency translation				(2.4)%	(0.1)%
				(9.9)%	1.8 %

2015 Versus 2014

Refrigeration & Food Equipment segment revenue decreased \$189.8 million, or 9.9%, compared to 2014, comprised of an organic revenue decline of 7.8%, an unfavorable impact from foreign currency translation of 2.4%, and a 0.4% decline due to dispositions. The decline was slightly offset by acquisition-related growth of 0.7%. Customer pricing did not have a significant impact on the segments revenue in 2015.

- Refrigeration revenue (representing 77.2% of segment revenue) decreased \$146.3 million, or 9.9%, year over year, primarily driven by the anticipated decline in organic revenue due to reduced volume from a major food retail customer, as well as an unfavorable impact from foreign currency translation, primarily the Euro.
- Food Equipment revenue (representing 22.8% of segment revenue) decreased \$43.4 million, or 9.9%, compared with the prior year mainly due to market softness in our beverage can forming equipment and food packaging machinery businesses, as well as the unfavorable impact of foreign currency translation.

Refrigeration & Food Equipment segment earnings decreased \$17.4 million, or 7.3%, for the year ended December 31, 2015 compared to the prior year period, primarily due to volume declines, partially offset by the benefits of restructuring programs and productivity initiatives. Operating margin increased 40 basis points, reflecting the benefits of restructuring programs and reduced supply chain and manufacturing costs as well as lower restructuring charges in 2015 as compared to the prior year.

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Results of operations for the Refrigeration & Food Equipment segment include a product line that was disposed in the fourth quarter of 2015. The disposal of this product line reduced segment revenue by 0.4% in 2015. The segment recognized a minimal gain on sale upon disposal of this product line.

Bookings for 2015 decreased 7.8% as compared to 2014, and backlog levels decreased 12.4% at December 31, 2015 compared to the prior year end, principally reflecting the reduction of orders from a major food retailer as well as the unfavorable impact of foreign currency translation. Book to bill was 0.99.

2014 Versus 2013

Revenue generated by our Refrigeration & Food Equipment segment in 2014 increased \$33.3 million, or 1.8%, compared to 2013. The overall increase in revenue includes organic growth of 1.7%, and acquisition growth of 0.2%. Foreign currency translation had an unfavorable impact of 0.1%. Pricing was neutral in 2014 as compared to 2013.

- Revenue in our Refrigeration end market (representing 77.2% of 2014 segment revenue) increased \$33.3 million, or 2.3%, resulting from solid activity with major food retailers.
- Revenue derived from Food Equipment (representing 22.8% of 2014 segment revenue) was flat year over year, where growth in commercial kitchen and can-forming equipments was offset by soft food processing equipment activity.

Refrigeration & Food Equipment segment earnings in 2014 decreased \$28.6 million, or 10.7% compared with 2013, with a decrease in operating margin of 180 basis points. The earnings and margin decreases were driven by non-recurring restructuring of \$24.9 million (\$19.4 million higher as compared to 2013) primarily for the closure of a European-based facility, unfavorable product mix, as well as a \$6.8 million land sale gain in the prior year that did not repeat.

FINANCIAL CONDITION

We assess our liquidity in terms of our ability to generate cash to fund our operating, investing, and financing activities. Significant factors affecting liquidity are: cash flows generated from operating activities, capital expenditures, acquisitions, dispositions, dividends, repurchase of outstanding shares, adequacy of available commercial paper and bank lines of credit, and the ability to attract long-term capital with satisfactory terms. We generate substantial cash from the operations of our businesses and remain in a strong financial position, with sufficient liquidity available for reinvestment in existing businesses and strategic acquisitions.

Cash Flow Summary

The following table is derived from our Consolidated Statement of Cash Flows:

Cash Flows from Continuing Operations (in thousands)	Years Ended December 31,		
	2015	2014	2013
Net Cash Flows Provided By (Used In):			
Operating activities	\$ 949,059	\$ 950,164	\$ 979,612
Investing activities	(34,578)	(782,557)	(361,677)
Financing activities	(1,091,886)	(255,489)	(678,542)

Operating Activities

Cash provided by operating activities in 2015 decreased \$1.1 million relative to 2014. This slight decline was driven primarily by lower continuing earnings excluding depreciation and amortization of \$162.4 million and lower compensation and expense accruals of \$114.1 million, offset by higher cash inflows from working capital of \$234.7 million relative to the prior year primarily driven by improvements in inventory, accounts receivable, and accounts payable through active working capital management.

Cash provided by operating activities in 2014 decreased \$29.4 million relative to 2013. This decline was driven by higher investments in working capital of \$43.4 million in 2014 relative to the prior year primarily due to the impact of timing of inventory purchases and vendor payments. In addition, higher tax payments of approximately \$54.0 million contributed to the decline in operating cash flow in 2014. These reductions were partially offset by higher continuing earnings before the impact of depreciation, amortization, and restructuring expenses and lower pension contributions of \$16.0 million.

Pension and Post-Retirement Activity: Total contributions to defined benefit pension plans during 2015 were \$21.9 million including contributions to our international pension plans and payments of benefits under our nonqualified supplemental pension plan.

The funded status of our qualified defined benefit pension plans is dependent upon many factors, including returns on invested assets, the level of market interest rates, and the level of funding. We contribute cash to our plans at our discretion, subject to applicable regulations and minimum contribution requirements. Cash contributions to the U.S. qualified benefit plans totaled \$9.0 million in 2013. Due to the overfunded status of this plan, the Company made no contributions in 2015 and 2014 and expects to make minimal contributions in the near term.

Our significant international pension obligations are located in regions where it is not economically advantageous to pre-fund the plans due to local regulations. Total cash contributions to ongoing international defined benefit pension plans in 2015, 2014, and 2013 totaled \$8.4 million, \$9.5 million, and \$9.8 million, respectively. In 2016, we expect to contribute approximately \$6.3 million to our non-U.S. plans. Our non-qualified supplemental pension plan is funded through Company assets as benefits are paid. During 2015 a total of \$12.8 million benefits were paid under this plan. See Note 14 Employee Benefit Plans in the Consolidated Financial Statements in Item 8 of this Form 10-K for further discussion regarding our post-retirement plans.

Adjusted Working Capital: In 2015, Adjusted Working Capital (a non-GAAP measure calculated as accounts receivable, plus inventory, less accounts payable) decreased from 2014 by \$162.6 million, or 11.3%, to \$1.3 billion, which reflected a decrease in receivables of \$66.3 million, a decrease in net inventory of \$60.8 million, and an increase in accounts payable of \$35.5 million. Excluding acquisitions, dispositions, and the effects of foreign exchange translation, adjusted working capital decreased by \$147.6 million, or 10.3%.

Investing Activities

Cash used in investing activities are derived from cash outflows for capital expenditures and acquisitions, partially offset by proceeds from sales of businesses, property, plant and equipment, and short-term investments. The majority of the activity in investing activities was comprised of the following:

- *Acquisitions:* In 2015, we deployed \$567.8 million to acquire four businesses. In comparison, we acquired seven business in 2014 for an aggregate purchase price of approximately \$802.3 million. Total acquisition spend in 2013 was nearly \$322.8 million and was comprised of ten businesses. See Note 2 Acquisitions in the Consolidated Financial Statements in Item 8 of this Form 10-K for additional information with respect to recent acquisitions.
- *Capital spending:* Capital expenditures, primarily to support productivity and new product launches were \$154.3 million in 2015, \$166.0 million in 2014, and \$141.7 million in 2013. Our capital expenditures decreased \$11.8 million in the 2015 period as compared to 2014, primarily within Energy. We expect 2016 capital expenditures to approximate 2.3% of revenue as compared to capital expenditures of 2.2% of revenue in 2015.
- *Proceeds from sale of businesses:* In 2015, we generated cash proceeds of \$689.3 million, primarily from the sale of Datamax O'Neil and Sargent Aerospace. In 2014, we generated cash proceeds of \$191.3 million, primarily from the sale of DEK and \$16.3 million from the collection of deferred sale proceeds on the 2013 sale of ECT. Cash proceeds of \$76.5 million in 2013 were primarily the result of the sale of ECT.

On January 7, 2016 we acquired the dispenser and system businesses of Tokheim Group S.A.S. ("Tokheim") for a purchase price of approximately €411.3 million, or \$448.7 million. Of the total purchase price, €290.0 million, approximately \$316.4 million, was funded through incremental borrowings of commercial paper with the remainder funded through available cash on hand.

We anticipate that capital expenditures and any additional acquisitions we make in 2016 will be funded from available cash and internally generated funds and, if necessary, through the issuance of commercial paper, the use of established lines of credit, or by accessing the public debt or equity markets.

Financing Activities

Our cash flow from financing activities generally relates to the use of cash for purchases of our common stock and payment of dividends, offset by net borrowing activity and proceeds from the exercise of stock options. The majority of financing activity was attributed to the following:

- *Long-term debt and commercial paper and notes payable, net:* During 2015, we decreased net borrowings from commercial paper by \$327.0 million, we repaid the Company's \$300.0 million of 4.875% notes, which matured October 15, 2015, and we issued \$400.0 million, 3.150% notes realizing cash proceeds of \$394.3 million, net of discounts and issuance costs. In 2014, we had cash inflow of \$251.5 million from commercial paper issuances, principally to fund acquisitions during the period, including Accelerated Companies in the fourth quarter. In December 2013, the Company issued €300.0 million of 2.125% euro-denominated notes due in 2020. The proceeds of \$403.8 million from this issuance, net of discounts and issuance costs, were primarily used to repay \$381.0 million in commercial paper and fund business acquisitions.
- *Treasury purchases:* In January 2015, Dover's Board of Directors approved a new standing share repurchase authorization, whereby the Company may repurchase up to 15 million shares of its common stock over the following three years. This share repurchase authorization replaced the previous November 2012 authorization. These share repurchases are opportunistic buybacks made as part of management's capital allocation strategy. These repurchases are also made to offset the dilutive impact of shares issued under our equity compensation plans. During 2015, we used \$600.2 million to repurchase 8.2 million shares under this authorization. As of December 31, 2015, the number of shares still available for repurchase under the January 2015 share repurchase authorization was 6.8 million. During 2014, we completed the repurchase of 7.5 million shares at a total cost of \$601.1 million under the May and November 2012 board-approved stock repurchase programs. We used \$457.4 million in 2013 to repurchase 6.0 million shares under the November 2012 facility. In addition, in 2013 the Company repurchased 5,951 shares from employees for a total cost of \$0.5 million.

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- *Dividend payments:* Total dividend payments to common shareholders were \$258.0 million in 2015, \$258.5 million in 2014 and \$247.8 million in 2013. Our dividends paid per common share increased 6% to \$1.64 per share in 2015 compared to \$1.55 per share in 2014. This represents the 60th consecutive year that our dividend has increased.
- *Net Proceeds from the exercise of share-based awards:* Proceeds from the exercise of share-based awards were \$4.0 million, \$20.3 million, and \$38.9 million in 2015, 2014, and 2013, respectively. These proceeds have declined in recent periods due to the decline in the Company's stock price, the decrease in the number of stock options outstanding, and a larger number of cashless exercises of equity awards. Payments to settle tax obligations on these exercises were \$5.0 million, \$21.2 million, and \$31.3 million in 2015, 2014, and 2013, respectively. These tax payments have been declining in relation to the declining number of exercises in recent years.
- *Cash received from Knowles, net of cash distributed:* In connection with the separation of Knowles from Dover in 2014, Knowles made a cash payment of \$400.0 million to Dover immediately prior to the distribution. Dover received net cash of \$360.0 million upon separation, which reflects the \$400.0 million cash payment due net of cash held by Knowles at the time of distribution and retained by it in connection with its separation from Dover. Dover utilized the net proceeds from Knowles to pay down commercial paper and to repurchase shares of its common stock in the first quarter of 2014.

Cash Flows from Discontinued Operations

Cash used in discontinued operations totaled \$115.9 million in 2015 as compared to cash provided of \$6.0 million in 2014. These cash flows reflect the operating results of Datamax O'Neil and Sargent Aerospace (prior to their sale in 2015), as well as the results of Knowles prior to its spin-off in the first quarter of 2014. Cash used in the 2015 period also includes \$110.5 million of taxes paid relating to the gain on the sale of Sargent Aerospace. Cash used in the 2014 period includes costs incurred for the spin-off of Knowles of \$27.1 million and capital expenditures of \$20.6 million.

In 2013, cash provided by discontinued operations of \$65.8 million included full year results for those business classified as discontinued operations, which include Knowles, DEK, ECT, Sargent Aerospace, and Datamax O'Neil. The cash generated from operations was offset by costs incurred for the spin-off of Knowles of \$30.1 million and capital expenditures of \$101.6 million.

Liquidity and Capital Resources

Free Cash Flow

In addition to measuring our cash flow generation and usage based upon the operating, investing, and financing classifications included in the Consolidated Statements of Cash Flows, we also measure free cash flow (a non-GAAP measure). We believe that free cash flow is an important measure of operating performance because it provides management and investors a measurement of cash generated from operations that is available to repay debt, pay dividends, fund acquisitions, and repurchase our common stock. For further information, see the Non-GAAP Disclosures at the end of this Item 7.

The following table reconciles our free cash flow to cash flow provided by operating activities:

Free Cash Flow (dollars in thousands)	Years Ended December 31,		
	2015	2014	2013
Cash flow provided by operating activities	\$ 949,059	\$ 950,164	\$ 979,612
Less: Capital expenditures	(154,251)	(166,033)	(141,694)
Free cash flow	\$ 794,808	\$ 784,131	\$ 837,918
Free cash flow as a percentage of revenue	11.4%	10.1%	11.7%

For 2015, we generated free cash flow of \$794.8 million, representing 11.4% of revenue. Free cash flow in 2014 was \$784.1 million or 10.1% of revenue, and \$837.9 million, or 11.7% of revenue in 2013. The full year increase in 2015 free cash flow reflects our efforts around operating efficiencies and working capital management through our Dover Excellence program. We expect to generate free cash flow in 2016 of approximately 11.0% of revenue.

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The 2014 decrease in free cash flow compared to 2013 reflects a higher investment in working capital and higher capital expenditures, partially offset by higher earnings from continuing operations before depreciation and amortization.

Net Debt to Net Capitalization

We utilize the net debt to net capitalization calculation (a non-GAAP measure) to assess our overall financial leverage and capacity and believe the calculation is useful to investors for the same reason. The following table provides a reconciliation of net debt to net capitalization to the most directly comparable GAAP measures:

Net Debt to Net Capitalization Ratio (dollars in thousands)	December 31, 2015	December 31, 2014	December 31, 2013
Current maturities of long-term debt	\$ 122	\$ 299,956	\$ 2,778
Commercial paper	151,000	478,000	226,500
Long-term debt	2,617,342	2,253,041	2,599,201
Total debt	2,768,464	3,030,997	2,828,479
Less: Cash and cash equivalents	(362,185)	(681,581)	(803,882)
Net debt	2,406,279	2,349,416	2,024,597
Add: Stockholders' equity	3,644,575	3,700,725	5,377,396
Net capitalization	\$ 6,050,854	\$ 6,050,141	\$ 7,401,993
Net debt to net capitalization	39.8%	38.8%	27.4%

Our net debt to net capitalization ratio increased to 39.8% at December 31, 2015 compared to 38.8% at December 31, 2014. The increase in this ratio was driven by changes in net debt during the period. Net debt increased \$56.9 million during the period primarily due to a reduction in cash levels as a result of debt repayments, stock repurchases, and acquisitions, and higher long-term debt outstanding due to the \$400.0 million notes issued in the fourth quarter, offset by decreased commercial paper borrowings.

Our net debt to net capitalization ratio increased at December 31, 2014 compared to the prior year-end primarily due to the reduction in our net capitalization of \$1.3 billion for the period primarily due to the \$1.4 billion distribution of Knowles, \$601.1 million in share repurchases, and \$258.5 million of dividends, offset by \$775.2 million of current earnings. As described above, we also received a cash payment of \$360.0 million from Knowles, net of cash distributed, upon separation on February 28, 2014, which was used to fund share repurchases and reduce commercial paper balances. Net debt increased \$324.8 million during the period primarily due to increases in commercial paper balances and a reduction in cash levels to fund acquisitions, dividend payments, and other general operating purposes.

We use commercial paper borrowings for general corporate purposes, including the funding of acquisitions and the repurchase of our common stock. On November 10, 2015, we entered into a \$1.0 billion unsecured revolving credit facility with a syndicate of banks that replaced a facility with similar terms that was set to expire on November 16, 2016. The new facility will expire on November 10, 2020. This facility is used primarily as liquidity back-up for our commercial paper program. We have not drawn down any loans under this facility nor do we anticipate doing so. If we were to draw down a loan, at our election, the loan would bear interest at a Canadian Dollar, Eurodollar, Swedish Kroner, or Sterling rate based on CDOR, EURIBOR, LIBOR or STIBOR, plus an applicable margin ranging from 0.580% to 1.000% (subject to adjustment based on the rating accorded our senior unsecured debt by S&P and Moody's) or at a base rate pursuant to a formula defined in the facility. Under this facility, we are required to maintain an interest coverage ratio of EBITDA to consolidated net interest expense of not less than 3.0 to 1. We were in compliance with this covenant and our other long-term debt covenants at December 31, 2015 and had a coverage ratio of 13.3 to 1.0. We are not aware of any potential impairment to our liquidity and expect to remain in compliance with all of our debt covenants.

We also have a current shelf registration statement filed with the SEC that allows for the issuance of additional debt securities that may be utilized in one or more offerings on terms to be determined at the time of the offering. Net proceeds of any offering would be used for general corporate purposes, including repayment of existing indebtedness, capital expenditures, and acquisitions.

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At December 31, 2015, our cash and cash equivalents totaled \$362.2 million, of which approximately \$196.1 million was held outside the United States. Cash and cash equivalents are invested in highly liquid investment-grade money market instruments and bank deposits with maturities of three months or less. We regularly invest cash in excess of near-term requirements in money market instruments or short-term investments, which consist of investment grade time deposits with original maturity dates at the time of purchase of no greater than three months.

In 2014, we received a one-time cash dividend of approximately \$235.0 million as a result of certain restructuring arising from the spin-off of Knowles. The U.S. tax consequences of this intercompany dividend, which were not significant, have been included in our total income tax expense. Cash held by our foreign subsidiaries is generally used to finance foreign operations and investments, including acquisitions. It is our intent to indefinitely reinvest those funds outside the U.S. It is not practicable to estimate the amount of tax payable if some or all of such funds were to be repatriated and the amount of foreign tax credits available to reduce or eliminate the resulting U.S. income tax liability. Management believes it has sufficient liquidity to satisfy its cash needs, including its cash needs in the U.S.

Our ability to obtain debt financing at comparable risk-based interest rates is partly a function of our existing cash-flow-to-debt and debt-to-capitalization levels as well as our current credit standing. Our credit ratings, which are independently developed by the respective rating agencies, were as follows as of December 31, 2015:

	<u>Short Term Rating</u>	<u>Long Term Rating</u>	<u>Outlook</u>
Moody's	P-1	A2	Stable
Standard & Poor's	A-1	A	Negative
Fitch	F1	A	Stable

Short-term ratings of "P-1," "A-1" and "F1" are defined as a strong or superior ability to repay short-term debt obligations. A long-term rating of "A" or "A2" is defined as a strong capacity to meet financial commitments, but susceptible to adverse business or economic conditions.

We believe that existing sources of liquidity are adequate to meet anticipated funding needs at comparable risk-based interest rates for the foreseeable future. Acquisition spending and/or share repurchases could potentially increase our debt. Operating cash flow and access to capital markets are expected to satisfy our various cash flow requirements, including acquisitions and capital expenditures.

Off-Balance Sheet Arrangements and Contractual Obligations

As of December 31, 2015, we had approximately \$116.2 million outstanding in letters of credit with financial institutions, which expire at various dates in 2016 through 2020. These letters of credit are primarily maintained as security for insurance, warranty and other performance obligations. In general, we would only be liable for the amount of these guarantees in the event of default in the performance of our obligations, the probability of which we believe is remote.

We have also provided typical indemnities in connection with sales of certain businesses and assets, including representations and warranties and related indemnities for environmental, health and safety, tax, and employment matters. We do not have any material liabilities recorded for these indemnifications and are not aware of any claims or other information that would give rise to material payments under such indemnities.

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A summary of our consolidated contractual obligations and commitments as of December 31, 2015 and the years when these obligations are expected to be due is as follows:

<i>(in thousands)</i>	Total	Payments Due by Period				
		Less than 1 Year	1-3 Years	3-5 Years	More than 5 Years	Other
Long-term debt ⁽¹⁾	\$ 2,617,464	\$ 122	\$ 349,412	\$ 328,592	\$ 1,939,338	\$ —
Interest payments ⁽²⁾	1,666,518	122,755	235,972	207,360	1,100,431	—
Rental commitments	261,378	62,892	97,252	50,824	50,410	—
Purchase obligations	63,063	60,770	2,293	—	—	—
Capital leases	5,153	2,830	1,658	422	243	—
Supplemental & post-retirement benefits ⁽³⁾	170,663	30,336	28,934	30,289	81,104	—
Uncertain tax positions ⁽⁴⁾	79,992	—	—	—	—	79,992
Total obligations	\$ 4,864,231	\$ 279,705	\$ 715,521	\$ 617,487	\$ 3,171,526	\$ 79,992

(1) See Note 9 to the Consolidated Financial Statements. Amounts represent principal payments for all long-term debt, including current maturities.

(2) Amounts represent estimate of future interest payments on long-term debt using the interest rates in effect at December 31, 2015.

(3) Amounts represent estimated benefit payments under our unfunded supplemental and post-retirement benefit plans and our unfunded non-U.S. qualified defined benefit plans. See Note 14 to the Consolidated Financial Statements. We also expect to contribute approximately \$6.3 million to our non-U.S. qualified defined benefit plans in 2016, which amount is not reflected in the above table.

(4) Due to the uncertainty of the potential settlement of future uncertain tax positions, we are unable to estimate the timing of the related payments, if any, that will be made subsequent to 2015. These amounts do not include the potential indirect benefits resulting from deductions or credits for payments made to other jurisdictions.

Financial Instruments and Risk Management

The diverse nature of our businesses' activities necessitates the management of various financial and market risks, including those related to changes in interest rates, foreign currency exchange rates, and commodity prices. We periodically use derivative financial instruments to manage some of these risks. We do not hold or issue derivative instruments for trading or speculative purposes. We are exposed to credit loss in the event of nonperformance by counterparties to our financial instrument contracts; however, nonperformance by these counterparties is considered unlikely as our policy is to contract with highly-rated, diversified counterparties.

Interest Rate Exposure

As of December 31, 2015 and during the three year period then ended, we did not have any open interest rate swap contracts. However, we may in the future enter into interest rate swap agreements to manage our exposure to interest rate changes. We issue commercial paper, which exposes us to changes in variable interest rates; however, maturities are typically three months or less so a change in rates over this period would not have a material impact on our pre-tax earnings.

We consider our current risk related to market fluctuations in interest rates to be minimal since our debt is largely long-term and fixed-rate in nature. Generally, the fair market value of fixed-interest rate debt will increase as interest rates fall and decrease as interest rates rise. A 100 basis point increase in market interest rates would decrease the 2015 year-end fair value of our long-term debt by approximately \$226.9 million. However, since we have no plans to repurchase our outstanding fixed-rate instruments before their maturities, the impact of market interest rate fluctuations on our long-term debt does not affect our results of operations or financial position.

Foreign Currency Exposure

We conduct business in various non-U.S. countries, primarily in Canada, Mexico, substantially all of the European countries, Brazil, Argentina, China, India, and other Asian countries. Therefore, we have foreign currency risk relating to receipts from customers, payments to suppliers, and intercompany transactions denominated in foreign currencies. We will occasionally use derivative financial instruments to offset such risks, when it is believed that the exposure will not be limited by our normal operating and financing activities. We have formal policies to mitigate risk in this area by using fair value and/or cash flow hedging programs.

Changes in the value of the currencies of the countries in which we operate affect our results of operations, financial position, and cash flows when translated into U.S. dollars, our reporting currency. The strengthening of the U.S. dollar could result in unfavorable translation effects as the results of foreign operations are translated into U.S. dollars. We have generally accepted the exposure to exchange rate movements relative to our investment in non-U.S. operations. We may, from time to time, for a specific exposure, enter into fair value hedges. Previously, we entered into a floating-to-floating cross currency swap agreement with a total notional amount of \$50.0 million in exchange for CHF 65.1 million, which matured on October 15, 2015. This transaction hedged a portion of our net investment in non-U.S. operations. The agreement qualified as a net investment hedge and changes in the fair value were reported within the cumulative translation adjustment section of other comprehensive earnings, with any hedge ineffectiveness recognized in current earnings. The fair value of this hedge reflected cumulative losses of \$15.6 million at December 31, 2014, reflecting the strengthening of the Swiss franc relative to the U.S. dollar over the term of this arrangement. At maturity on October 15, 2015, the Company settled the outstanding liability on this swap agreement for a total of \$17.8 million.

Additionally, the Company has designated the €300.0 million of euro-denominated notes issued December 4, 2013 as a hedge of a portion of its net investment in euro-denominated operations. Due to the high degree of effectiveness between the hedging instruments and the exposure being hedged, fluctuations in the value of the euro-denominated debt due to exchange rate changes are offset by changes in the net investment. Accordingly, changes in the value of the euro-denominated debt are recognized in the cumulative translation adjustment section of other comprehensive income to offset changes in the value of the net investment in euro-denominated operations. Due to the devaluation of the euro relative to the U.S. dollar in the latter half of 2014 and through 2015, the U.S. dollar equivalent of this debt decreased, resulting in the recognition of a gain in other comprehensive income of \$35.5 million and \$47.6 million for the years ended December 31, 2015 and 2014, respectively.

Commodity Price Exposure

Certain of our businesses are exposed to volatility in the prices of certain commodities, such as aluminum, steel, copper, and various precious metals, among others. Our primary exposure to commodity pricing volatility relates to the use of these materials in purchased component parts or the purchase of raw materials. When possible, we maintain long-term fixed price contracts on raw materials and component parts; however, we are prone to exposure as these contracts expire. We may, from time to time, for a specific exposure, enter into cash flow hedges to mitigate our risk to commodity pricing; however, such contracts outstanding at December 31, 2015 were not significant.

Critical Accounting Policies

Our consolidated financial statements and related public financial information are based on the application of GAAP. GAAP requires the use of estimates, assumptions, judgments, and subjective interpretations of accounting principles that have an impact on the assets, liabilities, revenue, and expense amounts we report. These estimates can also affect supplemental information contained in our public disclosures, including information regarding contingencies, risk, and our financial condition. The significant accounting policies used in the preparation of our consolidated financial statements are discussed in Note 1 Description of Business and Summary of Significant Accounting Policies. The accounting assumptions and estimates discussed in the section below are those that we consider most critical to an understanding of our financial statements because they inherently involve significant judgments and estimates. We believe our use of estimates and underlying accounting assumptions conforms to GAAP and is consistently applied. We review valuations based on estimates for reasonableness on a consistent basis.

- Revenue is recognized when all of the following circumstances are satisfied: a) persuasive evidence of an arrangement exists, b) price is fixed or determinable, c) collectability is reasonably assured, and d) delivery has occurred or services have been rendered. The majority of our revenue is generated through the manufacture and sale of a broad range of specialized products and components, with revenue recognized upon transfer of title and risk of loss, which is generally

upon shipment. Service revenue represents less than 5% of our total revenue and is recognized as the services are performed. In limited cases, our revenue arrangements with customers require delivery, installation, testing, certification, or other acceptance provisions to be satisfied before revenue is recognized. We do not have significant multiple deliverable arrangements.

- Inventories for the majority of our subsidiaries, including all international subsidiaries, are stated at the lower of cost, determined on the first-in, first-out (FIFO) basis, or market. Other domestic inventories are stated at cost, determined on the last-in, first-out (LIFO) basis, which is less than market value. Under certain market conditions, estimates and judgments regarding the valuation of inventories are employed by us to properly value inventories. Certain businesses tend to experience somewhat higher levels of inventory value fluctuations, particularly given the relatively high rate of product obsolescence over relatively short periods of time.
- We have significant goodwill and intangible assets on our balance sheet as a result of current and past acquisitions. The valuation and classification of these assets and the assignment of useful lives involve significant judgments and the use of estimates. In addition, the testing of goodwill and intangibles for impairment requires significant use of judgment and assumptions, particularly as it relates to the determination of fair market value. Our intangible assets and reporting units are tested and reviewed for impairment on an annual basis during the fourth quarter, when indicators of impairment exist, or during an interim period when a significant portion of a reporting unit is to be reclassified to discontinued operations or assets held for sale.

When performing an impairment test, we estimate fair value using the income approach. Under the income approach, fair value is determined based on the present value of estimated future cash flows, discounted at an appropriate risk-adjusted rate. We use our internal forecasts to estimate future cash flows and include an estimate of long-term future growth rate based on our most recent views of the long-term outlook for each reporting unit. Actual results may differ from these estimates. The discount rates used in these analyses vary by reporting unit and are based on a capital asset pricing model and published relevant industry rates. We use discount rates commensurate with the risks and uncertainties inherent to each reporting unit and in our internally developed forecasts. Discount rates used in our 2015 reporting unit valuations ranged from 9.5% to 11.0%.

We performed the annual goodwill impairment testing of our nine identified reporting units in the fourth quarter of 2015. Based on the impairment tests performed, the fair value of our reporting units exceeded their carrying value, in most cases, by more than 100%. As such, no goodwill impairment was recognized. While all of our reporting units passed the goodwill impairment test, we noted a decrease in the amount of fair value in excess of carrying value for two of our reporting units within the Energy segment, which together have an aggregate goodwill balance of \$957.0 million. These businesses and their estimated cash flows have been impacted by declining oil prices and the resulting economic pressures within the oil and gas industry. In spite of these declines these two reporting units had fair values in excess of their carrying values of 26% and 19%. Should market conditions worsen or persist for an extended period of time, an impairment may occur. We will continue to monitor the long-term outlook and forecasts, including estimated future cash flows, for these businesses in 2016.

- The valuation of our pension and other post-retirement plans requires the use of assumptions and estimates that are used to develop actuarial valuations of expenses and assets/liabilities. Inherent in these valuations are key assumptions, including discount rates, investment returns, projected salary increases and benefits, and mortality rates. Annually, we review the actuarial assumptions used in our pension reporting and compare them with external benchmarks to ensure that they accurately account for our future pension obligations. Changes in assumptions and future investment returns could potentially have a material impact on our pension expense and related funding requirements. Our expected long-term rate of return on plan assets is reviewed annually based on actual returns, economic trends and portfolio allocation. Our discount rate assumption is determined by developing a yield curve based on high quality corporate bonds with maturities matching the plans' expected benefit payment streams. The plans' expected cash flows are then discounted by the resulting year-by-year spot rates. As disclosed in Note 14 Employee Benefit Plans to the Consolidated Financial Statements, the 2015 weighted-average discount rates used to measure our qualified defined benefit, supplemental, and other post-retirement obligations ranged from 2.32% to 4.40%, an increase from the 2014 rates, which ranged from 2.31% to 4.05%. The slightly higher 2015 discount rates are reflective of the increase in global market interest rates over these periods. A 25 basis point decrease in the discount rates used for these plans would have increased the post retirement benefit obligations by approximately \$34.2 million from the amount recorded in the financial statements at December 31, 2015. Our pension expense is also sensitive to changes in the expected long-term rate of return on plan

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assets. A decrease of 25 basis points in the expected long-term rate of return on assets would have increased our defined benefit pension expense by approximately \$1.7 million.

- We have significant amounts of deferred tax assets that are reviewed for recoverability and valued accordingly. These assets are evaluated by using estimates of future taxable income streams and the impact of tax planning strategies. Reserves are also estimated, using more likely than not criteria, for ongoing audits regarding federal, state, and international issues that are currently unresolved. We routinely monitor the potential impact of these situations and believe that we have established the proper reserves. Reserves related to tax accruals and valuations related to deferred tax assets can be impacted by changes in tax codes and rulings, changes in statutory tax rates, and our future taxable income levels. The provision for uncertain tax positions provides a recognition threshold and measurement attribute for financial statement tax benefits taken or expected to be taken in a tax return and disclosure requirements regarding uncertainties in income tax positions. The tax position is measured at the largest amount of benefit that is greater than 50 percent likely of being realized upon ultimate settlement. We record interest and penalties related to unrecognized tax benefits as a component of our provision for income taxes.
- We have significant accruals and reserves related to the self-insured portion of our risk management program. These accruals require the use of estimates and judgment with regard to risk exposure and ultimate liability. We estimate losses under these programs using actuarial assumptions, our experience, and relevant industry data. We review these factors quarterly and consider the current level of accruals and reserves adequate relative to current market conditions and experience.
- We have established liabilities for environmental and legal contingencies at both the business and corporate levels. A significant amount of judgment and the use of estimates are required to quantify our ultimate exposure in these matters. The valuation of liabilities for these contingencies is reviewed on a quarterly basis to ensure that we have accrued the proper level of expense. The liability balances are adjusted to account for changes in circumstances for ongoing issues and the establishment of additional liabilities for emerging issues. While we believe that the amount accrued to-date is adequate, future changes in circumstances could impact these determinations.
- We establish liabilities for restructuring activities at an operation when management has committed to an exit or reorganization plan and when termination benefits are probable and can be reasonably estimated based on circumstances at the time the restructuring plan is approved by management. Exit costs include future minimum lease payments on vacated facilities and other contractual terminations. In addition, asset impairments may be recorded as a result of an approved restructuring plan. The accrual of both severance and exit costs requires the use of estimates. Though we believe that these estimates accurately reflect the anticipated costs, actual results may be different than the estimated amounts.
- From time to time we sell or discontinue or dispose of certain operations for various reasons. Estimates are used to adjust, if necessary, the assets and liabilities of discontinued operations, including goodwill, to their estimated fair market value. These estimates include assumptions relating to the proceeds anticipated as a result of the sale. Fair value is established using internal valuation calculations along with market analysis of similar-type entities. The adjustments to fair market value of these operations provide the basis for the gain or loss when sold. Changes in business conditions or the inability to sell an operation could potentially require future adjustments to these estimates. We recognized total goodwill impairment charges of \$63.8 million in 2013 for certain reporting units included in discontinued operations based on the reduction in fair value implied in the anticipated selling price. No impairment charges were recorded in 2015 or 2014.
- We are required to recognize in our consolidated statements of earnings the expense associated with all share-based payment awards made to employees and directors, including stock options, stock appreciation rights ("SARs"), restricted stock, and performance share awards. We use the Black-Scholes valuation model to estimate the fair value of SARs and stock options granted to employees. The model requires that we estimate the expected life of the SAR or option, expected forfeitures and the volatility of our stock using historical data. We use the Monte Carlo simulation model to estimate fair value of performance share awards which also require us to estimate the volatility of our stock and the volatility of returns on the stock of our peer group as well as the correlation of the returns between the companies in the peer group. For additional information related to the assumptions used, see Note 12 Equity and Cash Incentive Program to the Consolidated Financial Statements in Item 8 of this Form 10-K.

Recent Accounting Standards

Recently Issued Accounting Standards

In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2014-09, *Revenue from Contracts with Customers*, that introduces a new five-step revenue recognition model in which an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. This ASU also requires disclosures sufficient to enable users to understand the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers, including qualitative and quantitative disclosures about contracts with customers, significant judgments and changes in judgments, and assets recognized from the costs to obtain or fulfill a contract. This standard is effective for fiscal years beginning after December 15, 2017, including interim periods within that reporting period. We are currently evaluating the new guidance to determine the impact it will have on our consolidated financial statements.

In May 2015, the FASB issued ASU 2015-07, *Disclosures for Investments in Certain Entities That Calculate Net Asset Value per Share (or Its Equivalent)*, which addresses how certain investments measured at net asset value with redemption dates in the future are categorized within the fair value hierarchy. Topic 820, *Fair Value Measurement*, permits a reporting entity, as a practical expedient, to measure the fair value of certain investments using the net asset value per share of the investment. Under the new guidance, the requirement to categorize investments for which fair values are measured using the net asset value per share is removed. It also limits disclosures on investments for which the entity has elected to measure the fair value using the practical expedient. This ASU is effective for us January 1, 2016. The adoption of this standard will not have a significant impact on our consolidated financial statements.

In April 2015, the FASB issued ASU 2015-03, *Interest-Imputation of Interest (Subtopic 835-30): Simplifying the Presentation of Debt Issuance Costs*. Under this guidance, debt issuance costs related to a recognized debt liability are required to be presented in the balance sheet as a direct reduction from the carrying amount of such debt liability, consistent with debt discounts. The recognition and measurement guidance for debt issuance costs are not affected by this guidance. In adopting the ASU, we will be required to apply a full retrospective approach to all periods presented. This guidance is effective for us January 1, 2016 and, upon adoption, debt issuance costs of approximately \$14 million included in other assets in the consolidated balance sheet as of December 31, 2015 will be reclassified and presented as a reduction to long-term debt.

In July 2015, the FASB issued ASU 2015-11, *Inventory (Topic 340): Simplifying the Measurement of Inventory*. Under this guidance, entities utilizing the FIFO or average cost method should measure inventory at the lower of cost or net realizable value, whereas net realizable value is defined as the estimated selling price in the ordinary course of business, less reasonably predictable costs of completion, disposal, and transportation. This ASU should be applied prospectively and will be effective for us beginning January 1, 2017 with early adoption permitted. We are currently evaluating the new guidance; however, we do not anticipate that the impact to our consolidated financial statements will be significant.

In September 2015, the FASB issued ASU 2015-16, *Business Combinations (Topic 805): Simplifying the Accounting for Measurement-Period Adjustments*. Under this guidance the cumulative impact of purchase accounting adjustments arising during the one year measurement period from the date of acquisition will be recognized, in full, in the period identified. This guidance is effective for fiscal years beginning after December 15, 2015 and will be applied prospectively to adjustments arising after that date. We do not anticipate that the impact of this standard will have a significant impact on our consolidated financial statements.

Recently Adopted Accounting Standards

In April 2014, the FASB issued ASU 2014-08, which includes amendments that change the requirements for reporting discontinued operations and require additional disclosures about discontinued operations. Under the new guidance, only disposals representing a strategic shift in operations - that is, a major effect on the organization's operations and financial results - should be presented as discontinued operations. Additionally, the ASU requires expanded disclosures about discontinued operations that will provide financial statement users with more information about the assets, liabilities, income, and expenses of discontinued operations. We adopted this guidance in the first quarter of 2015. As a result of this guidance we anticipate future disposals of businesses which historically would have been classified as discontinued operations will no longer qualify for presentation as discontinued operations in our consolidated financial statements.

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In November 2015, the FASB issued ASU 2015-17, *Balance Sheet Classification of Deferred Taxes*, to simplify the presentation of deferred income taxes. The amendments in this update require that deferred tax assets and liabilities be entirely classified as noncurrent within the statement of financial position. We early adopted this guidance as of December 31, 2015 and applied its provisions retrospectively to all periods presented. Upon adoption, we reclassified \$2.8 million of current deferred tax assets from "Deferred tax assets" to "Other assets and deferred charges," \$60.5 million of current deferred tax assets from "Deferred tax assets" to "Deferred income taxes" and \$0.9 million of current tax liabilities from "Federal and other income taxes" to "Deferred income taxes" as of December 31, 2014.

Non-GAAP Disclosures

In an effort to provide investors with additional information regarding our results as determined by GAAP, we also disclose non-GAAP information which we believe provides useful information to investors. Segment EBITDA, segment EBITDA margin, free cash flow, net debt, net capitalization, the net debt to net capitalization ratio, adjusted working capital, earnings adjusted for non-recurring items, effective tax rate adjusted for discrete and other items, revenue excluding the impact of changes in foreign currency exchange rates, and organic revenue growth are not financial measures under GAAP and should not be considered as a substitute for cash flows from operating activities, debt or equity, earnings, revenue, or working capital as determined in accordance with GAAP, and they may not be comparable to similarly titled measures reported by other companies. We believe that segment EBITDA and segment EBITDA margin are useful to investors and other users of our financial information in evaluating ongoing operating profitability as they exclude the depreciation and amortization expense related primarily to capital expenditures and acquisitions that occurred in prior years, as well as in evaluating operating performance in relation to our competitors. Segment EBITDA is calculated by adding back depreciation and amortization expense to segment earnings. Segment margin is calculated as segment EBITDA divided by segment revenue.

We believe the net debt to net capitalization ratio and free cash flow are important measures of liquidity. Net debt to net capitalization is helpful in evaluating our capital structure and the amount of leverage we employ. Free cash flow provides both management and investors a measurement of cash generated from operations that is available to fund acquisitions, pay dividends, repay debt, and repurchase our common stock. Reconciliations of free cash flow, total debt, and net debt can be found above in this Item 7, Management's Discussion and Analysis of Financial Condition and Results of Operation. We believe that reporting our effective tax rate adjusted for discrete and other items is useful to management and investors as it facilitates comparisons of our ongoing tax rate to prior and future periods and our peers. We believe that reporting adjusted working capital (also sometimes called "working capital"), which is calculated as accounts receivable, plus inventory, less accounts payable, provides a meaningful measure of our operational results by showing the changes caused solely by revenue. We believe that reporting adjusted working capital and revenues at constant currency, which excludes the positive or negative impact of fluctuations in foreign currency exchange rates, provides a meaningful measure of our operational changes, given the global nature of our businesses. We believe that reporting organic revenue and organic revenue growth, which exclude the impact of foreign currency exchange rates and the impact of acquisitions and divestitures, provides a useful comparison of our revenue performance and trends between periods.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

The information required by this section is incorporated by reference to the section, Financial Instruments and Risk Management, included within the MD&A in Item 7.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS AND
FINANCIAL STATEMENT SCHEDULE

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(All other schedules are not required and have been omitted)

MANAGEMENT'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

The management of the Company is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Exchange Act Rule 13a-15(f).

The Company's management assessed the effectiveness of the Company's internal control over financial reporting as of December 31, 2015. In making this assessment, the Company's management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in Internal Control — Integrated Framework (2013).

Based on its assessment under the criteria set forth in Internal Control — Integrated Framework (2013), management concluded that, as of December 31, 2015, the Company's internal control over financial reporting was effective to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with U.S. GAAP.

In making its assessment of internal control over financial reporting as of December 31, 2015, management has excluded all companies acquired in purchase business combinations during 2015. The Company is currently assessing the control environments of these acquisitions. The following companies were acquired in purchase business combinations during 2015: JK Group, Gala Industries, Reduction Engineering Scheer, and Gemtron. These companies are wholly-owned by the Company and their revenue for the year ended December 31, 2015 represents approximately 0.5% of the Company's consolidated total revenue for the same period and their assets represent approximately 1.4% of the Company's consolidated assets as of December 31, 2015.

The effectiveness of the Company's internal control over financial reporting as of December 31, 2015 has been audited by PricewaterhouseCoopers LLP, an independent registered public accounting firm, as stated in their report which appears herein.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Shareholders of Dover Corporation:

In our opinion, the consolidated financial statements listed in the accompanying index present fairly, in all material respects, the financial position of Dover Corporation and its subsidiaries at December 31, 2015 and 2014, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2015 in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the financial statement schedule listed in the accompanying index presents fairly, in all material respects, the information set forth therein when read in conjunction with the related consolidated financial statements. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2015, based on criteria established in *Internal Control - Integrated Framework 2013* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The Company's management is responsible for these financial statements and financial statement schedule, for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in Management's Report on Internal Control Over Financial Reporting, appearing under Item 8. Our responsibility is to express opinions on these financial statements, on the financial statement schedule, and on the Company's internal control over financial reporting based on our integrated audits. We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement and whether effective internal control over financial reporting was maintained in all material respects. Our audits of the financial statements included examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

As discussed in Note 1 to the consolidated financial statements, the Company changed the manner in which it classifies deferred taxes on the balance sheet in 2015.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

As described in Management's Report on Internal Control Over Financial Reporting, management has excluded JK Group, Gala Industries, Reduction Engineering Scheer, and Gemtron from its assessment of internal control over financial reporting as of December 31, 2015 because these companies were acquired by the Company in purchase business combinations during 2015. We have also excluded these companies from our audit of internal control over financial reporting. These companies are wholly-owned by the Company and their total assets and total revenues represent 1.4% and 0.5%, respectively, of the related financial statement amounts as of and for the year ended December 31, 2015.

/s/ PricewaterhouseCoopers LLP

Chicago, Illinois

February 12, 2016

DOVER CORPORATION
CONSOLIDATED STATEMENTS OF EARNINGS
(In thousands, except per share figures)

	Years Ended December 31,		
	2015	2014	2013
Revenue	\$ 6,956,311	\$ 7,752,728	\$ 7,155,096
Cost of goods and services	4,388,167	4,778,479	4,376,505
Gross profit	2,568,144	2,974,249	2,778,591
Selling and administrative expenses	1,647,382	1,758,765	1,616,921
Operating earnings	920,762	1,215,484	1,161,670
Interest expense, net	127,257	127,179	120,654
Other income, net	(7,105)	(5,902)	(4,970)
Earnings before provision for income taxes and discontinued operations	800,610	1,094,207	1,045,986
Provision for income taxes	204,729	316,067	248,459
Earnings from continuing operations	595,881	778,140	797,527
Earnings (loss) from discontinued operations, net	273,948	(2,905)	205,602
Net earnings	\$ 869,829	\$ 775,235	\$ 1,003,129
Earnings per share from continuing operations:			
Basic	\$ 3.78	\$ 4.67	\$ 4.66
Diluted	\$ 3.74	\$ 4.61	\$ 4.60
Earnings (loss) per share from discontinued operations:			
Basic	\$ 1.74	\$ (0.02)	\$ 1.20
Diluted	\$ 1.72	\$ (0.02)	\$ 1.18
Net earnings per share:			
Basic	\$ 5.52	\$ 4.65	\$ 5.86
Diluted	\$ 5.46	\$ 4.59	\$ 5.78
Weighted average shares outstanding:			
Basic	157,619	166,692	171,271
Diluted	159,172	168,842	173,547
Dividends paid per common share	\$ 1.64	\$ 1.55	\$ 1.45

See Notes to Consolidated Financial Statements

DOVER CORPORATION
CONSOLIDATED STATEMENTS OF COMPREHENSIVE EARNINGS
(In thousands)

	Years Ended December 31,		
	2015	2014	2013
Net earnings	\$ 869,829	\$ 775,235	\$ 1,003,129
Other comprehensive (loss) earnings, net of tax			
Foreign currency translation adjustments:			
Foreign currency translation (losses) gains during period	(117,302)	(144,643)	34,617
Reclassification of foreign currency translation gains to earnings	(3,092)	(6,300)	(29,881)
Total foreign currency translation	(120,394)	(150,943)	4,736
Pension and other postretirement benefit plans:			
Actuarial gains (losses) arising during period	4,492	(60,766)	101,478
Prior service cost arising during period	4,171	(354)	(1,246)
Amortization of actuarial losses included in net periodic pension cost	10,280	5,792	12,542
Amortization of prior service costs included in net periodic pension cost	4,993	5,617	5,733
Total pension and other postretirement benefit plans	23,936	(49,711)	118,507
Changes in fair value of cash flow hedges:			
Unrealized net (losses) gains arising during period	(328)	(137)	35
Net gains reclassified into earnings	(108)	(107)	(84)
Total cash flow hedges	(436)	(244)	(49)
Other	1,252	939	(565)
Other comprehensive (loss) earnings	(95,642)	(199,959)	122,629
Comprehensive earnings	<u>\$ 774,187</u>	<u>\$ 575,276</u>	<u>\$ 1,125,758</u>

See Notes to Consolidated Financial Statements.

DOVER CORPORATION
CONSOLIDATED BALANCE SHEETS
(In thousands, except share and per share amounts)

	December 31, 2015	December 31, 2014
Current assets:		
Cash and cash equivalents	\$ 362,185	\$ 681,581
Receivables, net of allowances of \$18,050 and \$18,894	1,120,490	1,186,746
Inventories, net	802,895	863,737
Prepaid and other current assets	135,209	101,905
Total current assets	2,420,779	2,833,969
Property, plant and equipment, net	854,269	837,069
Goodwill	3,737,389	3,491,557
Intangible assets, net	1,413,223	1,369,520
Other assets and deferred charges	194,103	171,005
Assets of discontinued operations	—	327,171
Total assets	\$ 8,619,763	\$ 9,030,291
Current liabilities:		
Notes payable and current maturities of long-term debt	\$ 151,122	\$ 777,956
Accounts payable	650,880	615,332
Accrued compensation and employee benefits	223,039	272,822
Accrued insurance	99,642	95,896
Other accrued expenses	235,971	266,277
Federal and other taxes on income	6,528	10,566
Total current liabilities	1,367,182	2,038,849
Long-term debt	2,617,342	2,253,041
Deferred income taxes	575,709	504,618
Other liabilities	414,955	482,340
Liabilities of discontinued operations	—	50,718
Stockholders' equity:		
Preferred stock - \$100 par value; 100,000 shares authorized; none issued	—	—
Common stock - \$1 par value; 500,000,000 shares authorized; 256,112,943 and 255,892,502 shares issued at December 31, 2015 and December 31, 2014, respectively	256,113	255,893
Additional paid-in capital	928,409	900,833
Retained earnings	7,686,642	7,074,782
Accumulated other comprehensive loss	(254,573)	(158,931)
Common stock in treasury	(4,972,016)	(4,371,852)
Total stockholders' equity	3,644,575	3,700,725
Total liabilities and stockholders' equity	\$ 8,619,763	\$ 9,030,291

See Notes to Consolidated Financial Statements

DOVER CORPORATION
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(In thousands)

	Common Stock \$1 Par Value	Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Earnings (Loss)	Common Stock in Treasury	Total Stockholders' Equity
Balance at December 31, 2012	\$ 254,119	\$ 834,677	\$ 7,199,227	\$ (54,906)	\$ (3,313,887)	\$ 4,919,230
Net earnings	—	—	1,003,129	—	—	1,003,129
Dividends paid	—	—	(247,820)	—	—	(247,820)
Common stock issued for acquisition	—	—	—	—	—	—
Common stock issued for the exercise of share-based awards	1,194	(19,888)	—	—	—	(18,694)
Tax benefit from the exercise of share-based awards	—	25,661	—	—	—	25,661
Stock-based compensation expense	—	30,480	—	—	—	30,480

Common stock issued, other	7	645	—	—	—	652
Common stock acquired	—	—	—	—	(457,871)	(457,871)
Other comprehensive earnings, net of tax	—	—	—	122,629	—	122,629
Balance at December 31, 2013	\$ 255,320	\$ 871,575	\$ 7,954,536	\$ 67,723	\$ (3,771,758)	\$ 5,377,396
Net earnings	—	—	775,235	—	—	775,235
Dividends paid	—	—	(258,487)	—	—	(258,487)
Separation of Knowles	—	—	(1,396,502)	(26,695)	—	(1,423,197)
Common stock issued for the exercise of share-based awards	565	(17,136)	—	—	—	(16,571)
Tax benefit from the exercise of share-based awards	—	15,110	—	—	—	15,110
Stock-based compensation expense	—	31,628	—	—	—	31,628
Common stock issued, other	8	639	—	—	—	647
Common stock acquired	—	(983)	—	—	(600,094)	(601,077)
Other comprehensive loss, net of tax	—	—	—	(199,959)	—	(199,959)
Balance at December 31, 2014	\$ 255,893	\$ 900,833	\$ 7,074,782	\$ (158,931)	\$ (4,371,852)	\$ 3,700,725
Net earnings	—	—	869,829	—	—	869,829
Dividends paid	—	—	(257,969)	—	—	(257,969)
Common stock issued for the exercise of share-based awards	210	(4,416)	—	—	—	(4,206)
Tax benefit from the exercise of share-based awards	—	661	—	—	—	661
Stock-based compensation expense	—	30,697	—	—	—	30,697
Common stock issued, other	10	634	—	—	—	644
Common stock acquired	—	—	—	—	(600,164)	(600,164)
Other comprehensive loss, net of tax	—	—	—	(95,642)	—	(95,642)
Balance at December 31, 2015	\$ 256,113	\$ 928,409	\$ 7,686,642	\$ (254,573)	\$ (4,972,016)	\$ 3,644,575

See Notes to Consolidated Financial Statements

DOVER CORPORATION
CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)

	Years Ended December 31,		
	2015	2014	2013
Operating Activities of Continuing Operations			
Net earnings	\$ 869,829	\$ 775,235	\$ 1,003,129
Adjustments to reconcile net earnings to cash from operating activities:			
(Earnings) loss from discontinued operations, net	(273,948)	2,905	(205,602)
Depreciation and amortization	327,089	307,188	278,033
Stock-based compensation	30,697	31,628	30,480
Provision for losses on accounts receivable (net of recoveries)	5,946	4,730	5,869
Deferred income taxes	(5,916)	(33,866)	8,275
Employee benefit plan expense	34,253	34,627	44,311
Contributions to employee benefit plans	(21,942)	(24,232)	(40,258)
Other, net	(2,258)	(21,813)	3,904
Cash effect of changes in assets and liabilities (excluding effects of acquisitions, dispositions and foreign exchange):			
Accounts receivable	37,916	(87,207)	(87,806)
Inventories	63,129	(63,717)	1,684
Prepaid expenses and other assets	(7,401)	(18,527)	(8,452)
Accounts payable	42,925	60,176	38,808
Accrued compensation and employee benefits	(71,090)	(17,731)	(17,817)
Accrued expenses and other liabilities	(19,765)	40,955	(7,353)
Accrued taxes	(60,405)	(40,187)	(67,593)
Net cash provided by operating activities of continuing operations	949,059	950,164	979,612
Investing Activities of Continuing Operations			
Additions to property, plant and equipment	(154,251)	(166,033)	(141,694)
Acquisitions (net of cash and cash equivalents acquired)	(567,843)	(802,254)	(322,838)
Proceeds from the sale of property, plant and equipment	14,604	14,373	23,801
Proceeds from the sale of businesses	689,314	191,348	76,457
Settlement of net investment hedge	(17,752)	—	—
Other	1,350	(19,991)	2,597
Net cash used in investing activities of continuing operations	(34,578)	(782,557)	(361,677)
Financing Activities of Continuing Operations			
Cash received from Knowles Corporation, net of cash distributed	—	359,955	—
Proceeds from long-term debt, net of discount and issuance costs	394,300	—	403,776
Proceeds from exercise of share-based awards, including tax benefits	4,024	20,337	38,922
Change in commercial paper and notes payable, net	(327,000)	251,500	(381,000)
Repayment of long-term debt	(300,048)	(6,566)	(3,246)
Dividends to stockholders	(257,969)	(258,487)	(247,820)
Purchase of common stock	(600,164)	(601,077)	(457,871)
Payments for employee tax obligations upon exercise of share-based awards	(5,029)	(21,151)	(31,303)
Net cash used in financing activities of continuing operations	(1,091,886)	(255,489)	(678,542)
Cash Flows from Discontinued Operations			
Net cash provided by operating activities of discontinued operations	(113,946)	25,760	172,955
Net cash used in investing activities of discontinued operations	(1,984)	(19,753)	(107,191)
Net cash (used in) provided by discontinued operations	(115,930)	6,007	65,764
Effect of exchange rate changes on cash and cash equivalents	(26,061)	(40,426)	(1,351)
Net (decrease) increase in cash and cash equivalents	(319,396)	(122,301)	3,806
Cash and cash equivalents at beginning of period	681,581	803,882	800,076

Cash and cash equivalents at end of period	<u>\$</u>	<u>362,185</u>	<u>\$</u>	<u>681,581</u>	<u>\$</u>	<u>803,882</u>
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Supplemental information - cash paid during the year for:

Income taxes	\$	346,382	\$	372,446	\$	318,402
Interest	\$	128,151	\$	128,412	\$	123,881

See Notes to Consolidated Financial Statements

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Amounts in thousands except share data and where otherwise indicated)

1. Description of Business and Summary of Significant Accounting Policies

Description of Business – Dover Corporation (the "Company") is a diversified global manufacturer delivering innovative equipment, components, and specialty systems. The Company also provides supporting engineering, testing, and other similar services, which are not significant in relation to consolidated revenue. The Company's businesses are based primarily in the United States of America and Europe with manufacturing and other operations throughout the world. The Company operates through four business segments that are aligned with the key end markets they serve: Energy, Engineered Systems, Fluids, and Refrigeration & Food Equipment. For additional information on the Company's segments, see Note 16 Segment Information.

Principles of Consolidation – The consolidated financial statements include the accounts of the Company and its wholly-owned subsidiaries. Intercompany accounts and transactions have been eliminated in consolidation. The results of operations of purchased businesses are included from the dates of acquisitions. As discussed in Note 3 Disposed and Discontinued Operations, the Company reported certain businesses that were held for sale at December 31, 2014 as discontinued operations. The assets, liabilities, results of operations, and cash flows of these businesses, as well as the results of Knowles Corporation ("Knowles") prior to the spin-off on February 28, 2014, have been separately reported as discontinued operations for all periods presented. Also see Recently Adopted Accounting Standards below.

Use of Estimates – The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the amounts reported in the Consolidated Financial Statements and accompanying disclosures. These estimates may be adjusted due to changes in future economic, industry, or customer financial conditions, as well as changes in technology or demand. Estimates are used in accounting for, among other items, allowances for doubtful accounts receivable, net realizable value of inventories, restructuring reserves, warranty reserves, pension and post retirement plans, stock-based compensation, useful lives for depreciation and amortization of long-lived assets, future cash flows associated with impairment testing for goodwill, indefinite-lived intangible assets and other long-lived assets, deferred tax assets, uncertain income tax positions, and contingencies. Actual results may ultimately differ from estimates, although management does not believe such differences would materially affect the financial statements in any individual year. Estimates and assumptions are periodically reviewed and the effects of revisions are reflected in the Consolidated Financial Statements in the period that they are determined.

Cash and Cash Equivalents – Cash and cash equivalents include cash on hand, demand deposits, and short-term investments which are highly liquid in nature and have original maturities at the time of purchase of three months or less.

Allowance for Doubtful Accounts – The Company maintains allowances for estimated losses as a result of customers' inability to make required payments. Management evaluates the aging of the accounts receivable balances, the financial condition of its customers, historical trends, and the time outstanding of specific balances to estimate the amount of accounts receivable that may not be collected in the future and records the appropriate provision.

Inventories – Inventories for the majority of the Company's subsidiaries, including all international subsidiaries, are stated at the lower of cost, determined on the first-in, first-out (FIFO) basis, or market. Other domestic inventories are stated at cost, determined on the last-in, first-out (LIFO) basis, which is less than market value.

Property, Plant and Equipment – Property, plant and equipment includes the historical cost of land, buildings, machinery, and equipment, and significant improvements to existing plant and equipment or, in the case of acquisitions, a fair market value appraisal of such assets completed at the time of acquisition. Property, plant and equipment also includes the cost of purchased software. Expenditures for maintenance, repairs, and minor renewals are expensed as incurred. When property or equipment is sold or otherwise disposed of, the related cost and accumulated depreciation is removed from the respective accounts and the gain or loss realized on disposition is reflected in earnings. The Company depreciates its assets on a straight-line basis over their estimated useful lives as follows: buildings and improvements 5 to 31.5 years; machinery and equipment 3 to 7 years; furniture and fixtures 3 to 7 years; vehicles 3 years; and software 3 to 5 years. Depreciation expense totaled \$167,516 in 2015, \$152,079 in 2014, and \$144,087 in 2013.

Derivative Instruments – The Company uses derivative financial instruments to hedge its exposures to various risks, including interest rate and foreign currency exchange rate risk. The Company does not enter into derivative financial instruments for speculative purposes and does not have a material portfolio of derivative financial instruments. Derivative financial instruments used for hedging purposes must be designated and effective as a hedge of the identified risk exposure at inception of the contract.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
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The Company recognizes all derivatives as either assets or liabilities on the consolidated balance sheet and measures those instruments at fair value. For derivatives designated as hedges of the fair value of assets or liabilities, the changes in fair value of both the derivatives and of the hedged items are recorded in current earnings. For derivatives designated as cash flow hedges, the effective portion of changes in the fair value of the derivatives is recorded as a component of other comprehensive earnings and subsequently recognized in net earnings when the hedged items impact earnings.

Goodwill and Other Intangible Assets – Goodwill represents the excess of purchase consideration over the fair value of the net assets of businesses acquired. Goodwill and certain other intangible assets deemed to have indefinite lives (primarily trademarks) are not amortized. Instead, goodwill and indefinite-lived intangible assets are tested for impairment at least annually or more frequently if indicators of impairment exist or when a significant portion of a reporting unit is to be reclassified to discontinued operations or assets held for sale. The Company conducts its annual impairment evaluation in the fourth quarter of each year. Recoverability of goodwill is measured at the reporting unit level and determined using a two-step process. For 2015, the Company identified nine reporting units for its annual goodwill impairment test. Step one of the impairment test compares the fair value of each reporting unit to its carrying value. The Company uses the discounted cash flow method (or income approach) to measure the fair value of its reporting units. Under this method the Company uses its own market assumptions including internal projections of future cash flows, determinations of appropriate discount rates, and other assumptions which are considered reasonable and inherent in the discounted cash flow analysis. These projections are based on historical performance and future estimated results. The discount rates used in these analyses vary by reporting unit and are based on a capital asset pricing model and published relevant industry rates. We use discount rates commensurate with the risks and uncertainties inherent to each reporting unit and in our internally developed forecasts. These assumptions require significant judgment and actual results may differ from assumed and estimated amounts. When the carrying value of a reporting unit is in excess of its fair value, step two of the goodwill impairment test is required. Step two determines the amount of goodwill impairment to be recognized. See Note 6 Goodwill and Other Intangible Assets for further discussion of the Company's annual goodwill impairment test and results.

As discussed in Note 3 Disposed and Discontinued Operations, in connection with the sale of certain businesses held for sale, the Company recognized total impairment losses of \$53,439, net of tax, in 2013 within the results of discontinued operations. There were no impairment losses recognized for businesses held for sale as of December 31, 2014. The Company had no businesses held for sale as of December 31, 2015.

Similarly to goodwill, the Company uses a discounted cash flow method to test its other indefinite lived intangible assets for impairment, at least annually. The Company compares the fair value of the intangible asset to its book value. This method uses the Company's own market assumptions which are considered reasonable and inherent in the discounted cash flow analysis. Any excess of carrying value over the estimated fair value is recognized as an impairment loss. No impairment of indefinite lived intangibles was required for the years ended December 31, 2015, 2014, or 2013.

Other intangible assets with determinable lives consist primarily of customer lists, unpatented technology, patents, and trademarks. These other intangibles are amortized over their estimated useful lives, ranging from 5 to 15 years.

Long-lived assets (including intangible assets with determinable lives) are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable, such as a significant sustained change in the business climate. If an indicator of impairment exists for any grouping of assets, an estimate of undiscounted future cash flows is produced and compared to its carrying value. If an asset is determined to be impaired, the loss is measured by the excess of the carrying amount of the asset over its fair value as determined by an estimate of discounted future cash flows.

Restructuring Accruals – From time to time the Company takes actions to reduce headcount, close facilities, or otherwise exit operations. Such restructuring activities at an operation are recorded when management has committed to an exit or reorganization plan and when termination benefits are probable and can be reasonably estimated based on circumstances at the time the restructuring plan is approved by management. Exit costs include future minimum lease payments on vacated facilities and other contractual terminations. In addition, asset impairments may be recorded as a result of an approved restructuring plan. The accrual of both severance and exit costs requires the use of estimates. Though the Company believes that its estimates accurately reflect the anticipated costs, actual results may be different from the original estimated amounts.

Foreign Currency – Assets and liabilities of non-U.S. subsidiaries, where the functional currency is not the U.S. dollar, have been translated at year-end exchange rates and profit and loss accounts have been translated using weighted-average yearly exchange rates. Foreign currency translation gains and losses are included as a component of Accumulated Other Comprehensive Earnings (Loss). Assets and liabilities of an entity that are denominated in currencies other than an entity's functional currency are re-measured into the functional currency using end of period exchange rates or historical rates where

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
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applicable to certain balances. Gains and losses related to these re-measurements are recorded within the Statement of Earnings as a component of other expense (income), net.

Revenue Recognition – Revenue is recognized when all of the following conditions are satisfied: a) persuasive evidence of an arrangement exists, b) price is fixed or determinable, c) collectability is reasonably assured, and d) delivery has occurred or services have been rendered. The majority of the Company's revenue is generated through the manufacture and sale of a broad range of specialized products and components, with revenue recognized upon transfer of title and risk of loss, which is generally upon shipment. Service revenue represents less than 5% of total revenue and is recognized as the services are performed. In limited cases, revenue arrangements with customers require delivery, installation, testing, certification, or other acceptance provisions to be satisfied before revenue is recognized. The Company includes shipping costs billed to customers in revenue and the related shipping costs in cost of sales.

Stock-Based Compensation – The principal awards issued under the Company's stock-based compensation plans include non-qualified stock-settled stock appreciation rights and performance share awards. The cost for such awards is measured at the grant date based on the fair value of the award. The value of the portion of the award that is expected to ultimately vest is recognized as expense on a straight-line basis, generally over the explicit service period of three years (except for retirement-eligible employees and retirees) and is included in selling and administrative expense in the Consolidated Statements of Earnings. Expense for awards granted to retirement-eligible employees is recorded over the period from the date of grant through the date the employee first becomes eligible to retire and is no longer required to provide service. See Note 12 Equity and Cash Incentive Program for additional information related to the Company's stock-based compensation. At the time of grant, the Company estimates forfeitures, based on historical experience, in order to estimate the portion of the award that will ultimately vest.

Income Taxes – The provision for income taxes on continuing operations includes federal, state, local, and non-U.S. taxes. Tax credits, primarily for research and experimentation, non-U.S. earnings, and U.S. manufacturer's tax deduction are recognized as a reduction of the provision for income taxes on continuing operations in the year in which they are available for tax purposes. Deferred taxes are provided using enacted rates on the future tax consequences of temporary differences. Temporary differences include the differences between the financial statement carrying amounts of assets and liabilities and their respective tax bases and the tax benefit of carryforwards. A valuation allowance is established for deferred tax assets for which realization is not assured. In assessing the need for a valuation allowance, management considers all available evidence, including the future reversal of existing taxable temporary differences, taxable income in carryback periods, prudent and feasible tax planning strategies, and estimated future taxable income. The valuation allowance can be affected by changes to tax regulations, interpretations and rulings, changes to enacted statutory tax rates, and changes to future taxable income estimates.

Tax benefits are recognized from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position in consideration of applicable tax statutes and related interpretations and precedents. Tax benefits recognized in the financial statements from such a position are measured based on the largest benefit that has a greater than 50% likelihood of being realized on ultimate settlement.

The Company has not provided for any residual U.S. income taxes on unremitted earnings of non-U.S. subsidiaries as such earnings are currently intended to be indefinitely reinvested outside of the U.S. It is not practicable to estimate the amount of tax that might be payable if some or all of such earnings were to be repatriated, and the amount of foreign tax credits that would be available to reduce or eliminate the resulting U.S. income tax liability.

Research and Development Costs – Research and development costs, including qualifying engineering costs, are expensed when incurred and amounted to \$115,037 in 2015, \$118,411 in 2014, and \$117,178 in 2013.

Advertising – Advertising costs are expensed when incurred and amounted to \$37,527 in 2015, \$38,882 in 2014, and \$36,453 in 2013.

Risk, Retention, Insurance – The Company currently self-insures its product and commercial general liability claims up to \$5.0 million per occurrence, its workers' compensation claims up to \$0.5 million per occurrence (\$0.8 million per occurrence effective January 1, 2016), and automobile liability claims up to \$1.0 million per occurrence. Third-party insurance provides primary level coverage in excess of these amounts up to certain specified limits. In addition, the Company has excess liability insurance from third-party insurers on both an aggregate and an individual occurrence basis well in excess of the limits of the primary coverage. A worldwide program of property insurance covers the Company's owned and leased property and any business

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
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interruptions that may occur due to an insured hazard affecting those properties, subject to reasonable deductibles and aggregate limits. The Company's property and casualty insurance programs contain various deductibles that, based on the Company's experience, are typical and customary for a company of its size and risk profile. The Company does not consider any of the deductibles to represent a material risk to the Company. The Company generally maintains deductibles for claims and liabilities related primarily to workers' compensation, health and welfare claims, general commercial, product and automobile liability and property damage, and business interruption resulting from certain events. The Company accrues for claim exposures that are probable of occurrence and can be reasonably estimated. As part of the Company's risk management program, insurance is maintained to transfer risk beyond the level of self-retention and provide protection on both an individual claim and annual aggregate basis.

Reclassifications – Certain amounts in prior years have been reclassified to conform to the current year presentation.

Recent Accounting Pronouncements

Recently Issued Accounting Standards

In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2014-09, *Revenue from Contracts with Customers*, that introduces a new five-step revenue recognition model in which an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. This ASU also requires disclosures sufficient to enable users to understand the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers, including qualitative and quantitative disclosures about contracts with customers, significant judgments and changes in judgments, and assets recognized from the costs to obtain or fulfill a contract. This standard is effective for fiscal years beginning after December 15, 2017, including interim periods within that reporting period. The Company is currently evaluating the new guidance to determine the impact it will have on its consolidated financial statements.

In May 2015, the FASB issued ASU 2015-07, *Disclosures for Investments in Certain Entities That Calculate Net Asset Value per Share (or Its Equivalent)*, which addresses how certain investments measured at net asset value with redemption dates in the future are categorized within the fair value hierarchy. Topic 820, *Fair Value Measurement*, permits a reporting entity, as a practical expedient, to measure the fair value of certain investments using the net asset value per share of the investment. Under the new guidance, the requirement to categorize investments for which fair values are measured using the net asset value per share is removed. It also limits disclosures on investments for which the entity has elected to measure the fair value using the practical expedient. This ASU is effective for the Company beginning January 1, 2016. The adoption of this standard will not have a significant impact on the Company's consolidated financial statements.

In April 2015, the FASB issued ASU 2015-03, *Interest-Imputation of Interest (Subtopic 835-30): Simplifying the Presentation of Debt Issuance Costs*. Under this guidance, debt issuance costs related to a recognized debt liability are required to be presented in the balance sheet as a direct reduction from the carrying amount of such debt liability, consistent with debt discounts. The recognition and measurement guidance for debt issuance costs are not affected by this guidance. In adopting the ASU, the Company will be required to apply a full retrospective approach to all periods presented. This guidance is effective for the Company beginning January 1, 2016 and, upon adoption, debt issuance costs of approximately \$14 million included in other assets in the consolidated balance sheet as of December 31, 2015 will be reclassified and presented as a reduction to long-term debt.

In July 2015, the FASB issued ASU 2015-11, *Inventory (Topic 340): Simplifying the Measurement of Inventory*. Under this guidance, entities utilizing the FIFO or average cost method should measure inventory at the lower of cost or net realizable value, whereas net realizable value is defined as the estimated selling price in the ordinary course of business, less reasonably predictable costs of completion, disposal, and transportation. This ASU should be applied prospectively and will be effective for the Company beginning January 1, 2017 with early adoption permitted. The Company is currently evaluating the new guidance; however, it does not anticipate that the impact to its consolidated financial statements will be significant.

In September 2015, the FASB issued ASU 2015-16, *Business Combinations (Topic 805): Simplifying the Accounting for Measurement-Period Adjustments*. Under this guidance the cumulative impact of purchase accounting adjustments arising during the one year measurement period from the date of acquisition will be recognized, in full, in the period identified. This guidance is effective for fiscal years beginning after December 15, 2015 and will be applied prospectively to adjustments arising after that date. The Company does not anticipate that the impact of this standard will have a significant impact on its consolidated financial statements.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
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Recently Adopted Accounting Standards

In April 2014, the FASB issued ASU 2014-08, which includes amendments that change the requirements for reporting discontinued operations and require additional disclosures about discontinued operations. Under the new guidance, only disposals representing a strategic shift in operations - that is, a major effect on the organization's operations and financial results - should be presented as discontinued operations. Additionally, the ASU requires expanded disclosures about discontinued operations that will provide financial statement users with more information about the assets, liabilities, income, and expenses of discontinued operations. The Company adopted this guidance in the first quarter of 2015. As a result of this guidance the Company anticipates future disposals of businesses which historically would have been classified as discontinued operations will no longer qualify for presentation as discontinued operations in its consolidated financial statements.

In November 2015, the FASB issued ASU 2015-17, Balance Sheet Classification of Deferred Taxes, to simplify the presentation of deferred income taxes. The amendments in this update require that deferred tax assets and liabilities be entirely classified as noncurrent within the statement of financial position. The Company early adopted this guidance as of December 31, 2015 and elected retrospective application. Upon adoption, the Company reclassified \$2.8 million of current deferred tax assets from "Deferred tax assets" to "Other assets and deferred charges," \$60.5 million of current deferred tax assets from "Deferred tax assets" to "Deferred income taxes" and \$0.9 million of current tax liabilities from "Federal and other income taxes" to "Deferred income taxes" as of December 31, 2014.

2. Acquisitions***2015 Acquisitions***

During 2015, the Company acquired four businesses in separate transactions for net cash consideration of \$567,843. The businesses were acquired to complement and expand upon existing operations within the Engineered Systems, Fluids and Refrigeration & Food Equipment segments. The goodwill identified by these acquisitions reflects the benefits expected to be derived from product line expansion and operational synergies. Upon consummation of the acquisitions, each of these businesses is now wholly-owned by Dover.

The following table details the acquisitions made during the year ended December 31, 2015.

<u>Date</u>	<u>Type</u>	<u>Company / Product Line Acquired</u>	<u>Location (Near)</u>	<u>Segment</u>
January 22	Asset	Gemtron	Vincennes, Indiana	Refrigeration & Food Equipment
Manufacturer of refrigeration doors and door systems serving convenience stores, supermarkets, drugstores, buying clubs, foodservice equipment, and other retail environments.				
October 22	Stock	JK Group	Novedrate, Italy	Engineered Systems
Manufacturer and provider of innovative digital inks and consumables serving the textile printing market.				
October 30	Asset/Stock	Gala Industries	Eagle Rock, Virginia	Fluids
Manufacturer of underwater pellet processing systems and solutions to the plastics compounding industry.				
October 30	Asset/Stock	Reduction Engineering Scheer	Kent, Ohio	Fluids
Manufacturer of plastic pelletizers and pulverizers for the polymer industry.				

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The following presents the allocation of acquisition cost to the assets acquired and liabilities assumed, based on their estimated fair values:

	Total
Current assets, net of cash acquired	\$ 76,323
Property, plant and equipment	38,849
Goodwill	315,701
Intangible assets	229,829
Other non-current assets, principally deferred taxes	1,934
Current liabilities assumed	(31,814)
Non-current liabilities assumed, principally deferred taxes	(62,979)
Net assets acquired	<u>\$ 567,843</u>

The amounts assigned to goodwill and major intangible asset classifications by applicable segment for the 2015 acquisitions are as follows:

	Engineered Systems	Fluids	Refrigeration & Food Equipment	Total	Average Useful life (in years)
Goodwill - Tax deductible	\$ —	\$ 45,368	\$ 3,832	\$ 49,200	n/a
Goodwill - Non deductible	238,618	27,883	—	266,501	n/a
Customer intangibles	136,495	26,866	2,500	165,861	14
Trademarks	8,263	6,000	—	14,263	15
Other intangibles and assets	24,405	25,000	300	49,705	12
	<u>\$ 407,781</u>	<u>\$ 131,117</u>	<u>\$ 6,632</u>	<u>\$ 545,530</u>	

The Company has substantially completed the purchase price allocations for the 2015 acquisitions. As additional information is obtained about these assets and liabilities within the measurement period (not to exceed one year from the date of acquisition), including finalization of asset appraisals, the Company will refine its estimates of fair value to allocate the purchase price more accurately.

The Consolidated Statements of Earnings include the results of these businesses from the dates of acquisition. The aggregate revenue and pre-tax earnings of the 2015 acquisitions included in the Company's 2015 consolidated revenue and earnings totaled \$45,800 and \$3,200, respectively.

On January 7, 2016, the Company acquired the dispenser and system businesses of Tokheim Group S.A.S. ("Tokheim") for a purchase price of approximately €411.3 million, or \$448.7 million. Tokheim will be integrated within the Fluids segment, and will enable the segment to provide the most complete solutions available for retail fueling customers. The initial accounting for this business combination has not yet been completed.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
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2014 Acquisitions

During 2014, the Company acquired seven businesses for an aggregate consideration of \$802,254, net of cash acquired. A summary of the acquisitions made during 2014 is as follows:

<u>Date</u>	<u>Type</u>	<u>Company / Product Line Acquired</u>	<u>Location (Near)</u>	<u>Segment</u>
January 1	Stock	Heidelberg CSAT GmbH	Karlsruhe, Germany	Engineered Systems
Manufacturer of digital printing systems that are installed in-packaging-line for the identification of pharmaceutical and medical products.				
February 3	Stock	MS Printing Solutions	Milan, Italy	Engineered Systems
Manufacturer of innovative digital ink jet printing systems for the textile and specialty material industries.				
June 11	Asset	Timberline Manufacturing Company	Beaumont, Texas	Energy
Manufacturer of chemical injection and metering solutions for oil and gas producers.				
July 30	Stock	WellMark Holdings, Inc.	Oklahoma City, Oklahoma	Energy
Manufacturer of valves, instrumentation, and chemical injection pumps serving the oil and gas industry.				
July 31	Asset	SweatMiser	McDonough, Georgia	Refrigeration & Food Equipment
Manufacturer of anti-sweat controllers for doors in the refrigeration industry.				
August 25	Stock / Asset	Liquip International	Smithfield, Australia	Fluids
Manufacturer of fluid handling solutions, loading arms, tank truck valves and fittings, electronic measurement systems for tank trucks, fuel filtration systems, and aviation fueling components and services.				
October 1	Stock	Accelerated Companies LLC	The Woodlands, Texas	Energy
Integrated provider of hydraulic and gas lift systems, electric submersible pump systems, surface pumps and modular fluid handling systems for oil and gas production.				

The following presents the allocation of acquisition cost to the assets acquired and liabilities assumed, based on their estimated fair values:

	Accelerated	Other Acquisitions	Total
Current assets, net of cash acquired	\$ 133,475	\$ 74,712	\$ 208,187
Property, plant and equipment	51,070	6,199	\$ 57,269
Goodwill	222,808	209,330	\$ 432,138
Intangible assets	131,200	163,727	\$ 294,927
Current liabilities assumed	(43,935)	(36,425)	\$ (80,360)
Non-current liabilities assumed, principally deferred taxes	(58,896)	(51,011)	\$ (109,907)
Net assets acquired	<u>\$ 435,722</u>	<u>\$ 366,532</u>	<u>\$ 802,254</u>

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Pro Forma Information

The following unaudited pro forma information illustrates the effect on the Company's revenue and earnings from continuing operations for years ended December 31, 2015 and 2014, assuming that all acquisitions had taken place at the beginning of the prior year period. As a result, the supplemental pro forma earnings reflect adjustments to earnings from continuing operations as reported in the Consolidated Statements of Earnings to exclude \$2,560 of nonrecurring expense related to the fair value adjustments to acquisition-date inventory (after-tax) and \$1,999 of acquisition-related costs (after-tax) from the year ended December 31, 2015. The supplemental pro forma earnings for the 2014 period were similarly adjusted for 2014 acquisition charges as if they were incurred at the beginning of 2013. The 2015 and 2014 supplemental pro forma earnings are also adjusted to reflect the comparable impact of additional depreciation and amortization expense (net of tax) resulting from the fair value measurement of tangible and intangible assets relating to 2015 and 2014 acquisitions.

	Years Ended December 31,	
	2015	2014
Revenue from continuing operations:		
As reported	\$ 6,956,311	\$ 7,752,728
Pro forma	7,096,102	8,148,820
Earnings from continuing operations:		
As reported	\$ 595,881	\$ 778,140
Pro forma	623,350	795,754
Basic earnings per share from continuing operations:		
As reported	\$ 3.78	\$ 4.67
Pro forma	3.95	4.77
Diluted earnings per share from continuing operations:		
As reported	\$ 3.74	\$ 4.61
Pro forma	3.92	4.71

These pro forma results of operations have been prepared for comparative purposes only, and they do not purport to be indicative of the results of operations that actually would have resulted had the acquisitions occurred on the dates indicated or that may result in the future.

3. Disposed and Discontinued Operations

Management evaluates Dover's businesses periodically for their strategic fit within its operations and may from time to time sell or discontinue certain operations for various reasons.

Disposed Businesses

During the fourth quarter of 2015, the Company completed the sale of a product line within its Refrigeration and Food Equipment segment. As discussed in Note 1 Description of Business and Summary of Significant Accounting Policies, the Company adopted ASU 2014-08 effective January 1, 2015. This ASU amended the criteria for the classification of a business or group of assets to be disposed as discontinued operations. Under this new guidance, the disposal of this product line did not represent a strategic shift in operations and, therefore, did not qualify for presentation as a discontinued operation. As such, the results of operations for this business remain within the Company's revenue and earnings from continuing operations. Upon disposal of the business the Company recognized a minimal gain of approximately \$150.

Discontinued Operations

The results of operations and financial position of the following businesses have been reclassified to discontinued operations for all periods presented:

- Datamax O'Neil and Sargent Aerospace until their disposals in 2015;
- DEK International until its disposal in 2014;
- Knowles Corporation until the completion of the spin-off of this business in February 2014; and
- Everett Charles Technologies (including the Multitest business, collectively "ECT") until its disposal in 2013

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
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Summarized results of the Company's discontinued operations are as follows:

	Years Ended December 31,		
	2015	2014	2013
Revenue	\$ 72,869	\$ 568,991	\$ 1,970,965
Gain (loss) on sale, including impairments, net of tax	\$ 265,550	\$ (3,691)	\$ (35,473)
Earnings from operations before taxes	8,222	13,611	209,293
Benefit (provision) for income taxes	176	(12,825)	31,782
Earnings from operations, net of tax	\$ 8,398	\$ 786	\$ 241,075
Earnings (loss) from discontinued operations, net of tax	\$ 273,948	\$ (2,905)	\$ 205,602

2015 - On March 2, 2015, the Company completed the sale of Datamax O'Neil for total proceeds of \$185,000, which resulted in a net gain on sale of \$87,781. On April 24, 2015, the Company completed the sale of Sargent Aerospace for total proceeds of \$500,000, which resulted in a net gain on sale of \$177,769. The Company paid approximately \$110,500 of taxes relating to the net gain on sale of these businesses which is reflected in the cash flows of discontinued operations. These businesses were previously included in the results of the Engineered Systems segment and were reclassified to discontinued operations in the fourth quarter of 2014 in connection with their impending sale.

The net earnings from operations for 2015 of \$8,398 include after-tax earnings of \$9,209 for those businesses classified as discontinued operations. Also reflected in this amount is a pension settlement charge of \$810, net of tax, attributable to lump sum payments made to Sargent Aerospace participants in Dover's qualified defined benefit pension plan.

2014 - The Company completed the sale of DEK International in the third quarter of 2014. Sale proceeds totaled \$170,616, which resulted in an after-tax loss on sale of \$6,895. The Company also recognized a gain on sale of \$3,204 in 2014 in connection with a working capital adjustment of \$4,482 for ECT, which was sold in the fourth quarter of 2013.

The net earnings from operations for 2014 of \$786 includes after-tax earnings of \$32,289 for those businesses classified as discontinued operations. Also reflected in this amount are the aforementioned spin-off costs of \$27,055 and a pension settlement charge of \$4,448, net of tax, attributable to lump sum payments made to Knowles participants in Dover's qualified defined benefit pension plan.

2013 - In connection with a change in goodwill reporting units within discontinued operations resulting from the Company's expected manner of disposing of its electronic test and assembly businesses, the Company was required to allocate goodwill to these individual reporting units based upon relative current fair values. This process resulted in a benefit of \$25,520 in the discontinued operations deferred income tax provision for 2013 as a result of the elimination of certain deferred tax liabilities. The Company recorded a goodwill impairment charge of \$54,532 (\$44,188 after tax) at ECT in 2013 in connection with the anticipated sale of this business. This charge was a write-down of the carrying value to fair value, based on the current estimated sales price.

The Company also recognized an impairment loss of \$14,001 in the fourth quarter of 2013, in connection with the impending sale of DEK. This loss included goodwill impairment of the related reporting unit of \$9,251, of which none was deductible for tax purposes.

The Company completed the sale of ECT in the fourth quarter of 2013 for total proceeds of \$92,694, which resulted in an after-tax loss on sale of \$2,804. Included in the sale proceeds was a note receivable from the buyer of \$16,250, net of \$3,750 of contingencies. The Company has since collected this note receivable.

The net earnings from operations of \$241,075 reflect the after-tax earnings of all businesses classified as discontinued operations, as well as \$54,827 of discrete tax benefits principally related to the conclusion of certain federal, state and international tax audits, \$18,279 of interest on tax obligations in foreign jurisdictions, and costs of \$30,093 related to the spin-off of Knowles.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
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Assets and liabilities of discontinued operations are summarized below:

	December 31, 2014
Assets of Discontinued Operations	
Accounts receivable	\$ 46,691
Inventories, net	58,401
Prepaid and other current assets	8,571
Total current assets	113,663
Property, plant and equipment, net	31,573
Goodwill and intangible assets, net	181,798
Other assets and deferred charges	137
Total assets	\$ 327,171
Liabilities of Discontinued Operations	
Accounts payable	\$ 21,199
Other current liabilities	17,675
Total current liabilities	38,874
Deferred income taxes	8,752
Other liabilities	3,092
Total liabilities	\$ 50,718

At December 31, 2014, the assets and liabilities of discontinued operations relate to Sargent Aerospace and Datamax O'Neil, which were sold in 2015. The Company had no assets and liabilities classified as discontinued operations as of December 31, 2015.

2014 Spin-off of Knowles Corporation

On February 28, 2014, Dover completed the distribution of Knowles to its stockholders. The transaction was completed through the pro rata distribution of 100% of the common stock of Knowles to Dover's shareholders of record as of the close of business on February 19, 2014. Each Dover shareholder received one share of Knowles common stock for every two shares of Dover common stock held as of the record date.

The following is a summary of the assets and liabilities distributed to Knowles as part of the separation on February 28, 2014:

Assets:	
Cash and cash equivalents	\$ 40,045
Other current assets	340,945
Non-current assets	1,678,820
Total assets	\$ 2,059,810
Liabilities:	
Current liabilities	\$ 252,673
Non-current liabilities	383,940
Total liabilities	\$ 636,613
Net assets distributed to Knowles Corporation	\$ 1,423,197

Knowles incurred \$100,000 of borrowings under its revolving credit facility and \$300,000 of borrowings under its term loan facility to finance a cash payment of \$400,000 to Dover immediately prior to the distribution. Dover received total net cash of \$359,955 upon separation, of which \$359,837 was received during the nine months ended September 30, 2014, which reflects the \$400,000 cash payment net of cash held by Knowles on the distribution date and retained by it in connection with its separation from Dover. Dover utilized the net proceeds from Knowles to pay down commercial paper and to repurchase shares of its common stock in the first quarter of 2014.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
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In addition to the net assets reflected above, the Company also allocated approximately \$26,695 of accumulated other comprehensive earnings to Knowles, relating primarily to foreign currency translation gains, offset by unrecognized losses on pension obligations. Also, the Company was required to reallocate a portion of its goodwill from continuing operations to a reporting unit included in the Knowles distribution.

4. Inventories, net

	December 31, 2015	December 31, 2014
Raw materials	\$ 333,551	\$ 352,016
Work in progress	135,624	147,715
Finished goods	443,032	483,912
Subtotal	912,207	983,643
Less reserves	(109,312)	(119,906)
Total	\$ 802,895	\$ 863,737

At December 31, 2015 and 2014, approximately 18% and 25%, respectively, of the Company's total inventories were accounted for using the LIFO method.

5. Property, Plant and Equipment, net

	December 31, 2015	December 31, 2014
Land	\$ 55,567	\$ 55,076
Buildings and improvements	546,809	537,474
Machinery, equipment and other	1,772,031	1,698,638
Subtotal	2,374,407	2,291,188
Less accumulated depreciation	(1,520,138)	(1,454,119)
Total	\$ 854,269	\$ 837,069

6. Goodwill and Other Intangible Assets

Goodwill

The changes in the carrying value of goodwill by segment for the years ended December 31, 2015 and 2014 are as follows:

	Energy	Engineered Systems	Fluids	Refrigeration & Food Equipment	Total
Goodwill	\$ 727,972	\$ 1,221,210	\$ 664,128	\$ 565,831	\$ 3,179,141
Accumulated impairment loss	—	(10,591)	(59,970)	—	(70,561)
Balance at January 1, 2014	727,972	1,210,619	604,158	565,831	3,108,580
Acquisitions	325,438	80,581	25,097	1,022	432,138
Purchase price adjustments	(395)	—	11,350	—	10,955
Foreign currency translation	(4,280)	(21,022)	(30,942)	(3,872)	(60,116)
Balance at December 31, 2014	1,048,735	1,270,178	609,663	562,981	3,491,557
Acquisitions	—	238,618	73,251	3,832	315,701
Purchase price adjustments	8,604	—	—	—	8,604
Disposition of business	—	(19,128) ⁽¹⁾	—	(3,749) ⁽²⁾	(22,877)
Foreign currency translation and other	(10,159)	(15,804)	(27,169)	(2,464)	(55,596)
Balance at December 31, 2015	<u>\$ 1,047,180</u>	<u>\$ 1,473,864</u>	<u>\$ 655,745</u>	<u>\$ 560,600</u>	<u>\$ 3,737,389</u>

(1) Amount reflects additional goodwill allocated to Sargent Aerospace upon its disposition, based on the fair value of the business relative to the remaining entities in its reporting unit.

(2) Amount reflects goodwill disposed of in connection with the divestiture of a product line within the Refrigeration and Food Equipment segment.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
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During 2015, the Company recognized additions of \$315,701 to goodwill as a result of recent acquisitions as outlined in Note 2 Acquisitions. Due to the inherent difficulty of estimating the initial purchase price allocation of recent acquisitions and the time needed to finalize the balance sheets of acquired companies, the Company will continue to refine its estimates of fair value to more accurately allocate purchase price; however, any such revisions are not expected to be significant. During 2015, the Company recorded adjustments totaling \$8,604 as a result of the finalization of purchase price allocation to assets acquired and liabilities assumed related to acquisitions completed in 2014.

During the fourth quarter of 2015, the Company sold a product line within the Refrigeration and Food Equipment segment. In conjunction with this disposal, the company allocated goodwill upon disposal of \$3,749, determined using the relative fair value approach.

Due to the separation of Knowles in the first quarter of 2014, the Company was required to allocate a portion of its goodwill from continuing operations to a reporting unit included in the distribution of Knowles. Accordingly, the assets distributed on February 28, 2014 included an additional \$19,749 of allocated goodwill, determined using the relative fair value approach.

In addition, during 2014, the Company announced its intent to sell two businesses within the Engineered Systems segment. As a result, the Company allocated goodwill totaling \$152,663 to these companies from their respective reporting units using a relative fair value approach.

The adjustments made to goodwill due to the distribution of Knowles, the reclassification of businesses held for sale, and the restatement of segment results due to the realignment of Dover's businesses has been applied to all periods presented on the Consolidated Balance Sheet for goodwill and assets of discontinued operations.

During the year ended December 31, 2014, the Company recorded adjustments totaling \$10,955 to goodwill related primarily to finalization of the purchase price allocation to assets acquired and liabilities assumed for the 2013 acquisitions.

Annual impairment testing

The Company performed its annual goodwill impairment test during the fourth quarter of 2015 using a discounted cash flow analysis as discussed in Note 1 Description of Business and Summary of Significant Accounting Policies. The Company performed step one of the annual goodwill impairment test for each of its nine reporting units, concluding that the fair values of all of its reporting units were in excess of their carrying values. As such, step two of the impairment test was not required. As previously noted, the fair values of each of the Company's reporting units was determined using a discounted cash flow analysis which includes management's current assumptions as to future cash flows and long-term growth rates. The discount rates used in these analyses varied by reporting unit and were based on a capital asset pricing model and published relevant industry rates. We used discount rates commensurate with the risks and uncertainties inherent to each reporting unit and in our internally developed forecasts. Discount rates used in our 2015 reporting unit valuations ranged from 9.5% to 11.0%.

Although all nine reporting units passed the step 1 impairment test, the Company noted a decrease in the fair value in excess of carrying value for two of its reporting units within the Energy segment, which together have an aggregate goodwill balance of \$957.0 million. These businesses and their estimated cash flows have been impacted by declining oil prices and the resulting economic pressures within the oil and gas industry. In spite of these declines these two reporting units had fair values in excess of their carrying values of 26% and 19%.

While the Company believes the assumptions used in the 2015 impairment analysis are reasonable and representative of expected results, if market conditions worsen or persist for an extended period of time, an impairment of goodwill or assets may occur. The Company will continue to monitor the long-term outlook and forecasts, including estimated future cash flows, for these businesses and the impact on the carrying value of goodwill and assets in 2016.

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Intangible Assets

The following table provides the gross carrying value and accumulated amortization for each major class of intangible asset:

	December 31, 2015		December 31, 2014	
	Gross Carrying Amount	Accumulated Amortization	Gross Carrying Amount	Accumulated Amortization
Amortized intangible assets:				
Trademarks	\$ 150,926	\$ 45,536	\$ 138,650	\$ 34,097
Patents	150,570	112,399	150,404	108,484
Customer Intangibles	1,567,048	595,635	1,429,906	484,449
Unpatented Technologies	137,919	56,495	92,480	45,812
Drawings & Manuals	34,232	15,760	36,377	13,087
Distributor Relationships	64,614	37,610	64,614	34,377
Other	23,923	18,168	24,214	12,737
Total	\$ 2,129,232	\$ 881,603	\$ 1,936,645	\$ 733,043
Unamortized intangible assets:				
Trademarks	165,594		165,918	
Total intangible assets, net	\$ 1,413,223		\$ 1,369,520	

Total amortization expense for the years ended December 31, 2015, 2014, and 2013 was \$159,573, \$155,109, and \$133,946, respectively. Amortization expense for the next five years, based on current intangible balances, is estimated to be as follows:

2016	\$ 165,903
2017	162,338
2018	161,416
2019	160,058
2020	154,519

7. Other Accrued Expenses and Other Liabilities

The following table details the major components of other accrued expenses:

	December 31, 2015	December 31, 2014
Warranty	\$ 41,502	\$ 46,704
Unearned/deferred revenue	28,072	20,678
Taxes other than income	25,180	28,452
Accrued interest	30,262	31,318
Accrued volume discounts	16,402	16,352
Accrued commissions (non-employee)	10,949	12,799
Restructuring and exit costs	13,991	22,021
Cross-currency swap	—	15,567
Other (none of which are individually significant)	69,613	72,386
	\$ 235,971	\$ 266,277

The Company's Swiss franc cross-currency net investment hedge was settled on October 13, 2015. See Note 10 Financial Instruments for additional information.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
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The following table details the major components of other liabilities (non-current):

	December 31, 2015	December 31, 2014
Deferred compensation	\$ 74,665	\$ 93,977
Defined benefit and other postretirement benefit plans	195,095	229,128
Unrecognized tax benefits	79,992	94,875
Unearned/deferred revenue	12,437	8,599
Legal and environmental	30,032	31,841
Warranty	2,964	2,684
Other (none of which are individually significant)	19,770	21,236
	<u>\$ 414,955</u>	<u>\$ 482,340</u>

Warranty

Estimated warranty program claims are provided for at the time of sale. Amounts provided for are based on historical costs and adjusted for new claims. The changes in the carrying amount of product warranties through December 31, 2015 and 2014 are as follows:

	2015	2014
Beginning Balance, January 1	\$ 49,388	\$ 42,924
Provision for warranties	51,392	60,833
Settlements made	(55,715)	(56,746)
Other adjustments, including acquisitions and currency translation	(599)	2,377
Ending balance, December 31	<u>\$ 44,466</u>	<u>\$ 49,388</u>

8. Restructuring Activities

The Company initiated various restructuring programs and incurred severance and other restructuring costs by segment as follows:

	Years Ended December 31,		
	2015	2014	2013
Energy ⁽¹⁾	\$ 30,763	\$ 7,549	\$ (811)
Engineered Systems	13,302	6,624	3,628
Fluids	4,879	3,784	850
Refrigeration & Food Equipment	5,848	24,897	5,451
Corporate	412	1,954	—
Total	<u>\$ 55,204</u>	<u>\$ 44,808</u>	<u>\$ 9,118</u>

These amounts are classified in the Consolidated Statements of Earnings as follows:

Cost of goods and services	\$ 21,194	\$ 19,690	\$ 5,320
Selling and administrative expenses	34,010	25,118	3,798
Total	<u>\$ 55,204</u>	<u>\$ 44,808</u>	<u>\$ 9,118</u>

(1) In 2013, restructuring charges incurred within the Energy segment included a net gain on the sale of buildings in connection with facility consolidations.

The restructuring charges of \$55,204 incurred in 2015 relate to restructuring programs designed to better align the Company's operations with current market conditions through targeted facility consolidations, headcount reductions and other measures to further optimize operations. We expect to fund the remainder of the 2015 programs currently underway over the next 12 to 18 months. Additional programs may be implemented during 2016 with related restructuring charges.

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The \$55,204 of restructuring charges incurred during 2015 included the following programs:

- The Energy segment incurred restructuring charges of \$30,763 related to various programs across the segment focused on workforce reductions and field service consolidations. These programs were initiated to better align cost base with the significantly lower demand environment.
- The Engineered Systems segment recorded \$13,302 of restructuring charges relating to headcount reductions across various businesses primarily related to optimization of administrative functions within Printing & Identification and U.S. manufacturing consolidation within Industrials.
- The Fluids segment recorded \$4,879 of restructuring charges principally related to reduction in workforce for those businesses serving the Pumps markets. Additional restructuring was completed in the pumps businesses for facility consolidation.
- The Refrigeration & Food Equipment segment recorded restructuring charges of \$5,848, primarily related to asset impairment due to exit plans at targeted facilities and headcount reductions.

Restructuring expenses incurred in 2014 and 2013 also included targeted facility consolidations at certain businesses and actions taken to optimize the Company's cost structure.

The following table details the Company's severance and other restructuring accrual activity:

	Severance	Exit	Total
Balance at December 31, 2012	\$ 2,687	2,565	\$ 5,252
Restructuring charges	7,103	2,015	9,118
Payments	(7,001)	(2,451)	(9,452)
Other, including foreign currency	87	337	424
Balance at December 31, 2013	2,876	2,466	5,342
Restructuring charges	23,532	21,276	44,808
Payments	(10,092)	(5,750)	(15,842)
Other, including foreign currency	(958)	(11,329) ⁽¹⁾	(12,287)
Balance at December 31, 2014	15,358	6,663	22,021
Restructuring charges	32,148	23,056	55,204
Payments	(38,003)	(12,322)	(50,325)
Other, including foreign currency	1,533	(14,442) ⁽¹⁾	(12,909)
Balance at December 31, 2015	<u>\$ 11,036</u>	<u>\$ 2,955</u>	<u>\$ 13,991</u>

(1) Other activity in exit reserves primarily represents the non-cash write-off of inventory and fixed assets in connection with certain facility closures.

The accrual balances at December 31, 2015 primarily reflects restructuring plans initiated during the year, as well as ongoing lease commitment obligations for facilities closed in prior periods.

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9. Borrowings and Lines of Credit

Borrowings consist of the following:

	December 31, 2015	December 31, 2014
Short-term:		
Current portion of long-term debt	\$ 122	\$ 299,956
Commercial paper	151,000	478,000
	<u>\$ 151,122</u>	<u>\$ 777,956</u>
	December 31, 2015	December 31, 2014
Long-term:		
4.875% 10-year notes due October 15, 2015	\$ —	\$ 299,836
5.45% 10-year notes due March 15, 2018	349,258	348,928
2.125% 7-year notes due December 1, 2020 (euro-denominated)	328,592	363,970
4.30% 10-year notes due March 1, 2021	449,865	449,839
3.150% 10-year notes due November 15, 2025	396,951	—
6.65% 30-year debentures due June 1, 2028	199,552	199,517
5.375% 30-year debentures due October 15, 2035	296,844	296,685
6.60% 30-year notes due March 15, 2038	248,036	247,948
5.375% 30-year notes due March 1, 2041	345,989	345,830
Other	2,377	444
Total long-term debt	<u>2,617,464</u>	<u>2,552,997</u>
Less current portion	<u>(122)</u>	<u>(299,956)</u>
	<u>\$ 2,617,342</u>	<u>\$ 2,253,041</u>

The Company repaid its October 15, 2015, \$300.0 million, 4.875% notes upon maturity through the use of commercial paper borrowings. On November 15, 2015, the Company issued \$400.0 million, 3.150% notes due 2025 realizing proceeds of \$394,300, net of discounts and issuance costs. The Company used the proceeds of this issuance to repay its incremental commercial paper.

The long-term borrowings presented above are net of unamortized discounts of \$13,951 and \$12,011 at December 31, 2015 and 2014, respectively. The discounts are being amortized to interest expense using the effective interest rate method over the life of the issuances. The notes and debentures are redeemable at the option of Dover in whole or in part at any time at a redemption price that includes a make-whole premium, with accrued interest to the redemption date.

On November 10, 2015, the Company entered into a \$1.0 billion five-year unsecured revolving credit facility with a syndicate of banks (the "Credit Agreement") that replaced a facility with similar terms that was set to expire in November 2016. This current facility expires on November 10, 2020. At the Company's election, loans under the Credit Agreement will bear interest at a Canadian Dollar, Eurodollar, Swedish Kronor, or Sterling rate based on CDOR, EURIBOR, LIBOR or STIBOR, plus an applicable margin ranging from 0.580% to 1.000% (subject to adjustment based on the credit rating accorded the Company's senior unsecured debt by S&P and Moody's), or at a base rate pursuant to a formula defined in the Credit Agreement. In addition, the Credit Agreement requires the Company to pay a facility fee and imposes various restrictions on the Company such as, among other things, the requirement for the Company to maintain an interest coverage ratio of EBITDA to consolidated net interest expense of not less than 3.0 to 1. The Company was in compliance with this covenant and its other long-term debt covenants at December 31, 2015 and had a coverage ratio of 13.3 to 1. The Company primarily uses this facility as liquidity back-up for its commercial paper program and has not drawn down any loans under the facility and does not anticipate doing so. The Company generally uses commercial paper borrowings for general corporate purposes, funding of acquisitions, and the repurchases of its common stock.

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Interest expense and interest income for the years ended December 31, 2015, 2014 and 2013 were as follows:

	Years Ended December 31,		
	2015	2014	2013
Interest expense	\$ 131,676	\$ 131,689	\$ 124,535
Interest income	(4,419)	(4,510)	(3,881)
Interest expense, net	<u>\$ 127,257</u>	<u>\$ 127,179</u>	<u>\$ 120,654</u>

The weighted average interest rate for short-term commercial paper borrowings was 0.2%, 0.1%, and 0.1% for 2015, 2014, and 2013, respectively.

Scheduled maturities of long-term debt are as follows for the years ending December 31:

2016	\$	122
2017		122
2018		349,290
2019		—
2020		328,592
2021 and thereafter		1,939,338
	<u>\$</u>	<u>2,617,464</u>

As of December 31, 2015, the Company had approximately \$116,210 outstanding in letters of credit and guarantees with financial institutions, which expire at various dates in 2016 through 2020. These letters of credit are primarily maintained as security for insurance, warranty and other performance obligations. In general, we would only be liable for the amount of these guarantees in the event of default in the performance of our obligations, the probability of which we believe is remote.

10. Financial Instruments

Derivatives

The Company is exposed to market risk for changes in foreign currency exchange rates due to the global nature of its operations. In order to manage this risk the Company has hedged portions of its forecasted sales and purchases, which occur within the next twelve months and are denominated in non-functional currencies, with currency forward or collar contracts designated as cash flow hedges. At December 31, 2015 and December 31, 2014, the Company had contracts with U.S. dollar equivalent notional amounts of \$37,735 and \$47,047, respectively, to exchange foreign currencies, principally the U.S. dollar, Euro, and Chinese yuan. The Company believes it is probable that all forecasted cash flow transactions will occur.

In addition, the Company had outstanding contracts at December 31, 2015 and December 31, 2014 with a total notional amount of \$51,369 and \$52,392, respectively, that are not designated as hedging instruments. These instruments are used to reduce the Company's exposure for operating receivables and payables that are denominated in non-functional currencies. Gains and losses on the fair value of these instruments are reflected in income on the Consolidated Statements of Earnings.

Previously, we entered into a floating-to-floating cross currency swap agreement with a total notional amount of \$50,000 in exchange for CHF 65,100, which matured on October 15, 2015. This transaction hedged a portion of our net investment in non-U.S. operations. The agreement qualified as a net investment hedge and changes in the fair value were reported within the cumulative translation adjustment section of other comprehensive earnings, with any hedge ineffectiveness recognized in current earnings. The fair value of this hedge reflected cumulative losses of \$15,567 at December 31, 2014, reflecting the strengthening of the Swiss franc relative to the U.S. dollar over the term of this arrangement. At maturity on October 15, 2015, the Company settled the outstanding liability on this swap agreement for a total of \$17,752.

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The following table sets forth the fair values of derivative instruments held by the Company as of December 31, 2015 and December 31, 2014 and the balance sheet lines in which they are recorded:

	Fair Value Asset (Liability)		Balance Sheet Caption
	December 31, 2015	December 31, 2014	
Foreign currency forward / collar contracts	\$ 170	\$ 973	Prepaid and other current assets
Foreign currency forward / collar contracts	(452)	(810)	Other accrued expenses
Net investment hedge - cross currency swap	—	(15,567)	Accrued expenses

The amount of gains or losses from hedging activity recorded in earnings is not significant and the amount of unrealized gains and losses from cash flow hedges which are expected to be reclassified to earnings in the next twelve months is not significant; therefore, additional tabular disclosures are not presented. There are no amounts excluded from the assessment of hedge effectiveness, and the Company's derivative instruments that are subject to credit risk contingent features were not significant.

The Company is exposed to credit loss in the event of nonperformance by counterparties to the financial instrument contracts held by the Company; however, nonperformance by these counterparties is considered unlikely as the Company's policy is to contract with highly-rated, diversified counterparties.

Additionally, the Company has designated the €300.0 million of euro-denominated notes issued December 4, 2013 as a hedge of a portion of its net investment in euro-denominated operations. Due to the high degree of effectiveness between the hedging instruments and the exposure being hedged, fluctuations in the value of the euro-denominated debt due to exchange rate changes are offset by changes in the net investment. Accordingly, changes in the value of the euro-denominated debt are recognized in the cumulative translation adjustment section of other comprehensive income to offset changes in the value of the net investment in euro-denominated operations.

Amounts recognized in other comprehensive earnings (loss) for the gains (losses) on its net investment hedges were as follows:

	2015	2014	2013
Gain (loss) on euro-denominated debt	\$ 35,458	\$ 47,630	\$ (6,099)
Gain (loss) on Swiss franc cross-currency swap	(2,185)	8,149	(1,035)
Total gain (loss) on net investment hedges before tax	33,273	55,779	(7,134)
Tax (expense) benefit	(11,646)	(19,523)	2,494
Net gain (loss) on net investment hedges, net of tax	<u>\$ 21,627</u>	<u>\$ 36,256</u>	<u>\$ (4,640)</u>

Fair Value Measurements

Accounting Standards Codification ("ASC") 820, "Fair Value Measurements and Disclosures," establishes a hierarchy for measuring fair value. A financial instrument's categorization within the hierarchy is based on the lowest level of input that is significant to the fair value measurement. ASC 820 establishes three levels of inputs that may be used to measure fair value as follows:

Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities.

Level 2 inputs include inputs other than Level 1 that are observable, either directly or indirectly, such as quoted prices in active markets for similar assets and liabilities, quoted prices for identical or similar assets or liabilities in markets that are not active, or other inputs that are observable or can be corroborated by observable market data for substantially the full term of assets or liabilities.

Level 3 inputs are unobservable inputs in which little or no market data exists, therefore requiring an entity to develop its own assumptions.

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The Company's assets and liabilities measured at fair value on a recurring basis as of December 31, 2015 and December 31, 2014 are as follows:

	December 31, 2015	December 31, 2014
	Level 2	Level 2
Assets:		
Foreign currency cash flow hedges	\$ 170	\$ 973
Liabilities:		
Foreign currency cash flow hedges	452	810
Swiss franc cross-currency swap	—	15,567

The derivative contracts are measured at fair value using models based on observable market inputs such as foreign currency exchange rates and interest rates; therefore, they are classified within Level 2 of the fair value hierarchy.

In addition to fair value disclosure requirements related to financial instruments carried at fair value, accounting standards require disclosures regarding the fair value of all of the Company's financial instruments. The estimated fair value of long-term debt at December 31, 2015 and December 31, 2014 was \$2,880,734 and \$3,002,701, respectively, compared to the carrying value of \$2,617,464 and \$2,552,997, respectively. The estimated fair value of long-term debt is based on quoted market prices for similar instruments and is, therefore, classified as Level 2 within the fair value hierarchy. The carrying values of cash and cash equivalents, trade receivables, accounts payable, and notes payable are reasonable estimates of their fair values as of December 31, 2015 and December 31, 2014 due to the short-term nature of these instruments.

11. Income Taxes

Income taxes have been based on the following components of "Earnings before provision for income taxes and discontinued operations" in the Consolidated Statements of Earnings:

	Years Ended December 31,		
	2015	2014	2013
Domestic	\$ 530,268	\$ 789,689	\$ 714,723
Foreign	270,342	304,518	331,263
	<u>\$ 800,610</u>	<u>\$ 1,094,207</u>	<u>\$ 1,045,986</u>

Income tax expense (benefit) relating to continuing operations for the years ended December 31, 2015, 2014, and 2013 is comprised of the following:

	Years Ended December 31,		
	2015	2014	2013
Current:			
U.S. Federal	\$ 115,130	\$ 231,939	\$ 114,218
State and local	11,706	8,434	17,468
Foreign	79,982	97,037	89,702
Total current	<u>206,818</u>	<u>337,410</u>	<u>221,388</u>
Deferred:			
U.S. Federal	\$ 19,238	\$ 7,386	\$ 35,315
State and local	(3,433)	11,250	(4,556)
Foreign	(17,894)	(39,979)	(3,688)
Total deferred	<u>(2,089)</u>	<u>(21,343)</u>	<u>27,071</u>
Total expense	<u>\$ 204,729</u>	<u>\$ 316,067</u>	<u>\$ 248,459</u>

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Differences between the effective income tax rate and the U.S. federal income statutory rate are as follows:

	Years Ended December 31,		
	2015	2014	2013
U.S. Federal income tax rate	35.0 %	35.0 %	35.0 %
State and local taxes, net of Federal income tax benefit	1.6	1.3	1.2
Foreign operations tax effect	(4.3)	(3.7)	(3.3)
Research & experimentation tax credits ⁽¹⁾	(0.4)	(0.3)	(0.7)
Domestic manufacturing deduction	(3.0)	(3.0)	(2.2)
Foreign tax credits	(2.4)	0.4	0.3
Branch losses	(0.2)	(0.7)	(0.2)
Release of valuation allowance	—	(0.6)	—
Resolution of tax contingencies	(1.8)	(0.5)	(7.2)
Other, principally non-tax deductible items	1.1	1.0	0.9
Effective rate from continuing operations	25.6 %	28.9 %	23.8 %

⁽¹⁾ On January 2, 2013, the American Taxpayer Relief Act of 2012 was signed into law, and this legislation retroactively extended the R&E tax credit for two years, from January 1, 2012 through December 31, 2013. Income tax expense for 2013 includes \$4.8 million for the entire benefit of the R&E tax credit attributable to 2012.

The tax effects of temporary differences that give rise to future deferred tax assets and liabilities are as follows:

	December 31, 2015	December 31, 2014
Deferred Tax Assets:		
Accrued compensation, principally postretirement and other employee benefits	\$ 133,000	\$ 151,640
Accrued expenses, principally for state income taxes, interest, and warranty	42,213	45,262
Net operating loss and other carryforwards	210,396	190,298
Inventories, principally due to reserves for financial reporting purposes and capitalization for tax purposes	12,329	13,285
Accounts receivable, principally due to allowance for doubtful accounts	4,937	4,323
Accrued insurance	4,365	5,529
Long-term liabilities, principally warranty, environmental, and exit costs	4,509	4,096
Other assets	(36,576)	(26,793)
Total gross deferred tax assets	375,173	387,640
Valuation allowance	(171,365)	(141,252)
Total deferred tax assets	\$ 203,808	\$ 246,388

Deferred Tax Liabilities:		
Intangible assets, principally due to different tax and financial reporting bases and amortization lives	\$ (699,876)	\$ (676,647)
Plant and equipment, principally due to differences in depreciation	(56,872)	(55,012)
Accounts receivable	(8,236)	(6,481)
Total gross deferred tax liabilities	(764,984)	(738,140)
Net deferred tax liability	\$ (561,176)	\$ (491,752)

Classified as follows in the consolidated balance sheets:

Non-current deferred tax asset	14,533	12,866
Non-current deferred tax liability	(575,709)	(504,618)
	\$ (561,176)	\$ (491,752)

As of December 31, 2015, the Company has loss carryforwards for U.S. Federal purposes totaling approximately \$28.1 million attributed to the 2011 Anthony acquisition, and loss carryforwards for non-U.S. purposes totaling \$625.8 million primarily resulting from restructuring undertaken to effect the Knowles spin-off. As of December 31, 2014, the Company had non-U.S. loss carryforwards of \$519.4 million. The federal loss carryforwards are available for use against the Company's consolidated

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federal taxable income and begin to expire in 2024. The entire balance of the non-U.S. losses as of December 31, 2015 is available to be carried forward, with \$22.6 million of these losses beginning to expire during the years 2016 through 2035. The remaining \$603.2 million of such losses can be carried forward indefinitely.

The Company has \$104.8 million and \$109.2 million of state tax loss carryforwards as of December 31, 2015 and 2014, respectively, that are available for use by the Company between 2016 and 2035.

As of December 31, 2015 and 2014, the Company has research and development credit carryforwards for U.S. Federal purposes of \$0.8 million attributable to the 2011 Anthony acquisition. The research and development credits begin to expire in 2025.

The Company maintains valuation allowances by jurisdiction against the deferred tax assets related to certain of these carryforwards as utilization of these tax benefits is not assured for certain jurisdictions.

The Company has not provided for U.S. federal income taxes or tax benefits on the undistributed earnings of its international subsidiaries, totaling approximately \$1.1 billion at December 31, 2015, because such earnings are reinvested and it is currently intended that they will continue to be reinvested indefinitely. It is not practicable to estimate the amount of tax that might be payable if some or all of such earnings were to be repatriated, and the amount of foreign tax credits that would be available to reduce or eliminate the resulting U.S. income tax liability.

Unrecognized Tax Benefits

The Company files U.S., state, local, and foreign tax returns. The Company is routinely audited by the tax authorities in these jurisdictions, and a number of audits are currently underway. It is reasonably possible during the next twelve months that uncertain tax positions may be settled, which could result in a decrease in the gross amount of unrecognized tax benefits. This decrease may result in an income tax benefit. Due to the potential for resolution of federal, state, and foreign examinations, and the expiration of various statutes of limitation, the Company's gross unrecognized tax benefits balance may change within the next twelve months by a range of zero to \$18 million. Some portion of any such change may be reported as discontinued operations. The Company is no longer subject to examinations of its federal income tax returns for years through 2012. All significant state, local, and international matters have been concluded for years through 2008. The Company believes adequate provision has been made for all income tax uncertainties.

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The following table is a reconciliation of the beginning and ending balances of the Company's unrecognized tax benefits:

	Continuing	Discontinued	Total
Unrecognized tax benefits at January 1, 2013	\$ 121,864	\$ 54,225	\$ 176,089
Additions based on tax positions related to the current year	9,056	1	9,057
Additions for tax positions of prior years	7,584	3,315	10,899
Reductions for tax positions of prior years ⁽¹⁾	(62,610)	(40,240)	(102,850)
Settlements	(2,823)	(2,523)	(5,346)
Lapse of statutes	(7,845)	(1,564)	(9,409)
Unrecognized tax benefits at December 31, 2013	65,226	13,214	78,440
Additions based on tax positions related to the current year	11,751	14	11,765
Additions for tax positions of prior years	1,065	499	1,564
Reductions for tax positions of prior years	(5,782)	(265)	(6,047)
Settlements	(843)	(155)	(998)
Lapse of statutes	(5,050)	(2,585)	(7,635)
Unrecognized tax benefits at December 31, 2014	66,367	10,722	77,089
Additions based on tax positions related to the current year	17,131	—	17,131
Additions for tax positions of prior years	2,900	—	2,900
Reductions for tax positions of prior years ⁽¹⁾	(17,135)	—	(17,135)
Settlements	(1,153)	—	(1,153)
Lapse of statutes	(12,744)	—	(12,744)
Unrecognized tax benefits at December 31, 2015	\$ 55,366 ⁽²⁾	\$ 10,722 ⁽³⁾	\$ 66,088

⁽¹⁾ The settlement of certain income tax examinations of the 2009 and 2010 tax years (in the year ended December 31, 2013) and 2011 and 2012 (in the year ended December 31, 2015) resulted in a significant decrease in unrecognized tax benefits.

⁽²⁾ If recognized, the net amount of potential tax benefits that would impact the Company's effective tax rate is \$50.3 million. During the years ended December 31, 2015, 2014, and 2013, the Company recorded income of \$4.3 million, \$1.3 million and \$5.5 million, respectively, as a component of provision for income taxes related to the reversal of previously accrued interest and penalties on unrecognized tax benefits. The Company had accrued interest and penalties of \$13.9 million at December 31, 2015 and \$15.5 million at December 31, 2014, which are not included in the above table.

⁽³⁾ The Company had recorded \$10.7 million of unrecognized tax benefits related to operations previously classified as Discontinued Operations. Upon disposal of the Discontinued Operations, these unrecognized tax benefits were transferred to Continuing Operations. If recognized, the potential tax benefits will be recorded in Discontinued Operations.

12. Equity and Cash Incentive Program

The Company's share-based awards are typically granted annually at its regularly scheduled first quarter Compensation Committee meeting. Beginning in 2013, these awards were made pursuant to the terms of the Company's 2012 Equity and Cash Incentive Plan (the "2012 Plan"), which was approved by shareholders on May 3, 2012. This plan replaced the 2005 Equity and Cash Incentive Plan (the "2005 Plan"), which would have otherwise terminated according to its terms on January 31, 2015 and the 1996 Non-Employee Directors Stock Compensation Plan (the "Directors Plan"), which would have otherwise terminated according to its terms on December 31, 2012. Upon approval of the 2012 Plan, no additional awards may be granted under the 2005 Plan. Officers and other key employees, as well as non-employee directors, are eligible to participate in the 2012 Plan, which has a ten year term and will terminate on May 3, 2022. The 2012 Plan provides for stock options and SARs grants, restricted stock awards, restricted stock unit awards, performance share awards, cash performance awards, directors' shares, and deferred stock units. Under the 2012 Plan, a total of 17,000,000 shares of common stock are reserved for issuance, subject to adjustments resulting from stock dividends, stock splits, recapitalizations, reorganizations, and other similar changes.

The exercise price per share for stock options and SARs is equal to the closing price of the Company's stock on the New York Stock Exchange on the date of grant. New common shares are issued when options or SARs are exercised. The period during which options and SARs are exercisable is fixed by the Company's Compensation Committee at the time of grant. Generally, the stock options or SARs vest after three years of service and expire at the end of ten years.

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In connection with the separation of Knowles on February 28, 2014, the Company modified the outstanding equity awards for its employees. The awards were modified such that all individuals received an equivalent fair value both before and after the separation of Knowles. This modification resulted in the issuance of an additional 933,845 SARs, 20,523 stock options, 11,480 performance shares and 5,389 restricted stock units. The exercise price of these outstanding awards, where applicable, was adjusted to preserve the value of the awards immediately prior to the separation. As no incremental fair value was awarded as a result of the issuance of these additional shares, the modification did not result in additional compensation expense.

Stock-based compensation costs are reported within selling and administrative expenses. The following table summarizes the Company's compensation expense relating to all stock-based incentive plans:

	Years Ended December 31,		
	2015	2014	2013
Pre-tax compensation expense	\$ 30,697	\$ 31,628	\$ 30,480
Tax benefit	(10,877)	(11,201)	(10,745)
Total stock-based compensation expense, net of tax	<u>\$ 19,820</u>	<u>\$ 20,427</u>	<u>\$ 19,735</u>

SARs and Stock Options

In 2015, 2014, and 2013, the Company issued SARs covering 1,144,529, 1,043,734, and 1,613,884 shares, respectively. Since 2006, the Company has only issued SARs and does not anticipate issuing stock options in the future. The fair value of each SAR grant was estimated on the date of grant using a Black-Scholes option-pricing model with the following assumptions:

	2015	2014	2013
Risk-free interest rate	1.51%	1.70%	1.39%
Dividend yield	2.24%	1.98%	2.06%
Expected life (years)	5.1	5.3	7.1
Volatility	27.19%	30.81%	33.78%
Grant price	\$ 73.28	\$ 82.51	\$ 63.33
Fair value at date of grant	\$ 14.55	\$ 19.84 ⁽¹⁾	\$ 18.17 ⁽¹⁾

(1) Updated to reflect the modification of grants issued prior to 2014 and 2013 in connection with the separation of Knowles.

Expected volatilities are based on Dover's stock price history, including implied volatilities from traded options on Dover stock. The Company uses historical data to estimate SAR exercise and employee termination patterns within the valuation model. The expected life of SARs granted is derived from the output of the option valuation model and represents the average period of time that SARs granted are expected to be outstanding. The interest rate for periods within the contractual life of the options is based on the U.S. Treasury yield curve in effect at the time of grant.

A summary of activity relating to SARs and stock options granted under the 2012 Plan and the predecessor plans for the year ended December 31, 2015 is as follows:

	SARs			Stock Options		
	Number of Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term (Years)	Number of Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term (Years)
Outstanding at 1/1/2015	7,640,742	\$ 54.69		52,907	\$ 33.50	
Granted	1,144,529	73.28		—	—	
Forfeited / expired	(299,349)	70.91		(9,081)	33.49	
Exercised	(675,329)	48.61		(43,826)	33.50	
Outstanding at 12/31/2015	<u>7,810,593</u>	57.32	5.9	<u>—</u>	—	na
Exercisable at 12/31/2015	<u>4,482,264</u>	\$ 46.67	4.4	<u>—</u>	\$ —	na

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The following table summarizes information about outstanding SARs at December 31, 2015:

Range of Exercise Prices	SARs Outstanding				SARs Exercisable			
	Number of Shares	Weighted Average Exercise Price	Weighted Average Remaining Life in Years	Aggregate Intrinsic Value	Number of Shares	Weighted Average Exercise Price	Weighted Average Remaining Life in Years	Aggregate Intrinsic Value
\$25.96 - \$37.79	1,969,791	\$ 33.94	3.5	\$ 53,922	1,969,791	\$ 33.94	3.5	\$ 53,922
\$40.54 - \$58.69	2,502,838	\$ 56.59	5.1	\$ 11,810	2,502,838	\$ 56.59	5.1	\$ 11,810
\$63.33 - \$82.51	3,337,964	\$ 71.67	8.0	\$ —	9,635	\$ 70.57	7.5	\$ —
	<u>7,810,593</u>			<u>\$ 65,732</u>	<u>4,482,264</u>			<u>\$ 65,732</u>

Unrecognized compensation expense related to SARs not yet exercisable was \$13,178 at December 31, 2015. This cost is expected to be recognized over a weighted average period of 1.6 years.

Other information regarding the exercise of SARs and stock options is listed below:

	2015	2014	2013
SARs			
Fair value of SARs that became exercisable	\$ 25,380	\$ 26,796	\$ 23,605
Aggregate intrinsic value of SARs exercised	\$ 14,560	\$ 51,813	\$ 83,944
Stock Options			
Cash received by Dover for exercise of stock options	\$ 1,468	\$ 5,227	\$ 14,830
Aggregate intrinsic value of options exercised	\$ 1,649	\$ 8,614	\$ 19,937

The Company recognized net tax benefits of \$661, \$15,110, and \$25,661 during 2015, 2014, and 2013, respectively, for the exercise of SARs and stock options. These benefits have been recorded as an increase to additional paid-in capital and are reflected as financing cash inflows in the Consolidated Statements of Cash Flows.

Performance Share Awards

Performance share awards granted are expensed over the three-year requisite performance and service period. Awards shall become vested if (1) the Company achieves certain specified stock performance targets compared to a defined group of peer companies and (2) the employee remains continuously employed by the company during the performance period. Partial vesting may occur after separation from service in the case of certain terminations not for cause and for retirements.

In 2015, 2014, and 2013, the Company issued performance shares covering 61,611, 58,206, and 47,032 shares, respectively. The performance share awards granted in 2014 and 2015 are considered performance condition awards as attainment is based on Dover's performance relative to established internal metrics. The fair value of these awards was determined using Dover's closing stock price on the date of grant. The expected attainment of the internal metrics for these awards is analyzed each reporting period, and the related expense is adjusted up or down based on expected attainment, if that attainment differs from previous estimates. The cumulative effect on current and prior periods of a change in attainment is recognized in compensation cost in the period of change.

The fair value and average attainment used in determining compensation cost of the performance shares issued in 2014 and 2015 is as follows for the year ended December 31, 2015:

	Performance shares	
	2015	2014
Fair value per share at date of grant	\$ 73.28	\$ 82.51
Average attainment rate reflected in expense	11.98%	34.33%

The performance share awards granted in 2013 are market condition awards as attainment is based on Dover's three-year performance relative to its peer group for the relevant performance period. These awards were valued on the date of grant using

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a Monte Carlo simulation model (a binomial lattice-based valuation model) with the following assumptions, and are generally recognized ratably over the vesting period:

	2013
Risk-free interest rate	0.40%
Dividend yield	2.06%
Expected life (years)	2.9
Volatility	30.36%
Fair value of performance award ⁽¹⁾	\$ 70.92

(1) Updated to reflect the modification of grants issued prior to 2014 in connection with the separation of Knowles.

Expected volatilities are based on historical volatilities of each of the defined peer companies. The interest rate is based on the U.S. Treasury yield curve in effect at the time of grant.

A summary of activity for performance share awards for the year ended December 31, 2015 is as follows:

	Number of Shares	Weighted-Average Grant-Date Fair Value
Unvested at January 1, 2015	101,723	\$ 77.33
Granted	61,611	73.28
Forfeited	(4,690)	75.49
Vested ⁽¹⁾	(42,584)	70.92
Unvested at December 31, 2015	116,060	\$ 77.61

(1) Under the terms of the performance share award, the actual number of shares awarded can range from zero to 200% of the original target grant depending on Dover's three-year performance relative to the peer group for the relevant performance period. The awards that vested in 2015, as shown above, will result in 73.0% of payout of Dover common shares as a result of the three-year performance from 2013 - 2015 relative to its peer group.

Unrecognized compensation expense related to unvested performance shares as of December 31, 2015 was \$924, which will be recognized over a weighted average period of 1.4 years.

Restricted Stock Awards

The Company also has restricted stock authorized for grant (as part of the 2005 and 2012 Plans). Under these Plans common stock of the Company may be granted at no cost to certain officers and key employees. In general, restrictions limit the sale or transfer of these shares during a two or three year period, and restrictions lapse proportionately over the two or three year period. The Company granted 145,545 and 131,719 of restricted stock awards in 2015 and 2014, respectively. No restricted stock awards were issued in 2013.

A summary of activity for restricted stock awards for the year ended December 31, 2015 is as follows:

	Number of Shares	Weighted-Average Grant-Date Fair Value
Unvested at January 1, 2015	166,000	\$ 76.00
Granted	145,545	73.28
Forfeited	(17,597)	77.67
Vested	(39,376)	82.15
Unvested at December 31, 2015	254,572	\$ 75.07

Unrecognized compensation expense relating to unvested restricted stock as of December 31, 2015 was \$7,722, which will be recognized over a weighted average period of 1.3 years.

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Directors' Shares

The Company issued the following shares to its non-employee directors under the 2012 Plan as partial compensation for serving as directors of the Company:

	Years ended December 31,		
	2015	2014	2013
Aggregate shares granted	21,205	17,331	14,271
Shares deferred	(11,196)	(8,904)	(6,929)
Shares withheld to satisfy tax obligations	—	(210)	(354)
Net shares issued	10,009	8,217	6,988

13. Commitments and Contingent Liabilities**Lease Commitments**

The Company leases certain facilities and equipment under operating leases, many of which contain renewal options. Total rental expense, net of insignificant sublease rental income, for all operating leases was \$84,801, \$87,149, and \$76,541 for the years ended December 31, 2015, 2014, and 2013, respectively. Contingent rentals under the operating leases were not significant.

The aggregate future minimum lease payments for operating and capital leases as of December 31, 2015 are as follows:

	Operating	Capital
2016	\$ 62,892	\$ 2,830
2017	53,364	1,222
2018	43,888	436
2019	29,438	240
2020	21,386	182
2021 and thereafter	50,410	243
	<u>\$ 261,378</u>	<u>\$ 5,153</u>

Guarantees

The Company has provided typical indemnities in connection with sales of certain businesses and assets, including representations and warranties and related indemnities for environmental, health and safety, tax, and employment matters. The Company does not have any material liabilities recorded for these indemnifications and is not aware of any claims or other information that would give rise to material payments under such indemnities.

Litigation

A few of the Company's subsidiaries are involved in legal proceedings relating to the cleanup of waste disposal sites identified under federal and state statutes which provide for the allocation of such costs among "potentially responsible parties." In each instance, the extent of the Company's liability appears to be very small in relation to the total projected expenditures and the number of other "potentially responsible parties" involved and is anticipated to be immaterial to the Company. In addition, a few of the Company's subsidiaries are involved in ongoing remedial activities at certain current and former plant sites, in cooperation with regulatory agencies, and appropriate reserves have been established. At December 31, 2015 and 2014, the Company has reserves totaling \$30,595 and \$32,890, respectively, for environmental and other matters, including private party claims for exposure to hazardous substances, that are probable and estimable.

The Company and certain of its subsidiaries are also parties to a number of other legal proceedings incidental to their businesses. These proceedings primarily involve claims by private parties alleging injury arising out of use of the Company's products, exposure to hazardous substances, patent infringement, employment matters, and commercial disputes. Management and legal counsel, at least quarterly, review the probable outcome of such proceedings, the costs and expenses reasonably expected to be incurred and currently accrued to-date, and the availability and extent of insurance coverage. The Company has reserves for

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legal matters that are probable and estimable and not otherwise covered by insurance, and at December 31, 2015 and 2014, these reserves are not significant. While it is not possible at this time to predict the outcome of these legal actions, in the opinion of management, based on the aforementioned reviews, the Company is not currently involved in any legal proceedings which, individually or in the aggregate, could have a material affect on its financial position, results of operations, or cash flows.

14. Employee Benefit Plans

The Company offers defined contribution retirement plans which cover the majority of its U.S. employees, as well as employees in certain other countries. The Company's expense relating to defined contribution plans was \$32,281, \$34,263, and \$25,645 for the years ended December 31, 2015, 2014, and 2013, respectively.

The Company sponsors qualified defined benefit pension plans covering certain employees of the Company and its subsidiaries. The plans' benefits are generally based on years of service and employee compensation. The Company also provides to certain management employees, through non-qualified plans, supplemental retirement benefits in excess of qualified plan limits imposed by federal tax law.

In July 2013, the Company announced that, after December 31, 2013, the U.S. qualified and non-qualified defined benefit plans will be closed to new employees. All pension-eligible employees as of December 31, 2013 will continue to earn a pension benefit through December 31, 2023 as long as they remain employed by an operating company participating in the plan. The Company also announced that effective, January 1, 2024, the plan would be frozen to any future benefit accruals.

In connection with the separation of Knowles in 2014, the Company offered one-time lump sum payments to Knowles employees that participated in Dover's qualified defined benefit pension plan. In 2014, the Company made total lump sum payments to participants in this plan of \$49,338. Based on the total of the lump sum payments made to both Knowles and other participants in the plan during the year, the Company recorded a settlement charge of \$10,279 in 2014.

The Company also maintains post retirement benefit plans which cover approximately 1,163 participants, approximately 1,141 of whom are eligible for medical benefits. These plans are closed to new entrants. The supplemental and post retirement benefit plans are supported by the general assets of the Company.

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Obligations and Funded Status

The following tables summarize the balance sheet impact, including the benefit obligations, assets, and funded status associated with the Company's significant defined benefit and other postretirement plans at December 31, 2015 and 2014.

	Qualified Defined Benefits				Non-Qualified Supplemental Benefits		Post-Retirement Benefits	
	U.S. Plan		Non-U.S. Plans		2015	2014	2015	2014
	2015	2014	2015	2014				
Change in benefit obligation:								
Benefit obligation at beginning of year	\$ 575,576	\$ 519,552	\$ 265,023	\$ 299,284	\$ 137,999	\$ 133,056	\$ 13,943	\$ 14,136
Benefits earned during the year	15,661	13,801	6,613	6,027	3,739	3,320	163	249
Interest cost	23,163	25,204	5,885	8,222	5,063	6,148	512	627
Plan participants' contributions	—	—	1,555	1,732	—	—	417	476
Benefits paid	(51,126)	(17,957)	(8,399)	(5,452)	(12,845)	(13,939)	(1,148)	(1,222)
Actuarial (gain) loss	(33,199)	84,314	(5,018)	40,962	(8,645)	11,088	(785)	(556)
Business dispositions	—	—	(106)	(60,164)	—	(3,137)	—	—
Amendments	—	—	(5,063)	—	—	1,463	(1,049)	—
Settlements and curtailments	(2,942)	(49,338)	(2,753)	(390)	—	—	(1,168)	—
Currency translation and other	534	—	(11,751)	(25,198)	—	—	—	233
Benefit obligation at end of year	<u>527,667</u>	<u>575,576</u>	<u>245,986</u>	<u>265,023</u>	<u>125,311</u>	<u>137,999</u>	<u>10,885</u>	<u>13,943</u>
Change in plan assets:								
Fair value of plan assets at beginning of year	601,376	595,143	163,510	203,681	—	—	—	—
Actual return on plan assets	2,567	73,528	2,369	14,868	—	—	—	—
Company contributions	—	—	8,366	9,547	12,845	13,939	731	746
Plan participants' contributions	—	—	1,555	1,732	—	—	417	476
Benefits paid	(51,126)	(17,957)	(8,399)	(5,452)	(12,845)	(13,939)	(1,148)	(1,222)
Business dispositions	—	—	—	(46,334)	—	—	—	—
Settlements and curtailments	—	(49,338)	(2,753)	(390)	—	—	—	—
Currency translation	—	—	(5,212)	(14,142)	—	—	—	—
Fair value of plan assets at end of year	<u>552,817</u>	<u>601,376</u>	<u>159,436</u>	<u>163,510</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
Funded status	<u>\$ 25,150</u>	<u>\$ 25,800</u>	<u>\$ (86,550)</u>	<u>\$ (101,513)</u>	<u>\$ (125,311)</u>	<u>\$ (137,999)</u>	<u>\$ (10,885)</u>	<u>\$ (13,943)</u>
Amounts recognized in the balance sheets consist of:								
Assets and Liabilities:								
Other assets and deferred charges	\$ 25,150	\$ 25,800	\$ 2,064	\$ 152	\$ —	\$ —	\$ —	\$ —
Accrued compensation and employee benefits	—	—	(1,433)	(1,575)	(27,361)	(21,978)	(921)	(926)
Other liabilities (deferred compensation)	—	—	(87,181)	(100,090)	(97,950)	(116,021)	(9,964)	(13,017)
Total Assets and Liabilities	<u>\$ 25,150</u>	<u>\$ 25,800</u>	<u>\$ (86,550)</u>	<u>\$ (101,513)</u>	<u>\$ (125,311)</u>	<u>\$ (137,999)</u>	<u>\$ (10,885)</u>	<u>\$ (13,943)</u>
Accumulated Other Comprehensive Loss (Earnings):								
Net actuarial losses (gains)	\$ 110,163	\$ 119,919	\$ 59,953	\$ 61,813	\$ (9,678)	\$ (746)	\$ (1,347)	\$ 192
Prior service cost (credit)	2,215	3,388	(4,095)	1,058	24,454	31,381	(999)	(615)
Net asset at transition, other	—	—	(52)	(48)	—	—	—	—
Deferred taxes	(39,333)	(43,158)	(13,569)	(15,312)	(5,173)	(10,725)	762	90
Total Accumulated Other Comprehensive Loss (Earnings), net of tax	<u>73,045</u>	<u>80,149</u>	<u>42,237</u>	<u>47,511</u>	<u>9,603</u>	<u>19,910</u>	<u>(1,584)</u>	<u>(333)</u>
Net amount recognized at December 31,	<u>\$ 98,195</u>	<u>\$ 105,949</u>	<u>\$ (44,313)</u>	<u>\$ (54,002)</u>	<u>\$ (115,708)</u>	<u>\$ (118,089)</u>	<u>\$ (12,469)</u>	<u>\$ (14,276)</u>
Accumulated benefit obligations	<u>\$ 498,899</u>	<u>\$ 537,393</u>	<u>\$ 232,924</u>	<u>\$ 246,814</u>	<u>\$ 114,817</u>	<u>\$ 123,229</u>		

The Company's net unfunded status at December 31, 2015 and 2014 includes net liabilities of \$86,550 and \$101,513, respectively, relating to the Company's significant international plans, some in locations where it is not economically advantageous to pre-fund the plans due to local regulations. The majority of the international obligations relate to defined pension plans operated by the Company's businesses in Germany, the United Kingdom, and Switzerland.

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The accumulated benefit obligation for all defined benefit pension plans was \$846,640 and \$907,436 at December 31, 2015 and 2014, respectively. Pension plans with accumulated benefit obligations in excess of plan assets consist of the following at December 31, 2015 and 2014:

	2015	2014
Projected benefit obligation (PBO)	\$ 333,994	\$ 372,931
Accumulated benefit obligation (ABO)	311,300	342,158
Fair value of plan assets	120,069	133,930

Net Periodic Benefit Cost

Components of the net periodic benefit cost were as follows:

Defined Benefit Plans

	Qualified Defined Benefits						Non-Qualified Supplemental Benefits		
	U.S. Plan			Non-U.S. Plans ⁽¹⁾					
	2015	2014	2013	2015	2014	2013	2015	2014	2013
Service cost	\$ 15,661	\$ 13,801	\$ 17,123	\$ 6,613	\$ 6,027	\$ 6,043	\$ 3,739	\$ 3,320	\$ 5,634
Interest cost	23,163	25,204	24,801	5,885	8,222	9,081	5,063	6,148	6,741
Expected return on plan assets	(41,571)	(41,594)	(40,194)	(7,990)	(8,498)	(9,608)	—	—	—
Amortization of:									
Prior service cost	897	1,083	1,026	89	107	114	6,927	7,775	8,110
Recognized actuarial loss (gain)	12,620	8,289	17,654	2,647	903	1,492	286	(428)	(16)
Transition obligation	—	—	—	4	4	(14)	—	—	—
Settlement & curtailment loss (gain) ⁽²⁾	810	10,279	187	(184)	(45)	697	—	—	(4,411)
Other	—	—	501	—	6	5	—	—	13
Total net periodic benefit cost	<u>\$ 11,580</u>	<u>\$ 17,062</u>	<u>\$ 21,098</u>	<u>\$ 7,064</u>	<u>\$ 6,726</u>	<u>\$ 7,810</u>	<u>\$ 16,015</u>	<u>\$ 16,815</u>	<u>\$ 16,071</u>

- (1) Net periodic benefit cost for non-U.S. plans includes \$55, and \$1,220 of expense for the years ended December 31, 2014 and 2013, respectively, relating to plans sponsored by Knowles that were distributed as part of the separation on February 28, 2014.
- (2) One-time charges of \$810 reflected in U.S. Plan pension expense for 2015 represents curtailments, special termination benefits, and settlements for certain businesses sold during the year; therefore, this amount has been reflected in the results of discontinued operations. \$6,675 of the 2014 settlement loss on the U.S. Plan is attributable to Knowles participants in the Dover Defined Benefit Plan and has therefore, been reflected in the results of discontinued operations. The remaining \$3,604 of this settlement loss has been reflected in the results of continuing operations. The curtailment gain of \$4,411 was recognized in continuing operations in 2013 in connection with the freeze of the non-qualified supplemental benefit plan.

Post-Retirement Benefits

	2015	2014	2013
Service cost	\$ 163	\$ 249	\$ 234
Interest cost	512	627	523
Amortization of:			
Prior service credit	(372)	(409)	(416)
Recognized actuarial (gain) loss	(30)	54	134
Other ⁽³⁾	(679)	233	77
Total net periodic (benefit) cost	<u>\$ (406)</u>	<u>\$ 754</u>	<u>\$ 552</u>

- (3) One-time benefit of \$679 relates to the shutdown of certain plant locations, as well as changes to future benefits for certain retirees.

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Amounts expected to be amortized from Accumulated Other Comprehensive Earnings (Loss) into net periodic benefit cost during 2016 are as follows:

	Qualified Defined Benefits		Non-Qualified Supplemental Benefits	Post-Retirement Benefits
	U.S. Plan	Non-U.S. Plans		
Amortization of:				
Prior service cost (credit)	\$ 733	\$ (400)	\$ 6,266	\$ (143)
Recognized actuarial loss (gain)	6,437	2,673	(560)	(236)
Transition obligation	—	4	—	—
Total	\$ 7,170	\$ 2,277	\$ 5,706	\$ (379)

Assumptions

The Company determines actuarial assumptions on an annual basis.

The weighted-average assumptions used in determining the benefit obligations were as follows:

	Qualified Defined Benefits				Non-Qualified Supplemental Benefits		Post-Retirement Benefits	
	U.S. Plan		Non-U.S. Plans					
	2015	2014	2015	2014	2015	2014	2015	2014
Discount rate	4.40%	4.05%	2.32%	2.31%	3.90%	3.96%	4.00%	3.75%
Average wage increase	4.00%	4.00%	2.25%	2.50%	4.50%	4.50%	na	na
Ultimate medical trend rate	na	na	na	na	na	na	5.00%	5.00%

The weighted average assumptions used in determining the net periodic cost were as follows:

	Qualified Defined Benefits						Non-Qualified Supplemental Benefits			Post-Retirement Benefits		
	U.S. Plan			Non-U.S. Plans								
	2015	2014	2013	2015	2014	2013	2015	2014	2013	2015	2014	2013
Discount rate	4.05%	4.90%	4.05%	2.31%	3.53%	3.31%	3.96%	4.77%	4.02%	3.75%	4.45%	3.65%
Average wage increase	4.00%	4.00%	4.00%	2.50%	2.86%	2.74%	4.50%	4.50%	4.50%	na	na	na
Expected return on plan assets	7.75%	7.75%	7.75%	4.85%	5.35%	5.32%	na	na	na	na	na	na

The Company's discount rate assumption is determined by developing a yield curve based on high quality corporate bonds with maturities matching the plans' expected benefit payment streams. The plans' expected cash flows are then discounted by the resulting year-by-year spot rates.

For post-retirement benefit measurement purposes, an 8.0% annual rate of increase in the per capita cost of covered benefits (i.e., health care cost trend rates) was assumed for 2016. The rate was assumed to decrease gradually to 5.0% by the year 2027 and remain at that level thereafter. The health care cost trend rate assumption can have an effect on the amounts reported. For example, increasing (decreasing) the assumed health care cost trend rates by one percentage point in each year would increase (decrease) the accumulated post-retirement benefit obligation as of December 31, 2015 by \$192 and \$(175), respectively, and would have a negligible impact on the net post-retirement benefit cost for 2015.

Plan Assets

The primary financial objective of the plans is to secure participant retirement benefits. Accordingly, the key objective in the plans' financial management is to promote stability and, to the extent appropriate, growth in the funded status. Related and supporting financial objectives are established in conjunction with a review of current and projected plan financial requirements.

As it relates to the funded defined benefit pension plans, the Company's funding policy is consistent with the funding requirements of the Employment Retirement Income Security Act ("ERISA") and applicable international laws. The Company is responsible for overseeing the management of the investments of the plans' assets and otherwise ensuring that the plans' investment programs

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are in compliance with ERISA, other relevant legislation, and related plan documents. Where relevant, the Company has retained professional investment managers to manage the plans' assets and implement the investment process. The investment managers, in implementing their investment processes, have the authority and responsibility to select appropriate investments in the asset classes specified by the terms of their applicable prospectus or investment manager agreements with the plans.

The assets of the plans are invested to achieve an appropriate return for the plans consistent with a prudent level of risk. The asset return objective is to achieve, as a minimum over time, the passively managed return earned by market index funds, weighted in the proportions outlined by the asset class exposures identified in the plans' strategic allocation. The expected return on assets assumption used for pension expense is developed through analysis of historical market returns, statistical analysis, current market conditions, and the past experience of plan asset investments. Overall, it is projected that the investment of plan assets within Dover's U.S. defined benefit plan will achieve a 7.75% net return over time from the asset allocation strategy.

The Company's actual and target weighted-average asset allocation for our U.S. Corporate Pension Plan was as follows:

	2015	2014	Current Target
Equity securities	57%	55%	58%
Fixed income	33%	36%	35%
Real estate and other	10%	9%	7%
Total	100%	100%	100%

While the non-U.S. investment policies are different for each country, the long-term objectives are generally the same as for the U.S. pension assets. The Company's non-U.S. plans were expected to achieve rates of return on invested assets of 4.85% in 2015, 5.35% in 2014, and 5.32% in 2013.

The fair values of both U.S. and non-U.S. pension plan assets by asset category within the fair value hierarchy (as defined in Note 10 Financial Instruments) are as follows at December 31, 2015 and 2014:

	U.S. Plan					
	December 31, 2015			December 31, 2014		
	Level 1	Level 2	Total Fair Value	Level 1	Level 2	Total Fair Value
Asset category:						
Common stocks:						
U.S. companies	\$ 150,821	\$ —	\$ 150,821	\$ 164,006	\$ —	\$ 164,006
Non-U.S. companies	6,975	—	6,975	3,874	—	3,874
Fixed income investments:						
Corporate bonds	—	55,509	55,509	—	63,878	63,878
Private placements	—	4,455	4,455	—	6,865	6,865
Government securities	47,426	74,953	122,379	48,370	98,998	147,368
Common stock funds:						
Mutual funds	39,159	—	39,159	44,610	—	44,610
Collective trusts	—	118,299	118,299	—	119,312	119,312
Real estate funds	—	42,391	42,391	—	37,145	37,145
Cash and equivalents	12,829	—	12,829	14,318	—	14,318
	<u>\$ 257,210</u>	<u>\$ 295,607</u>	<u>\$ 552,817</u>	<u>\$ 275,178</u>	<u>\$ 326,198</u>	<u>\$ 601,376</u>

The Company had no level 3 U.S. Plan assets at December 31, 2015 and 2014.

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	Non-U.S. Plans							
	December 31, 2015				December 31, 2014			
	Level 1	Level 2	Level 3	Total Fair Value	Level 1	Level 2	Level 3	Total Fair Value
Asset category:								
Common stocks	\$ 23,113	\$ —	\$ —	\$ 23,113	\$ 40,960	\$ —	\$ —	\$ 40,960
Fixed income investments	—	48,523	—	48,523	—	59,791	—	59,791
Common stock funds	—	45,058	—	45,058	—	43,821	—	43,821
Collective funds	—	23,978	—	23,978	—	—	—	—
Real estate funds	—	—	8,904	8,904	—	—	9,976	9,976
Cash and equivalents	829	—	—	829	1,531	—	—	1,531
Other	—	9,031	—	9,031	—	7,431	—	7,431
	<u>\$ 23,942</u>	<u>\$ 126,590</u>	<u>\$ 8,904</u>	<u>\$ 159,436</u>	<u>\$ 42,491</u>	<u>\$ 111,043</u>	<u>\$ 9,976</u>	<u>\$ 163,510</u>

Common stocks represent investments in domestic and foreign equities which are publicly traded on active exchanges and are valued based on quoted market prices.

Fixed income investments include U.S. treasury bonds and notes, which are valued based on quoted market prices, as well as investments in other government and municipal securities and corporate bonds, which are valued based on yields currently available on comparable securities of issuers with similar credit ratings.

Common stock funds consist of mutual funds and collective trusts. Mutual funds are valued by obtaining quoted prices from nationally recognized securities exchanges. Collective trusts are valued using Net Asset Value (the "NAV") as of the last business day of the year. The NAV is based on the underlying value of the assets owned by the fund minus its liabilities, and then divided by the number of shares outstanding. The value of the underlying assets is based on quoted prices in active markets.

The real estate funds are valued on an annual basis using third-party appraisals, with adjustments estimated on a quarterly basis using discounted cash flow models which consider such inputs as revenue and expense growth rates, terminal capitalization rates, and discount rates. The Company believes this is an appropriate methodology to obtain the fair value of these assets.

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Company believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The fair value measurement of plan assets using significant unobservable inputs (Level 3) changed during 2014 and 2015 due to the following:

	Real estate funds
Balance at December 31, 2013	\$ 14,937
Actual return on plan assets:	
Relating to assets still held at December 31, 2014	(4,527)
Business dispositions	(362)
Sales	(72)
Balance at December 31, 2014	9,976
Actual return on plan assets:	
Relating to assets still held at December 31, 2015	116
Purchases	5,629
Sales	(6,817)
Balance at December 31, 2015	<u>\$ 8,904</u>

There were no significant transfers between Level 1 and Level 2 investments during 2015 or 2014.

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Future Estimates

Benefit Payments

Estimated future benefit payments to retirees, which reflect expected future service, are as follows:

	Qualified Defined Benefits		Non-Qualified Supplemental Benefits	Post-Retirement Benefits
	U.S. Plan	Non-U.S. Plans		
2016	\$ 33,053	\$ 6,392	\$ 27,949	\$ 939
2017	34,776	6,546	12,358	915
2018	37,162	6,836	11,656	891
2019	37,574	6,959	13,596	852
2020	40,574	7,176	11,728	829
2021 - 2025	206,540	42,376	66,083	3,708

Contributions

In 2016, the Company expects to contribute approximately \$6.3 million to its non-U.S. plans and currently does not expect to contribute to its U.S. plans. In 2016, the Company expects to fund benefit payments of approximately \$27.9 million to plan participants of its unfunded, non-qualified, supplemental benefit plans.

Multiemployer Pension Plans

The Company, through its subsidiaries, participates in a few multiemployer pension plans covering approximately 100 employees working under U.S. collective bargaining agreements. None of these plans are considered individually significant to the Company. Contributions to multiemployer plans totaled less than \$2.0 million in each of the last three years.

15. Other Comprehensive Earnings

The amounts recognized in other comprehensive earnings were as follows:

Year Ended December 31, 2015	Pre-tax	Tax	Net of tax
Foreign currency translation adjustments	\$ (108,748)	\$ (11,646)	\$ (120,394)
Pension and other postretirement benefit plans	35,727	(11,791)	23,936
Changes in fair value of cash flow hedges	(671)	235	(436)
Other	1,423	(171)	1,252
Total other comprehensive loss	\$ (72,269)	\$ (23,373)	\$ (95,642)

Year Ended December 31, 2014	Pre-tax	Tax	Net of tax
Foreign currency translation adjustments	\$ (131,420)	\$ (19,523)	\$ (150,943)
Pension and other postretirement benefit plans	(70,705)	20,994	(49,711)
Changes in fair value of cash flow hedges	(375)	131	(244)
Other	1,067	(128)	939
Total other comprehensive (loss) earnings	\$ (201,433)	\$ 1,474	\$ (199,959)

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Year Ended December 31, 2013	Pre-tax	Tax	Net of tax
Foreign currency translation adjustments	\$ 2,242	\$ 2,494	\$ 4,736
Pension and other postretirement benefit plans	182,092	(63,585)	118,507
Changes in fair value of cash flow hedges	(75)	26	(49)
Other	(642)	77	(565)
Total other comprehensive (loss) earnings	\$ 183,617	\$ (60,988)	\$ 122,629

The components of accumulated other comprehensive earnings (loss) are as follows:

	December 31, 2015	December 31, 2014
Cumulative foreign currency translation adjustments	\$ (135,278)	\$ (14,884)
Pension and other postretirement benefit plans	(123,301)	(147,237)
Changes in fair value of cash flow hedges	4,006	3,190
	\$ (254,573)	\$ (158,931)

Total comprehensive earnings were as follows:

	Years Ended December 31,		
	2015	2014	2013
Net earnings	\$ 869,829	\$ 775,235	\$ 1,003,129
Other comprehensive (loss) earnings	(95,642)	(199,959)	122,629
Comprehensive earnings	\$ 774,187	\$ 575,276	\$ 1,125,758

Amounts reclassified from accumulated other comprehensive earnings (loss) to earnings (loss) during the year ended December 31, 2015, 2014 and 2013 were as follows:

	Years Ended December 31,		
	2015	2014	2013
Pension & postretirement benefit plans:			
Amortization of actuarial losses	\$ 15,527	\$ 8,822	\$ 19,250
Amortization of prior service costs	7,541	8,556	8,834
Total before tax	23,068	17,378	28,084
Tax expense	(7,768)	(5,969)	(9,809)
Net of tax	\$ 15,300	\$ 11,409	\$ 18,275
Cash flow hedges:			
Net gains reclassified into earnings	\$ (166)	\$ (164)	\$ (130)
Tax benefit	58	57	46
Net of tax	\$ (108)	\$ (107)	\$ (84)

The Company recognizes net periodic pension cost, which includes amortization of net actuarial losses and prior service costs, in both selling & administrative expenses and cost of goods and services, depending on the functional area of the underlying employees included in the plans.

Cash flow hedges consist mainly of foreign currency forward and commodity contracts. The Company recognizes the realized gains and losses on its cash flow hedges in the same line item as the hedged transaction, such as revenue, cost of goods and services, or selling & administrative expenses.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Amounts in thousands except share data and where otherwise indicated)

16. Segment Information

The Company's businesses are aligned around its key end markets to better focus on growth strategies and provide increased opportunities to leverage Dover's scale and capitalize on productivity initiatives. Operating segments are defined as the components of an enterprise with separate financial information available which is regularly evaluated by the entity's chief operating decision maker, or decision-making group, in making resource allocation decisions. Based on this guidance, the Company has four operating segments which are also its reportable segments as follows:

- The Energy segment, serving the Drilling & Production, Bearings & Compression, and Automation end markets, is a provider of customer-driven solutions and services for safe and efficient production and processing of fuels worldwide and has a strong presence in the bearings and compression components and automation markets.
- The Engineered Systems segment is comprised of two platforms, Printing & Identification and Industrials, and is focused on the design, manufacture and service of critical equipment and components serving the fast-moving consumer goods, digital textile printing, vehicle service, environmental solutions and industrials end markets.
- The Fluids segment, serving the Fluid Transfer and Pumps end markets, is focused on the safe handling of critical fluids across the retail fueling, chemical, hygienic, oil and gas and industrial end markets.
- The Refrigeration & Food Equipment segment is a provider of innovative and energy efficient equipment and systems serving the commercial refrigeration and food service end markets.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Amounts in thousands except share data and where otherwise indicated)

Segment financial information and a reconciliation of segment results to consolidated results follows:

	Years Ended December 31,		
	2015	2014	2013
Revenue:			
Energy	\$ 1,483,680	\$ 2,017,239	\$ 1,853,853
Engineered Systems	2,342,913	2,385,965	2,177,970
Fluids	1,399,273	1,430,566	1,236,838
Refrigeration & Food Equipment	1,731,430	1,921,189	1,887,840
Intra-segment eliminations	(985)	(2,231)	(1,405)
Total consolidated revenue	<u>\$ 6,956,311</u>	<u>\$ 7,752,728</u>	<u>\$ 7,155,096</u>
Earnings from continuing operations:			
Segment earnings:			
Energy	\$ 173,190	\$ 461,815	\$ 459,649
Engineered Systems	376,961	386,998	347,497
Fluids	262,117	251,639	224,523
Refrigeration & Food Equipment	221,299	238,734	267,307
Total segments	<u>1,033,567</u>	<u>1,339,186</u>	<u>1,298,976</u>
Corporate expense / other ⁽¹⁾	105,700	117,800	132,336
Net interest expense	<u>127,257</u>	<u>127,179</u>	<u>120,654</u>
Earnings before provision for income taxes and discontinued operations	800,610	1,094,207	1,045,986
Provision for taxes	<u>204,729</u>	<u>316,067</u>	<u>248,459</u>
Earnings from continuing operations	<u>\$ 595,881</u>	<u>\$ 778,140</u>	<u>\$ 797,527</u>
Operating margins:			
Energy	11.7%	22.9%	24.8%
Engineered Systems	16.1%	16.2%	16.0%
Fluids	18.7%	17.6%	18.2%
Refrigeration & Food Equipment	12.8%	12.4%	14.2%
Total Segments	14.9%	17.3%	18.2%
Earnings from continuing operations	8.6%	10.0%	11.1%
Depreciation and amortization:			
Energy	\$ 141,779	\$ 111,956	\$ 99,075
Engineered Systems	59,914	61,946	59,058
Fluids	56,078	60,903	48,812
Refrigeration & Food Equipment	66,074	68,701	67,228
Corporate	3,244	3,682	3,860
Consolidated total	<u>\$ 327,089</u>	<u>\$ 307,188</u>	<u>\$ 278,033</u>
Capital expenditures:			
Energy	\$ 33,692	\$ 66,998	\$ 60,756
Engineered Systems	37,109	29,749	29,145
Fluids	45,605	34,319	21,868
Refrigeration & Food Equipment	33,511	33,510	27,173
Corporate	4,334	1,457	2,752
Consolidated total	<u>\$ 154,251</u>	<u>\$ 166,033</u>	<u>\$ 141,694</u>

(1) Certain expenses are maintained at the corporate level and not allocated to the segments. These expenses include executive and functional compensation costs, non-service pension costs, non-operating insurance expenses, and various administrative expenses relating to the corporate headquarters.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Amounts in thousands except share data and where otherwise indicated)

Selected financial information by market segment (continued):

Total assets at December 31:	2015	2014
Energy	\$ 2,369,600	\$ 2,640,731
Engineered Systems	2,741,594	2,346,148
Fluids	1,529,333	1,421,717
Refrigeration & Food Equipment	1,482,315	1,478,433
Corporate ⁽²⁾	496,921	816,091
Total assets - continuing operations	8,619,763	8,703,120
Assets from discontinued operations	—	327,171
Consolidated total	<u>\$ 8,619,763</u>	<u>\$ 9,030,291</u>

(2) Corporate assets are principally cash and cash equivalents. Also included in corporate assets is an asset of \$25,150 and \$25,800 in 2015 and 2014, respectively, that represents the overfunded plan status of the U.S. defined benefit plan. Refer to Note 14 Employee Benefit Plans for additional information.

	Revenue			Long-Lived Assets	
	Years Ended December 31,			At December 31,	
	2015	2014	2013	2015	2014
United States	\$ 4,270,061	\$ 4,617,813	\$ 4,202,434	\$ 622,892	\$ 599,688
Europe	1,059,413	1,251,625	1,112,279	150,950	136,599
Other Americas	637,533	794,966	803,741	32,137	39,971
Asia	626,761	686,511	607,873	38,826	42,775
Other	362,543	401,813	428,769	9,464	18,036
Consolidated total	<u>\$ 6,956,311</u>	<u>\$ 7,752,728</u>	<u>\$ 7,155,096</u>	<u>\$ 854,269</u>	<u>\$ 837,069</u>

Revenue is attributed to regions based on the location of the Company's customer, which in some instances is an intermediary and not necessarily the end user. Long-lived assets are comprised of net property, plant and equipment. The Company's businesses are based primarily in the United States of America, Europe, and Asia. The Company's businesses serve thousands of customers, none of which accounted for more than 10% of consolidated revenue.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Amounts in thousands except share data and where otherwise indicated)

17. Earnings per Share

The following table sets forth a reconciliation of the information used in computing basic and diluted earnings per share:

	Years Ended December 31,		
	2015	2014	2013
Earnings from continuing operations	\$ 595,881	\$ 778,140	\$ 797,527
Earnings (loss) from discontinued operations, net	273,948	(2,905)	205,602
Net earnings	<u>\$ 869,829</u>	<u>\$ 775,235</u>	<u>\$ 1,003,129</u>
Basic earnings per common share:			
Earnings from continuing operations	\$ 3.78	\$ 4.67	\$ 4.66
Earnings (loss) from discontinued operations, net	\$ 1.74	\$ (0.02)	\$ 1.20
Net earnings	\$ 5.52	\$ 4.65	\$ 5.86
Weighted average shares outstanding	<u>157,619,000</u>	<u>166,692,000</u>	<u>171,271,000</u>
Diluted earnings per common share:			
Earnings from continuing operations	\$ 3.74	\$ 4.61	\$ 4.60
Earnings (loss) from discontinued operations, net	\$ 1.72	\$ (0.02)	\$ 1.18
Net earnings	\$ 5.46	\$ 4.59	\$ 5.78
Weighted average shares outstanding	<u>159,172,000</u>	<u>168,842,000</u>	<u>173,547,000</u>

The following table is a reconciliation of the share amounts used in computing earnings per share:

	Years Ended December 31,		
	2015	2014	2013
Weighted average shares outstanding - Basic	157,619,000	166,692,000	171,271,000
Dilutive effect of assumed exercise of employee stock options and SARs and vesting of performance shares and restricted shares	1,553,000	2,150,000	2,276,000
Weighted average shares outstanding - Diluted	<u>159,172,000</u>	<u>168,842,000</u>	<u>173,547,000</u>

Diluted per share amounts are computed using the weighted-average number of common shares and, if dilutive, potential common shares outstanding during the period. Potential common shares consist of the incremental common shares issuable upon the exercise of stock options and SARs, and vesting of performance shares and restricted shares, as determined using the treasury stock method. For the years ended December 31, 2015 and 2014 the weighted average number of anti-dilutive potential common shares excluded from the calculation above totaled 25,313 and 38,789, respectively. There were no anti-dilutive potential common shares excluded from the above calculation for the year ended December 31, 2013.

18. Stockholders' Equity

The Company has the authority to issue up to 100,000 shares of \$100 par preferred stock and up to 500,000,000 shares of \$1.00 par common stock. None of the preferred stock has been issued. As of December 31, 2015 and 2014, 256,112,943 and 255,892,502 shares of common stock were issued, and the Company had 101,109,186 and 92,880,644 treasury shares, held at cost, respectively.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Amounts in thousands except share data and where otherwise indicated)

Share Repurchases

Share repurchases were as follows:

	Years Ended December 31,		
	2015	2014	2013
Shares repurchased in the open market	8,228,542	7,467,228	6,005,880
Shares repurchased from holders of employee stock options	—	—	5,951
Total shares repurchased	8,228,542	7,467,228	6,011,831
Average price paid per share	\$ 72.94	\$ 80.50	\$ 76.16

In January 2015, the Board of Directors approved a new standing share repurchase authorization, whereby the Company may repurchase up to 15,000,000 shares of its common stock over the following three years. This plan replaced all previously authorized repurchase programs. During the year ended December 31, 2015, the Company purchased 8,228,542 shares of its common stock under this authorization at a total cost of \$600,164, or \$72.94 per share. As of December 31, 2015, the number of shares still available for repurchase under the January 2015 share repurchase authorization was 6,771,458.

In May 2012, the Board of Directors renewed its standing authorization of the Company's share repurchase program, on terms consistent with its prior five-year authorization which expired at that time. This renewal authorized the repurchase of up to 10,000,000 shares of the Company's common stock during the five-year period ending May 2017. The Company repurchased 3,870,248 shares under this authorization during 2014 at a total cost of \$308,512, or \$79.71 per share.

In November 2012, the Board of Directors approved a \$1.0 billion share repurchase program authorizing repurchases of the Company's common shares over the following 12 to 18 months. The Company repurchased 6,005,880 shares under this program during 2013 for a total cost of \$457,408. In addition, in 2013 the Company repurchased 5,951 shares from employees for a total cost of \$463. In 2014, the Company completed this share repurchase program through an accelerated share repurchase transaction, whereby Dover paid \$292,565 on March 10, 2014 to receive a variable number of shares on incremental dates through March 31, 2014. The Company repurchased 3,596,980 shares under this transaction for an average share price of \$81.06.

Treasury shares increased to 101,109,186 at December 31, 2015 from a balance of 92,880,644 at December 31, 2014.

19. Quarterly Data (Unaudited)

Quarter	Continuing Operations					Net Earnings		
	Revenue	Gross Profit	Earnings	Per Share - Basic	Per Share - Diluted	Net Earnings	Per Share - Basic	Per Share - Diluted
2015								
First	\$ 1,715,501	\$ 627,159	\$ 117,190	\$ 0.72	\$ 0.72	\$ 209,510	\$ 1.30	\$ 1.28
Second	1,758,628	654,568	155,634	0.98	0.97	332,396	2.10	2.07
Third	1,787,582	672,608	186,483	1.20	1.19	186,098	1.20	1.19
Fourth	1,694,600	613,809	136,574	0.88	0.87	141,825	0.92	0.91
	<u>\$ 6,956,311</u>	<u>\$ 2,568,144</u>	<u>\$ 595,881</u>	<u>\$ 3.78</u>	<u>\$ 3.74</u>	<u>\$ 869,829</u>	<u>\$ 5.52</u>	<u>\$ 5.46</u>
2014								
First	\$ 1,802,570	\$ 707,859	\$ 170,041	\$ 1.00	\$ 0.99	\$ 160,138	\$ 0.94	\$ 0.93
Second	1,962,636	768,100	210,581	1.26	1.25	213,959	1.29	1.27
Third	2,009,575	774,422	225,683	1.36	1.34	231,844	1.40	1.38
Fourth	1,977,947	723,868	171,835	1.04	1.03	169,294	1.03	1.02
	<u>\$ 7,752,728</u>	<u>\$ 2,974,249</u>	<u>\$ 778,140</u>	<u>\$ 4.67</u>	<u>\$ 4.61</u>	<u>\$ 775,235</u>	<u>\$ 4.65</u>	<u>\$ 4.59</u>

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Amounts in thousands except share data and where otherwise indicated)

20. Subsequent Events

Acquisitions

On January 7, 2016 we acquired the dispenser and system businesses of Tokheim Group S.A.S. ("Tokheim") for a purchase price of approximately €411.3 million, or \$448.7 million. Of the total purchase price, €290.0 million, or approximately \$316.4 million, was funded through incremental borrowings of commercial paper with the remainder funded through available cash on hand. Tokheim will be integrated within the Fluids segment, and will enable the segment to provide the most complete solutions available for retail fueling customers.

SCHEDULE II
VALUATION AND QUALIFYING ACCOUNTS
Years Ended December 31, 2015, 2014 and 2013
(In thousands)

Allowance for Doubtful Accounts	Balance at Beginning of Year	Charged to Cost and Expense (A)	Accounts Written Off	Other	Balance at End of Year
Year Ended December 31, 2015					
Allowance for Doubtful Accounts	\$ 18,894	5,946	(5,665)	(1,125)	\$ 18,050
Year Ended December 31, 2014					
Allowance for Doubtful Accounts	\$ 17,203	4,730	(3,524)	485	\$ 18,894
Year Ended December 31, 2013					
Allowance for Doubtful Accounts	\$ 17,005	5,869	(5,427)	(244)	\$ 17,203
(A) Net of recoveries on previously reserved or written-off balances.					

Deferred Tax Valuation Allowance	Balance at Beginning of Year	Additions	Reductions	Other	Balance at End of Year
Year Ended December 31, 2015					
Deferred Tax Valuation Allowance	\$ 141,252	30,113	—	—	\$ 171,365
Year Ended December 31, 2014					
Deferred Tax Valuation Allowance	\$ 14,063	133,431	(6,242)	—	\$ 141,252
Year Ended December 31, 2013					
Deferred Tax Valuation Allowance	\$ 17,275	—	(3,212)	—	\$ 14,063

LIFO Reserve	Balance at Beginning of Year	Charged to Cost and Expense	Reductions	Other	Balance at End of Year
Year Ended December 31, 2015					
LIFO Reserve	\$ 50,769	221	(15,155)	—	\$ 35,835
Year Ended December 31, 2014					
LIFO Reserve	\$ 50,705	4,166	(4,102)	—	\$ 50,769
Year Ended December 31, 2013					
LIFO Reserve	\$ 53,374	—	(2,669)	—	\$ 50,705

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Based on an evaluation under the supervision and with the participation of the Company's management, the Company's Chief Executive Officer and Chief Financial Officer have concluded that the Company's disclosure controls and procedures as defined in Rule 13a-15(e) under the Exchange Act were effective as of December 31, 2015 to ensure that information required to be disclosed by the Company in reports that it files or submits under the Exchange Act is (i) recorded, processed, summarized, and reported within the time periods specified in the Securities and Exchange Commission rules and forms, and (ii) accumulated and communicated to the Company's management, including its Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

Changes in Internal Controls

During the fourth quarter of 2015, there were no changes in the Company's internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

Inherent Limitations Over Internal Controls

The Company's internal control over financial reporting is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. The Company's internal control over financial reporting includes those policies and procedures that:

- (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the Company's assets;
- (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that the Company's receipts and expenditures are being made only in accordance with authorizations of the Company's management and directors; and
- (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the Company's assets that could have a material effect on the financial statements.

Management's report on the effectiveness of the Company's internal control over financial reporting is included in Item 8 of this Form 10-K. Management, including the Company's Chief Executive Officer and Chief Financial Officer, does not expect that the Company's internal controls will prevent or detect all errors and all fraud. A control system, no matter how well designed and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of internal controls can provide absolute assurance that all control issues and instances of fraud, if any, have been detected. Also, any evaluation of the effectiveness of controls in future periods is subject to the risk that those internal controls may become inadequate because of changes in business conditions, or that the degree of compliance with the policies or procedures may deteriorate.

ITEM 9B. OTHER INFORMATION

In the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2015, the Company included disclosures pursuant to Section 13(r) of the Securities Exchange Act of 1934, as amended, under Item 5 "Other Information". Such disclosures are incorporated herein by reference.

PART III

ITEM 10. DIRECTORS AND EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

The information with respect to the directors and the board committees of the Company required to be included pursuant to this Item 10 will be included in the 2016 Proxy Statement that will be filed with the Securities and Exchange Commission pursuant to Rule 14a-6 under the Exchange Act in accordance with applicable SEC deadlines, and is incorporated in this Item 10 by reference.

As set forth below is a list of the members of our Board of Directors as of February 16, 2016.

Robert W. Cremin^{2,3}
Retired President & Chief Executive Officer, Esterline Technologies Corporation

Jean-Pierre M. Ergas³
Managing Partner, Ergas Ventures, LLC

Peter T. Francis²
Managing Member, Mukilteo Investment Management Company

Kristiane C. Graham^{2,3}
Private Investor

Michael F. Johnston^{2,3}
Retired Chief Executive Officer, Visteon Corporation

Robert A. Livingston
President & Chief Executive Officer, Dover Corporation

Richard K. Lochridge²
Retired President, Lochridge & Company, Inc.

Bernard G. Rethore¹
Chairman of the Board, Emeritus of Flowserve Corporation

Michael B. Stubbs¹
Managing Member of S.O.G. Investors, LLC

Stephen M. Todd¹
Former Global Vice Chairman, Assurance Professional Practice of Ernst & Young Global Limited

Stephen K. Wagner^{1,3}
Former Senior Advisor, Center for Corporate Governance, Deloitte & Touche LLP

Keith E. Wandell¹
Retired President and Chief Executive Officer, Harley-Davidson, Inc.

Mary A. Winston¹
Former Executive Vice President & Chief Financial Officer, Family Dollar Stores, Inc.

¹ Members of Audit Committee

² Members of Compensation Committee

³ Members of Governance & Nominating Committee

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The information with respect to the executive officers of the Company required to be included pursuant to this Item 10 is included under the caption "Executive Officers of the Registrant" in Part I of this Form 10-K and is incorporated in this Item 10 by reference.

The information with respect to Section 16(a) reporting compliance required to be included in this Item 10 will be included in our 2016 Proxy Statement and is incorporated in this Item 10 by reference.

The Company has adopted a code of ethics that applies to its chief executive officer and senior financial officers. A copy of this code of ethics can be found on our website at www.dovercorporation.com. In the event of any amendment to, or waiver from, the code of ethics, we will publicly disclose the amendment or waiver by posting the information on our website.

ITEM 11. EXECUTIVE COMPENSATION

The information with respect to executive compensation and the compensation committee required to be included pursuant to this Item 11 will be included in our 2016 Proxy Statement and is incorporated in this Item 11 by reference.

ITEM 12. SECURITY OWNERSHIP BY CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED SHAREHOLDER MATTERS

The information regarding security ownership of certain beneficial owners and management that is required to be included pursuant to this Item 12 will be included in our 2016 Proxy Statement and is incorporated in this Item 12 by reference.

Equity Compensation Plans

The Equity Compensation Plan Table below presents information regarding our equity compensation plans at December 31, 2015:

Plan Category	(a) Number of Securities to be Issued Upon Exercise of Outstanding Options, Warrants and Rights (1)	(b) Weighted-Average Exercise Price of Outstanding Options, Warrants and Rights	(c) Number of Securities Remaining Available for Future Issuance Under Equity Compensation Plans (Excluding Securities Reflected in Column (a)) (2)
Equity compensation plans approved by stockholders	8,223,809	\$ 57.32	12,350,103
Equity compensation plans not approved by stockholders	—	—	—
Total	8,223,809	\$ 57.32	12,350,103

(1) Column (a) includes shares issuable pursuant to outstanding restricted stock and performance share awards under the Company's 2012 Equity and Cash Incentive Plan (the "2012 Plan") and the 2005 Equity and Cash Incentive Plan. Performance shares are subject to satisfaction of the applicable performance criteria over a three-year performance period. Restricted stock and performance share awards are not reflected in the weighted exercise price in column (b) as these awards do not have an exercise price.

(2) Column (c) consists of shares available for future issuance under the Company's 2012 Equity and Cash Incentive Plan (the "2012 Plan"). Under the 2012 Plan, the Company may grant options, SARs, restricted stock or restricted stock units, performance share awards, director shares, or deferred stock units. Under the 2012 Plan, the number of shares available for issuance will be reduced (i) by one share for each share issued pursuant to options or SARs and (ii) by three shares for each share of stock issued pursuant to restricted stock, restricted stock unit, performance share, director share, or deferred stock unit awards.

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As of December 31, 2015, equity securities have been authorized for issuance to employees and/or non-employee directors under the 2012 Plan and its predecessor plan, the 2005 Plan. Although the 2005 Plan has expired and no further awards may be granted under the Plan, there remain outstanding options, stock-settled appreciation rights, and performance share awards under the 2005 Plan, which are reflected in Column (a) of the table.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS AND DIRECTOR INDEPENDENCE

The information with respect to any director independence, related party transaction policies, and any reportable transaction, business relationship, or indebtedness between the Company and the beneficial owners of more than 5% of the Common Stock, the directors or nominees for director of the Company, the executive officers of the Company, or the members of the immediate families of such individuals that are required to be included pursuant to this Item 13 is included in the 2016 Proxy Statement and is incorporated in this Item 13 by reference.

ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

The information with respect to the Company's relationship with its independent registered public accounting firm and fees paid thereto required to be included pursuant to this Item 14 is included in the 2016 Proxy Statement and is incorporated in this Item 14 by reference.

The information with respect to audit committee pre-approval policies and procedures required to be included pursuant to this Item 14 is included in the 2016 Proxy Statement and is incorporated in this Item 14 by reference.

PART IV

ITEM 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES

- a) The following documents are filed as part of this report:
- (1) Financial Statements. The financial statements are set forth under "Item 8. Financial Statements and Supplementary Data" of this Form 10-K.
 - (2) Schedules. The following financial statement schedule is set forth under "Item 8. Financial Statements and Supplementary Data" of this Form 10-K. All other schedules have been omitted because they are not required, are not applicable or the required information is included in the financial statements or the notes thereto.
 - Schedule II – Valuation and Qualifying Accounts
 - (3) Exhibits. The exhibits listed in the accompanying Exhibit Index are filed or incorporated by reference as part of this Form 10-K. The exhibits will be filed with the SEC but will not be included in the printed version of the Annual Report to Shareholders.

Signatures

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this Annual Report on Form 10-K to be signed on its behalf by the undersigned, thereunto duly authorized.

DOVER CORPORATION

/s/ Robert A. Livingston

Robert A. Livingston

President and Chief Executive Officer

Date: February 12, 2016

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, this Annual Report on Form 10-K has been signed below by the following persons on behalf of the Registrant in the capacities and on the dates indicated. Each of the undersigned, being a director or officer of Dover Corporation (the "Company"), hereby constitutes and appoints Robert A. Livingston, Brad M. Cerepak and Ivonne M. Cabrera, and each of them (with full power to each of them to act alone), his or her true and lawful attorney-in-fact and agent for him or her and in his or her name, place and stead in any and all capacities, to sign the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2015 under the Securities Exchange Act of 1934, as amended, and any and all amendments thereto, and to file the same with all exhibits thereto and other documents in connection therewith with the Securities and Exchange Commission and any other appropriate authority, granting unto such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing required and necessary to be done in and about the premises in order to effectuate the same as fully to all intents and purposes as he or she might or could do if personally present, hereby ratifying and confirming all that such attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Robert W. Cremin</u> Robert W. Cremin	Chairman, Board of Directors	February 12, 2016
<u>/s/ Robert A. Livingston</u> Robert A. Livingston	Chief Executive Officer, President and Director (Principal Executive Officer)	February 12, 2016
<u>/s/ Brad M. Cerepak</u> Brad M. Cerepak	Senior Vice President and Chief Financial Officer (Principal Financial Officer)	February 12, 2016
<u>/s/ Sandra A. Arkell</u> Sandra A. Arkell	Vice President, Controller (Principal Accounting Officer)	February 12, 2016
<u>/s/ Jean-Pierre M. Ergas</u> Jean-Pierre M. Ergas	Director	February 12, 2016
<u>/s/ Peter T. Francis</u> Peter T. Francis	Director	February 12, 2016

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<u>Signature</u>	<u>Title</u>	<u>Date</u>
<hr/> <i>/s/ Kristiane C. Graham</i> Kristiane C. Graham	Director	February 12, 2016
<hr/> <i>/s/ Michael F. Johnston</i> Michael F. Johnston	Director	February 12, 2016
<hr/> <i>/s/ Richard K. Lochridge</i> Richard K. Lochridge	Director	February 12, 2016
<hr/> <i>/s/ Bernard G. Rethore</i> Bernard G. Rethore	Director	February 12, 2016
<hr/> <i>/s/ Michael B. Stubbs</i> Michael B. Stubbs	Director	February 12, 2016
<hr/> <i>/s/ Stephen M. Todd</i> Stephen M. Todd	Director	February 12, 2016
<hr/> <i>/s/ Stephen K. Wagner</i> Stephen K. Wagner	Director	February 12, 2016
<hr/> <i>/s/ Keith E. Wandell</i> Keith E. Wandell	Director	February 12, 2016
<hr/> <i>/s/ Mary A. Winston</i> Mary A. Winston	Director	February 12, 2016

EXHIBIT INDEX

- (2.1) Separation and Distribution Agreement, dated February 28, 2014, by and between the Company and Knowles Corporation, filed as Exhibit 2.1 to the Company's Current Report on Form 8-K filed March 3, 2014 (SEC File No. 001-04018), is incorporated by reference.
 - (3)(i) Fourth Restated Certificate of Incorporation of the Company, filed as Exhibit 3(i)(a) to the Company's Current Report on Form 8-K filed May 6, 2014 (SEC File No. 001-04018), is incorporated by reference.
 - (3)(ii) Amended and Restated By-Laws of the Company, effective as of February 11, 2016, filed as Exhibit 3(ii) to the Company's Current Report on Form 8-K filed on February 11, 2016 (SEC File No. 001-04018), are incorporated by reference.
 - (4.1) Indenture, dated as of June 8, 1998 between the Company and The First National Bank Chicago, as trustee, filed as Exhibit 4.1 to the Company's Current Report on Form 8-K filed June 12, 1998 (SEC File No. 001-04018), is incorporated by reference.
 - (4.2) Form of 6.65% Debentures due June 1, 2028 (\$200,000,000 aggregate principal amount), filed as Exhibit 4.4 to the Company's Current Report on Form 8-K filed June 12, 1998 (SEC File No. 001-04018), is incorporated by reference.
 - (4.3) Indenture, dated as of February 8, 2001 between the Company and BankOne Trust Company, N.A., as trustee, filed as Exhibit 4.1 to the Company's Current Report on Form 8-K filed February 13, 2001 (SEC File No. 001-04018), is incorporated by reference.
 - (4.4) First Supplemental Indenture, dated as of October 13, 2005, among the Company, J.P. Morgan Trust Company, National Association, as original trustee, and The Bank of New York, as trustee, filed as Exhibit 4.1 to the Company's Current Report on Form 8-K filed October 13, 2005 (SEC File No. 001-04018), is incorporated by reference.
 - (4.5) Form of 5.375% Debentures due October 15, 2035 (\$300,000,000 aggregate principal amount), filed as Exhibit 4.3 to the Company's Current Report on Form 8-K filed October 13, 2005 (SEC File No. 001-04018), is incorporated by reference.
 - (4.6) Second Supplemental Indenture, dated as of March 14, 2008, between the Company and The Bank of New York, as trustee, filed as Exhibit 4.1 to the Company's Current Report on Form 8-K filed March 14, 2008 (SEC File No. 001-04018), is incorporated by reference.
 - (4.7) Form of Global Note representing the 5.45% Notes due March 15, 2018 (\$350,000,000 aggregate principal amount), filed as Exhibit 4.2 to the Company's Current Report on Form 8-K filed March 14, 2008 (SEC File No. 001-04018), is incorporated by reference.
 - (4.8) Form of Global Note representing 6.60% Notes due March 15, 2038 (\$250,000,000 aggregate principal amount), filed as Exhibit 4.3 to the Company's Current Report on Form 8-K filed March 14, 2008 (SEC File No. 001-04018), is incorporated by reference.
 - (4.9) Third Supplemental Indenture, dated as of February 22, 2011, between the Company and The Bank of New York Mellon, as trustee, filed as Exhibit 4.1 to the Company's Current Report on Form 8-K filed February 22, 2011 (SEC File No. 001-04018), is incorporated by reference.
 - (4.10) Form of 4.300% Notes due March 1, 2021 (\$450,000,000 aggregate principal amount), filed as Exhibit 4.2 to the Company's Current Report on Form 8-K filed February 22, 2011 (SEC File No. 001-04018), is incorporated by reference.
 - (4.11) Form of 5.375% Notes due March 1, 2041 (\$350,000,000 aggregate principal amount), filed as Exhibit 4.3 to the Company's Current Report on Form 8-K filed February 22, 2011 (SEC File No. 001-04018), is incorporated by reference.
 - (4.12) Fourth Supplemental Indenture, dated as of December 2, 2013, between the Company and The Bank of New York Mellon, as trustee and The Bank of New York Mellon, London Branch, as paying agent, filed as Exhibit 4.1 to the Company's Current Report on Form 8-K filed December 3, 2013 (SEC File No. 001-04018), is incorporated by reference.
 - (4.13) Form of Global Note representing the 2.125% Notes due 2020 (€300,000,000 aggregate principal amount) (included as Exhibit A to the Fourth Supplemental Indenture), filed as Exhibit 4.2 to the Company's Current Report on Form 8-K filed December 3, 2013 (SEC File No. 001-04018), is incorporated by reference.
 - (4.14) Fifth Supplemental Indenture, dated as of November 3, 2015, between the Company and J.P. Morgan Trust Company National Association, as trustee, filed as Exhibit 4.1 to the Company's Current Report on Form 8-K filed on November 3, 2015 (SEC File No. 001-04018), is incorporated by reference.
 - (4.15) Form of Global Note representing the 3.150% Notes due 2025 (\$400,000,000 aggregate principal amount) (included as Exhibit A to the Fifth Supplemental Indenture), filed as Exhibit 4.2 to the Company's Current Report on Form 8-K filed on November 3, 2015 (SEC File No. 001-04018), is incorporated by reference.
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- The Company agrees to furnish to the Securities and Exchange Commission upon request, a copy of any instrument with respect to long-term debt under which the total amount of securities authorized does not exceed 10 percent of the total consolidated assets of the Company.
- (10.1) Dover Corporation Senior Executive Change-in-Control Severance Plan, filed as Exhibit 10.18 to the Company's Annual Report on Form 10-K for the year ended December 31, 2010 (SEC File No. 001-04018), is incorporated by reference.*
 - (10.2) Amendment No. 1 to the Dover Corporation Senior Executive Change-in-Control Severance Plan, filed as Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the period ended September 30, 2012 (SEC File No. 001-04018), is incorporated by reference.*
 - (10.3) Dover Corporation Executive Officer Annual Incentive Plan, as amended and restated as of January 1, 2009, filed as Exhibit 10.2 to the Company's Current Report on Form 8-K filed May 13, 2009 (SEC File No. 001-04018), is incorporated by reference.*
 - (10.4) Dover Corporation Deferred Compensation Plan, as amended and restated as of January 1, 2009, filed as Exhibit 10.6 to the Company's Annual Report on Form 10-K for the year ended December 31, 2008 (SEC File No. 001-04018), is incorporated by reference.*
 - (10.5) First Amendment and Second Amendment to the Dover Corporation Deferred Compensation Plan, as amended and restated as of January 1, 2009, filed as Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the period ended September 30, 2013 (SEC File No. 001-04018), is incorporated by reference.*
 - (10.6) Third Amendment, adopted on July 31, 2014 and effective as of January 1, 2014, to the Dover Corporation Deferred Compensation Plan, filed as Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q for the period ended September 30, 2014 (SEC File No. 001-04018), is incorporated by reference.*
 - (10.7) Fourth Amendment, effective as of January 1, 2015, to the Dover Corporation Deferred Compensation Plan, filed as Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the period ended March 31, 2015 (SEC File No. 001-04018), is incorporated by reference.*
 - (10.8) Fifth Amendment, dated as of October 28, 2015, to the Dover Corporation Deferred Compensation Plan.* (1)
 - (10.9) Amendment No. 1 to the Dover Corporation 1995 Incentive Stock Option Plan And 1995 Cash Performance Program (as amended effective May 4, 2006 with respect to any awards then outstanding), filed as Exhibit 10.7 to the Company's Annual Report on Form 10-K for the period ended December 31, 2014 (SEC File No. 001-04018), is incorporated by reference.*
 - (10.10) Dover Corporation 2005 Equity and Cash Incentive Plan, amended and restated as of January 1, 2009, filed as Exhibit 10.1 to the Company's Current Report on Form 8-K filed May 13, 2009 (SEC File No. 001-04018), is incorporated by reference.*
 - (10.11) Amendment No. 1 to the Dover Corporation 2005 Equity and Cash Incentive Plan (Amended and Restated as of January 1, 2009), filed as Exhibit 10.9 to the Company's Annual Report on Form 10-K for the period ended December 31, 2014 (SEC File No. 001-04018), is incorporated by reference.*
 - (10.12) Amendment No. 1 to the Dover Corporation 2012 Equity and Cash Incentive Plan, filed as Exhibit 10.25 to the Company's Annual Report on Form 10-K for the year ended December 31, 2013 (SEC File No. 001-04018), is incorporated by reference.*
 - (10.13) Form of award grant letter for SSAR grants made under the 2005 Equity and Cash Incentive Plan, filed as Exhibit 10.8 to the Company's Annual Report on Form 10-K for the period ended December 31, 2011 (SEC File No. 001-04018), is incorporated by reference.*
 - (10.14) Form of award grant letter for cash performance awards made under the 2005 Equity and Cash Incentive Plan, filed as Exhibit 10.9 to the Company's Annual Report on Form 10-K for the period ended December 31, 2011 (SEC File No. 001-04018), is incorporated by reference.*
 - (10.15) Form of award grant letter for performance share awards made under the 2005 Equity and Cash Incentive Plan, filed as Exhibit 10.10 to the Company's Annual Report on Form 10-K for the period ended December 31, 2011 (SEC File No. 001-04018), is incorporated by reference.*
 - (10.16) Form of award grant letter for restricted stock awards made under the 2005 Equity and Cash Incentive Plan, filed as Exhibit 10.15 to the Company's Annual Report on Form 10-K for the period ended December 31, 2010 (SEC File No. 001-04018), is incorporated by reference.*
 - (10.17) Dover Corporation Pension Replacement Plan (formerly the Supplemental Executive Retirement Plan), as amended and restated as of January 1, 2010, filed as Exhibit 10.11 to the Company's Annual Report on Form 10-K for the year ended December 31, 2009 (SEC File No. 001-04018), is incorporated by reference.*
 - (10.18) First Amendment to the Dover Corporation Pension Replacement Plan, as amended and restated as of January 1, 2010, filed as Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q for the period ended September 30, 2013 (SEC File No. 001-04018), is incorporated by reference.*
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- (10.19) Dover Corporation Executive Severance Plan, filed as Exhibit 10.17 to the Company's Annual Report on Form 10-K for the period ended December 31, 2010 (SEC File No. 001-04018), is incorporated by reference.*
 - (10.20) Amendment No. 1 to the Executive Severance Plan, filed as Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q for the period ended September 30, 2012 (SEC File No. 001-04018), is incorporated by reference. *
 - (10.21) Amendment No. 1 to the Executive Employee Supplemental Retirement Agreement with Robert A. Livingston, Jr., filed as Exhibit 99.1 to the Company's Current Report on Form 8-K filed March 3, 2010 (SEC File No. 001-04018), is incorporated by reference.*
 - (10.22) Dover Corporation 2012 Equity and Cash Incentive Plan, effective as of May 3, 2012, filed as Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the period ended June 30, 2012 (SEC File No. 001-04018), is incorporated by reference.*
 - (10.23) Amendment No. 2, adopted and effective as of August 6, 2014, to the Dover Corporation 2012 Equity and Cash Incentive Plan, filed as Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the period ended September 30, 2014 (SEC File No. 001-04018), is incorporated by reference.*
 - (10.24) Form of award grant letter for SSAR grants made under the Dover Corporation 2012 Equity and Cash Incentive Plan, filed as Exhibit 10.20 to the Company's Annual Report on Form 10-K for the year ended December 31, 2012 (SEC File No. 001-04018), is incorporated by reference.*
 - (10.25) Form of award grant letter for SSAR grants made under the Dover Corporation 2012 Equity and Cash Incentive Plan, filed as Exhibit 10.5 to the Company's Quarterly Report on Form 10-Q for the period ended March 31, 2014 (SEC File No. 001-04018), is incorporated by reference.*
 - (10.26) Form of award grant letter for SSAR grants made under the Dover Corporation 2012 Equity and Cash Incentive Plan, filed as Exhibit 10.25 to the Company's Annual Report on Form 10-K for the period ended December 31, 2014 (SEC File No. 001-04018), is incorporated by reference.*
 - (10.27) Form of award grant letter for cash performance awards made under the Dover Corporation 2012 Equity and Cash Incentive Plan, filed as Exhibit 10.21 to the Company's Annual Report on Form 10-K for the year ended December 31, 2012 (SEC File No. 001-04018), is incorporated by reference.*
 - (10.28) Form of award grant letter for cash performance awards made under the Dover Corporation 2012 Equity and Cash Incentive Plan, filed as Exhibit 10.27 to the Company's Annual Report on Form 10-K for the period ended December 31, 2014 (SEC File No. 001-04018), is incorporated by reference.*
 - (10.29) Form of award grant letter for performance share awards made under the Dover Corporation 2012 Equity and Cash Incentive Plan, filed as Exhibit 10.22 to the Company's Annual Report on Form 10-K for the year ended December 31, 2012 (SEC File No. 001-04018), is incorporated by reference.*
 - (10.30) Form of award grant letter for performance share awards made under the Dover Corporation 2012 Equity and Cash Incentive Plan, filed as Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q for the period ended March 31, 2014 (SEC File No. 001-04018), is incorporated by reference.*
 - (10.31) Form of award grant letter for performance share awards made under the Dover Corporation 2012 Equity and Cash Incentive Plan, filed as Exhibit 10.30 to the Company's Annual Report on Form 10-K for the period ended December 31, 2014 (SEC File No. 001-04018), is incorporated by reference.*
 - (10.32) Form of Restricted Stock Unit Award Letter under the Dover Corporation 2012 Equity and Cash Incentive Plan, filed as Exhibit 10.4 to the Company's Quarterly Report on Form 10-Q for the period ended March 31, 2014 (SEC File No. 001-04018), is incorporated by reference.*
 - (10.33) Form of Restricted Stock Unit Award Letter under the Dover Corporation 2012 Equity and Cash Incentive Plan, filed as Exhibit 10.32 to the Company's Annual Report on Form 10-K for the period ended December 31, 2014 (SEC File No. 001-04018), is incorporated by reference.*
 - (10.34) Five-Year Credit Agreement, dated as of November 10, 2015, among the Company, the Borrowing Subsidiaries party thereto from time to time, the Lenders party thereto, and JPMorgan Chase Bank, N.A, as Administrative Agent. (1)
 - (10.35) Employee Matters Agreement, dated February 28, 2014, by and between the Company and Knowles Corporation, filed as Exhibit 10.1 to the Company's Current Report on Form 8-K filed March 3, 2014 (SEC File No. 001-04018), is incorporated by reference.
 - (10.36) Tax Matters Agreement, dated February 28, 2014, by and between the Company and Knowles Corporation, filed as Exhibit 10.2 to the Company's Current Report on Form 8-K filed March 3, 2014 (SEC File No. 001-04018), is incorporated by reference.
 - (21) Subsidiaries of Dover. (1)
 - (23) Consent of Independent Registered Public Accounting Firm. (1)
 - (24) Power of Attorney (included in signature page). (1)
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- (31.1) Certification pursuant to Rule 13a-14 of the Securities and Exchange Act of 1934, as amended, signed and dated by Brad M. Cerepak. (1)
- (31.2) Certification pursuant to Rule 13a-14 of the Securities and Exchange Act of 1934, as amended, signed and dated by Robert A. Livingston. (1)
- (32) Certification pursuant to 18 U.S.C. Section 1350, signed and dated by Robert A. Livingston and Brad M. Cerepak. (1)
- (101) The following materials from Dover Corporation's Annual Report on Form 10-K for the year ended December 31, 2015 formatted in XBRL (eXtensible Business Reporting Language): (i) Consolidated Statements of Earnings, (ii) Consolidated Statements of Comprehensive Earnings (iii) Consolidated Balance Sheets, (iv) Consolidated Statements of Stockholders' Equity, (v) Consolidated Statement of Cash Flows, and (vi) Notes to the Consolidated Financial Statements. (1)

* Executive compensation plan or arrangement.

(1) Filed herewith.

**FIFTH AMENDMENT
to the**

**Dover Corporation Deferred Compensation Plan
(As Amended and Restated as of January 1, 2009)**

WHEREAS, Dover Corporation (the "Corporation") has heretofore adopted the Dover Corporation Deferred Compensation Plan, as amended and restated as of January 1, 2009 (the "Plan"); and

WHEREAS, the Benefits Committee of the Corporation (the "Benefits Committee") is authorized to amend the Plan on behalf of the Corporation; and

WHEREAS, the Benefits Committee deems it advisable to amend the Plan in the manner set forth herein.

NOW, THEREFORE, BE IT RESOLVED, that the Plan is hereby amended as follows:

1. Effective December 31, 2015, the Plan is amended by adding the following new Section 2.49 at the end of Article II of the Plan as part thereof:

"Scheduled Withdrawal Date" means the date or dates elected by a Participant for the distribution, as provided in Section 6.8."

2. Effective December 31, 2015, Section 3.1(a) of the Plan is amended and restated in its entirety, as follows:

"Eligibility to Participate. The employees who shall be eligible to participate in the Plan shall be limited to key management or highly compensated employees of the Company who are selected by the Committee, in its sole discretion, to participate in the Plan, and who, at the time of filing a deferral election for a Plan Year pursuant to Article IV:

- (i) are on a regular periodic U.S. payroll of the Company; and
- (ii) have Salary at an annual rate of \$175,000 or more for such Plan Year or such other limit as the Committee shall establish from time to time.

The Committee may from time to time, in its sole and absolute discretion, modify the above eligibility requirements and establish such additional or other requirements for eligibility as it may determine."

3. Effective December 31, 2015, the first paragraph of Section 4.1 of the Plan is amended and restated in its entirety, as follows:

"Compensation Eligible for Deferral. A Participant may elect to defer Salary, Bonus and/or Cash-Based Long-Term Incentive Compensation for each Plan Year. Deferral elections shall be in percentages of eligible Compensation."

4. Effective December 31, 2015, Section 4.3 of the Plan is amended and restated in its entirety, as follows:

"Timing of Deferral Election.

a. Election to Defer Salary. Elections to defer the receipt of Salary must be received by the Committee by November 30 (or such later date as the Committee shall determine) of each year to be effective with respect to the first pay period of the following Plan Year.

b. Election to Defer Bonus, Cash-Based Long-Term Incentive Compensation, A Supplemental Plan Lump Sum Distribution and Other Compensation. Elections to defer receipt of any Bonus and/or Cash-Based Long-Term Incentive Compensation must be received by the Committee by November 30 (or such later date as the Committee shall determine) of each year to be effective for the Bonus and/or Cash-Based Long-Term Incentive Compensation payable in the second Plan Year following the Plan Year during which the election is made. Any election made by a Participant to have any amount transferred to the Plan from a Supplemental Plan shall be given effect only if such election was made not less than twelve (12) months prior to the Participant's retirement or other termination of employment for any reason and shall be applicable only with respect to a participant's Grandfathered Benefit in a Supplemental Plan. The Committee shall determine the timing of deferrals of other forms of Compensation.

c. Election in Initial Year of Eligibility. With respect to Participants who are the Chief Executive Officer of the Company or who report directly to the Chief Executive Officer of the Company, elections to defer receipt of any Salary, Bonus and/or Cash-Based Long-Term Incentive Compensation earned for services during the Plan Year in which such individual first becomes a Participant in accordance with Section 3.1(a) must be received by the Committee within 30 days after the date on which the employee first becomes a Participant in accordance with Section 3.1(a). Any election made pursuant to this Section 4.3 c. shall only apply with respect to compensation for services to be performed after the election.

d. Changing an Election. A Participant's deferral election shall be irrevocable for the Plan Year and shall continue in effect from year to year thereafter unless, and until, increased,

decreased, or terminated by the Participant for any subsequent Plan Year by filing an election pursuant to Section 4.3 a., b. or c. above; provided, however, that an election to have all or a portion of a lump sum distribution from a Supplemental Plan transferred to this Plan may be revoked if a new election to do so is made at least twelve (12) months prior to the Participant's retirement or other termination of employment for any reason."

5. Effective December 31, 2015, Section 5.4 of the Plan is amended and restated in its entirety, as follows:

"Company Contributions. For Participants who do not participate in the Dover Corporation Pension Replacement Plan or who are hired after December 1, 2013, the Company shall credit the Participant's applicable Sub-Accounts at the end of each Plan Year as follows:

a. Each Participant making Salary and Bonus deferrals under the Plan for a Plan Year shall be credited with Company Annual Matching Contributions for that Plan Year at the rate of 100% on the first 1% of Salary and Bonus deferrals made under this Plan for that Plan Year plus 50% of the next 5% of such Salary and Bonus deferrals made under this Plan for that Plan Year. The amount of Salary and Bonus deferrals eligible for matching contributions under this Plan shall not to exceed 6% of the Participant's Salary and Bonus which is in excess of the Participant's compensation that is used to determine his or her matching contributions under the terms of the Dover Corporation Retirement Savings Plan for the Plan Year.

b. Each Participant shall be credited with Company Annual Basic Contributions for that Plan Year on the amount by which the Participant's annual rate of Salary and Bonus exceeds the Participant's compensation that is used to determine his or her 'Automatic Contributions' under the terms of the Dover Corporation Retirement Savings Plan at the rate, and to the extent, if any, that the business unit by which the Participant is employed makes 'Automatic Contributions' to the Dover Corporation Retirement Savings Plan for that Plan Year.

In addition to the Company Contributions set forth in this Section 5.4, the Company may choose at any time to credit Company Discretionary Contributions to the Company Discretionary Contribution Account of a Participant as the Committee shall determine in its discretion from time to time, based on individual or overall corporate performance or such other criteria as the Committee shall determine."

6. Effective December 31, 2015, the Plan is amended by adding the following new Section 5.7 at the end of Article VI of the Plan as part thereof:

"Supplemental Accrued Benefit.

a. If a Participant who participates in the Dover Corporation Pension Plan has a Termination of Service under circumstances in which a vested accrued benefit is payable to him or her under the Dover Corporation Pension Plan, then a Supplemental Accrued Benefit (as described

below) shall be payable to him or her as provided in this Section 5.7. A Participant's 'Supplemental Accrued Benefit' shall be an annual amount equal to the excess of:

(i) the annual accrued benefit that the Participant otherwise would have been entitled to receive under the Dover Corporation Pension Plan if deferrals of Salary and Bonus under this Plan for a Plan Year had been included in the definition of 'Compensation' under the Dover Corporation Pension Plan for such Plan Year commencing with Plan Years beginning on or after January 1, 2016, over

(ii) the annual accrued benefit that the Participant is actually entitled to receive under the Dover Corporation Pension Plan.

b. A Participant's Supplemental Accrued Benefit under this Section 5.7, if any, shall be distributed in the form of an actuarially equivalent lump sum payment upon such Participant's Termination of Service at the time described in Section 6.9(a). The lump sum actuarial equivalent shall be determined using the assumptions for determining actuarial equivalent lump sums in Program SI-Dover Corporation Pension Program of the Dover Corporation Pension Plan as in effect on day on which such distribution is processed, or if the Dover Corporation Pension Plan has been terminated, as in effect on the date of termination of the Dover Corporation Pension Plan.

c. For the avoidance of doubt, a Participant's Supplemental Accrued Benefit, if any, is not considered part of a Participant's Deferred Compensation Account."

7. Effective December 31, 2015, Section 6.8 of the Plan is amended and restated in its entirety with respect to deferral elections made effective for Plan Years commencing on and after January 1, 2016, as follows:

"Scheduled Withdrawals. A Participant may elect a Scheduled Withdrawal Date applicable to all or a portion of his or her Deferred Compensation Account or applicable to all or a portion of a Sub-Account attributable to contributions made with respect to any specified Plan Year. Such election shall be made in the Participant's Deferred Compensation Agreement and shall specify the portion or amount of the Participant's Deferred Compensation Account (or, if applicable, Sub-Account) to be distributed and the form of payment for such distribution; provided that such portion or amount specified shall not exceed the portion or amount credited to the Participant's Deferred Compensation Account which is vested as of any Scheduled Withdrawal Date. No election of a Scheduled Withdrawal Date shall be given effect unless such election specifies a Scheduled Withdrawal Date which is at least two (2) years after the end of the Plan Year in which the election is received by the Committee. A Participant may elect to receive the distribution under this Section 6.8 a. in a single lump sum payment or annual installments over two (2) to ten (10) years. The form of distribution of a distribution to be made on a Scheduled Withdrawal Date may be amended by the Participant from time to time and at any time up to twelve (12) months prior to any elected Scheduled Withdrawal Date by giving prior written notice to the Committee (such election not taking effect until at least twelve (12) months after the date on which the election is made); provided, however, that the distribution for which the form of distribution is amended shall not be made or commence earlier than five years after the date such amount would have otherwise become payable as determined under Treasury Regulation Section 1.409A-2(b). For the avoidance of doubt, a Participant's Termination of Service prior to a Scheduled

Withdrawal Date will not accelerate the time of payment of any payment due on such Scheduled Withdrawal Date."

8. Effective January 1, 2016, Section 6.9 of the Plan is amended by substituting "February 28" for "January 31" each place it appears in Section 6.9.

9. Effective December 31, 2015, the Plan is amended by adding the following new Section 6.14 at the end of Article VI of the Plan as part thereof:

"Designation of Beneficiary. The Participant shall have the right to designate, on such form as may be prescribed by the Company, a Beneficiary or Beneficiaries to receive any Benefits due under Article VI which may remain unpaid at the Participant's death and shall have the right at any time to revoke such designation and to substitute another such Beneficiary or Beneficiaries. If, upon the death of the Participant, there is no valid designation of a Beneficiary or no designated Beneficiary survives the Participant, the Beneficiary shall be the Participant's estate. If a Beneficiary survives the Participant and dies prior to the distribution of all Benefits to which such Beneficiary is entitled from the Plan, any remaining amounts payable from the Plan shall be paid to the Beneficiary's estate."

10. Effective January 1, 2016, the Appendix to the Plan is amended by substituting "February 28" for "January 31" each place it appears in the Appendix to the Plan.

IN WITNESS WHEREOF, the Benefits Committee has caused this amendment to be executed by its duly authorized member, this 28th day of October, 2015.

By: /s/ Jay L. Kloosterboer
Jay L. Kloosterboer, Chairman
The Benefits Committee under the Dover Corporation Deferred Compensation Plan

US\$1,000,000,000

FIVE-YEAR CREDIT AGREEMENT

dated as of

November 10, 2015,

among

DOVER CORPORATION,

The BORROWING SUBSIDIARIES Party Hereto,

The LENDERS Party Hereto,

and

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

Bank of America, N.A. and
WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Syndication Agents,

J.P. MORGAN SECURITIES LLC,
MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED and
WELLS FARGO SECURITIES, LLC,
as Joint Lead Arrangers and Joint Bookrunners

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FIVE-YEAR CREDIT AGREEMENT dated as of November 10, 2015 (this “Agreement”), among DOVER CORPORATION, the BORROWING SUBSIDIARIES from time to time party hereto, the LENDERS party hereto and JPMORGAN CHASE BANK, N.A., as Agent.

The Company (such term, and each other capitalized term used and not otherwise defined in these recitals having the meaning assigned to it in Article I) has requested the Lenders to extend credit to enable the Borrowers to borrow on a revolving credit basis on and after the date hereof and at any time and from time to time prior to the Maturity Date a principal amount not in excess of the US Dollar Equivalent of US\$1,000,000,000 at any time outstanding. The proceeds of borrowings hereunder are to be used for working capital and general corporate purposes.

The Lenders are willing to extend such credit to the Borrowers on the terms and subject to the conditions herein set forth.

Accordingly, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.02 Definitions. The following terms, as used herein, have the following meanings:

“ABR”, when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate per annum determined by reference to the Alternate Base Rate.

“Accession Agreement” has the meaning set forth in Section 2.07(d).

“Adjusted LIBO Rate” means, with respect to any LIBOR Borrowing denominated in US Dollars for any Interest Period, an interest rate per annum equal to the product of (i) the LIBO Rate for US Dollars for such Interest Period multiplied by (ii) the Statutory Reserve Rate.

“Administrative Questionnaire” means, with respect to each Lender, an administrative questionnaire in the form supplied by the Agent and submitted to the Agent (with a copy to the Company) duly completed by such Lender.

“Affiliate” means, at any time, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified at such time.

“Agent” means JPMCB in its capacity as administrative agent for the Lenders hereunder, and its successors in such capacity, together with, to the extent provided in Section 7.09, any Agent Designee. Unless the context requires otherwise, the term “Agent” shall include any Affiliate of JPMCB through which JPMCB shall perform any of its obligations in such capacity hereunder.

“Agent Designee” has the meaning set forth in Section 7.09.

“Agreed LC Currency” means, as to each Issuing Bank, any currency (other than US Dollars or a Designated Foreign Currency) approved in writing by such Issuing Bank and the Agent, so long as such

other currency is freely traded and convertible into US Dollars in the London or other offshore interbank market for such currency and a US Dollar Equivalent thereof can be calculated.

“Agreement” has the meaning specified in the preamble hereto.

“Agreement Currency” has the meaning set forth in Section 9.10(b).

“Alternate Base Rate” means, for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Effective Rate in effect on such day plus ½ of 1% and (c) the Adjusted LIBO Rate on such day (or if such day is not a Business Day, the immediately preceding Business Day) for a deposit in US Dollars with a maturity of one month plus 1%. For purposes of clause (c) above, the Adjusted LIBO Rate on any day shall be based on the rate per annum appearing on the applicable Reuters screen page (currently page LIBOR01) displaying interest rates for US Dollar deposits in the London interbank market (or, in the event such rate does not appear on a page of the Reuters screen, on the appropriate page of such other information service that publishes such rate as shall be selected by the Agent from time to time in its reasonable discretion) at approximately 11:00 a.m., London time, on such day for deposits in US Dollars with a maturity of one month; provided that if such rate shall be less than zero, such rate shall be deemed to be zero. Any change in the Alternate Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate or the Adjusted LIBO Rate shall be effective from and including the effective date of such change in the Prime Rate, the Federal Funds Effective Rate or the Adjusted LIBO Rate, as the case may be.

“Anti-Corruption Laws” means the United States Foreign Corrupt Practices Act of 1977 and all other laws, rules, and regulations of any jurisdiction applicable to the Borrower and its Subsidiaries concerning or relating to bribery, money laundering or corruption.

“Applicable Creditor” has the meaning set forth in Section 9.10(b).

“Applicable Funding Account” means, as to each Borrower, the applicable account that shall be specified in a written notice signed by a Financial Officer of such Borrower and delivered to and approved by the Agent.

“Applicable Lending Office” means, with respect to any Lender, (a) in the case of its ABR Loans, its Domestic Lending Office and (b) in the case of its Eurocurrency Loans, its Eurocurrency Lending Office.

“Applicable Rate” means, for any day, with respect to any LIBOR, EURIBOR, CDOR or STIBOR Loan, any ABR Loan or the facility fees payable hereunder, as the case may be, the applicable rate per annum set forth below under the caption “LIBOR/EURIBOR/CDOR/STIBOR Spread”, “ABR Spread”, or “Facility Fee Rate”, as the case may be, based upon the ratings by S&P and Moody’s, respectively, applicable on such date to the Index Debt:

<u>Index Debt Ratings</u>	<u>LIBOR/EURIBOR/ CDOR/STIBOR Spread</u>	<u>ABR Spread</u>	<u>Facility Fee Rate</u>
<u>Category 1</u> Aa3/AA- or higher	0.580%	0.000%	0.045%
<u>Category 2</u> A1/A+	0.695%	0.000%	0.055%
<u>Category 3</u> A2/A	0.805%	0.000%	0.070%
<u>Category 4</u> A3/A-	0.910%	0.000%	0.090%
<u>Category 5</u> Baa1/BBB+ or lower	1.000%	0.000%	0.125%

For purposes of the foregoing, (i) if either Moody's or S&P shall not have in effect a rating for the Index Debt (other than by reason of the circumstances referred to in the last sentence of this definition), then such rating agency shall be deemed to have established a rating in Category 5; (ii) if the ratings established or deemed to have been established by Moody's and S&P for the Index Debt shall fall within different Categories, the Applicable Rate shall be based on the higher of the two ratings unless (A) one of the two ratings is two or more Categories lower than the other and neither rating is in Category 5, in which case the Applicable Rate shall be determined by reference to the Category next below that of the higher of the two ratings or (B) either rating is or is deemed to be in Category 5, in which case the Applicable Rate shall be determined by reference to Category 5 and (iii) if the ratings established or deemed to have been established by Moody's and S&P for the Index Debt shall be changed (other than as a result of a change in the rating system of Moody's or S&P), such change shall be effective as of the date on which it is first announced by the applicable rating agency. Each change in the Applicable Rate shall apply during the period commencing on the effective date of such change and ending on the date immediately preceding the effective date of the next such change. If the rating system of Moody's or S&P shall change, or if either such rating agency shall cease to be in the business of rating corporate debt obligations, the Company and the Lenders shall negotiate in good faith to amend this definition to reflect such changed rating system or the unavailability of ratings from such rating agency and, pending the effectiveness of any such amendment, the Applicable Rate shall be determined by reference to the rating most recently in effect prior to such change or cessation.

"Approved Fund" means any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in commercial loans and similar extensions of credit in the ordinary course of its business and that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"Arrangers" means J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Wells Fargo Securities, LLC, in their capacities as the joint lead arrangers and joint bookrunners for the credit facility provided for herein.

"Assignment and Assumption" means an assignment and assumption entered into by a Lender and an Eligible Assignee, with the consent of any Person whose consent is required by Section 9.05, and accepted by the Agent, in the form of Exhibit A.

"Availability Period" means the period from and including the date on which the conditions set forth in Section 4.01 have been satisfied to but excluding the earlier of the Maturity Date and the date of termination of the Commitments.

“BofA” means Bank of America, N.A.

“Bankruptcy Event” means, with respect to any Person, that such Person has become the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business appointed for it, or, in the good faith determination of the Agent, has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in, any such proceeding or appointment; provided that, for the avoidance of doubt, a Bankruptcy Event shall not result solely by virtue of (i) any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority or (ii) in the case of a solvent Lender, the precautionary appointment of an administrator, guardian, custodian or other similar official by a Government Authority under or based on the law of the country where such Lender is subject to home jurisdiction supervision if applicable law requires that such appointment not be publicly disclosed, in any such case where such action does not result in or provide such Person with immunity from the jurisdiction of courts within the United States of America or from the enforcement of judgments or writs of attachment on its assets or permit such Person (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any agreements made by such Person.

“Benefit Arrangement” means at any time an employee benefit plan within the meaning of Section 3(3) of ERISA which is not a Plan or a Multiemployer Plan and which is maintained or otherwise contributed to by any member of the ERISA Group.

“Board of Governors” shall mean the Board of Governors of the Federal Reserve System of the United States.

“Borrower” means the Company or any Borrowing Subsidiary.

“Borrowing” means Loans of the same Class, Type and currency made, converted or continued on the same date and, in the case of LIBOR Loans, EURIBOR Loans, CDOR Loans or STIBOR Loans, as to which a single Interest Period is in effect.

“Borrowing Minimum” shall mean (a) in the case of a Borrowing denominated in US Dollars, US\$10,000,000 and (b) in the case of a Borrowing denominated in any Designated Foreign Currency, the smallest amount of such currency that is an integral multiple of 1,000,000 units of such currency and that has a US Dollar Equivalent in excess of US\$10,000,000.

“Borrowing Multiple” shall mean (a) in the case of a Borrowing denominated in US Dollars, US\$1,000,000 and (b) in the case of a Borrowing denominated in any Designated Foreign Currency, 1,000,000 units of such currency.

“Borrowing Subsidiary” means, at any time, each Subsidiary that (a) is named on the signature pages to this Agreement or (b) has been designated as a Borrowing Subsidiary by the Company pursuant to Section 2.19, and that has not ceased to be a Borrowing Subsidiary as provided in such Section.

“Borrowing Subsidiary Agreement” means a Borrowing Subsidiary Agreement substantially in the form of Exhibit B-1.

“Borrowing Subsidiary Approved Jurisdiction” means any jurisdiction listed on Schedule 2.19 or any other jurisdiction approved in writing by all of the Lenders to be a “Borrowing Subsidiary Approved Jurisdiction.”

“Borrowing Subsidiary Termination” means a Borrowing Subsidiary Termination substantially in the form of Exhibit B-2.

“Business Day” means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to remain closed; provided that (a) when used in connection with a LIBOR Loan in any currency, the term “Business Day” shall also exclude any day on which banks are not open for dealings in deposits in such currency in the London interbank market, (b) when used in connection with a EURIBOR Loan, the term “Business Day” shall also exclude any day on which the TARGET2 payment system is not open for the settlement of payments in Euros, (c) when used in connection with a CDOR Loan, the term “Business Day” shall also exclude any day on which banks are not open for business in Toronto and (d) when used in connection with a STIBOR Loan, the term “Business Day” shall also exclude any day on which banks are not open for business in Stockholm.

“Canadian Dollars” or “C\$” means the lawful money of Canada.

“Capital Lease”, as applied to any Person, means any lease of any property (whether real, personal or mixed) by that Person as lessee which, in accordance with GAAP, is or should be accounted for as a capital lease on the balance sheet of that Person.

“CDOR”, when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the CDO Rate.

“CDO Rate” means, with respect to any CDOR Borrowing for any Interest Period, the applicable Screen Rate as of the Specified Time on the Quotation Day.

“Change in Control” means (a) the acquisition of ownership, directly or indirectly, beneficially or of record, by any Person or group (within the meaning of the Securities Exchange Act of 1934 and the rules of the Securities and Exchange Commission thereunder as in effect on the Closing Date), of Equity Interests representing more than 30% of either the aggregate ordinary voting power or the aggregate equity value represented by the issued and outstanding Equity Interests of the Company; or (b) during any period of 12 consecutive months after the Effective Date, a majority of the members of the board of directors of the Company cease (other than by reason of death or disability) to be composed of individuals (i) who were members of the board on the first day of such period, (ii) whose election, appointment or nomination to the board was approved by individuals referred to in clause (i) above constituting at the time of such election or nomination at least a majority of the board or (iii) whose election, appointment or nomination to the board was approved by individuals referred to in clauses (i) and/or (ii) above constituting at the time of such election or nomination at least a majority of the board. For purposes of determining a majority of the members of the board of directors, vacant seats shall not be included.

“Change in Law” means the occurrence, after the Closing Date, of any of the following: (a) the adoption or taking effect of any rule, regulation, treaty or other law, (b) any change in any rule, regulation, treaty or other law or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that, notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory

authorities, in each case pursuant to Basel III, shall in each case be deemed to be a “Change in Law”, regardless of the date enacted, adopted, promulgated or issued.

“Charges” has the meaning set forth in Section 9.11.

“CITI” means Citibank, N.A.

“Class”, when used in reference to (a) any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Tranche One Loans or Tranche Two Loans, and (b) any Commitment, refers to whether such Commitment is a Tranche One Commitment or a Tranche Two Commitment.

“Closing Date” means the date of this Agreement.

“Commitments” means the Tranche One Commitments and the Tranche Two Commitments.

“Company” means Dover Corporation, a Delaware corporation, its successors and permitted assigns in accordance with Section 9.05.

“Connection Income Taxes” means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

“Consolidated EBITDA” means, for any period, Consolidated Net Income for such period, plus (a) without duplication and to the extent deducted in determining such Consolidated Net Income, the sum of (i) Consolidated Net Interest Expense for such period, (ii) consolidated income tax expense for such period, (iii) all amounts attributable to depreciation and amortization for such period, (iv) any extraordinary non-cash charges for such period and (v) any non-cash charges for such period related to plant closings or other restructurings of operations or to the writedown of assets (excluding, for the avoidance of doubt, any additions to bad debt reserves or bad debt expense and any such non-cash charge to the extent it represents an accrual of or a reserve for cash expenditures in any future period), and minus (b) without duplication and to the extent included in determining such Consolidated Net Income, any extraordinary gains for such period, all determined on a consolidated basis in accordance with GAAP.

“Consolidated Net Income” means, for any period, the net income or loss of the Company and its Consolidated Subsidiaries for such period determined on a consolidated basis in accordance with GAAP (but excluding therefrom any portion thereof attributable to any non-controlling interest in any Subsidiary); provided that there shall be excluded (a) the income of any Subsidiary in which any Person (other than the Company or any Subsidiary or any director holding qualifying shares in compliance with applicable law) owns an Equity Interest, except to the extent that the organizational documents and indentures, agreements and other instruments binding upon such Subsidiary do not restrict the ability of such Subsidiary to declare and pay dividends or other distributions to the Company or any of the Subsidiaries in an amount at least equal to such income, (b) the income or loss of any Person accrued prior to the date it becomes a Subsidiary or is merged into or consolidated with the Company or any Subsidiary or the date that such Person’s assets are acquired by the Company or any Subsidiary and (c) without limiting anything in Section 1.02, the net impact of cumulative changes to GAAP.

“Consolidated Net Interest Expense” means for any period for which such amount is being determined, total interest expense (including that properly attributable to Capital Leases in accordance with GAAP and amortization of debt discount and debt issuance costs) of the Company and its Consolidated Subsidiaries on a consolidated basis in accordance with GAAP, including all capitalized interest, all commissions, discounts and other fees and charges owed with respect to letters of credit and bankers’

acceptance financings and net costs under interest rate protection agreements (including amortization of discount) all as determined on a consolidated basis in accordance with GAAP, minus the total interest income of the Company and its Consolidated Subsidiaries for such period determined on a consolidated basis in accordance with GAAP.

“Consolidated Net Worth” means at any date the consolidated stockholders’ equity of the Company and its Consolidated Subsidiaries determined as of such date.

“Consolidated Subsidiary” means at any date any Subsidiary or other entity the accounts of which would be consolidated with those of the Company in its consolidated financial statements if such statements were prepared as of such date in accordance with GAAP.

“Control” means, for a specified Person, the possession, directly or indirectly through one or more intermediaries, of the power to direct or cause the direction of the management or policies of another Person, whether through the ability to exercise voting power, by contract or otherwise. “Controlling”, “Controlled” and “Controls” have meanings correlative thereto.

“Credit Exposure” means a Tranche One Credit Exposure or a Tranche Two Credit Exposure.

“Debt” of any Person means at any date, without duplication, (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (c) all obligations of such Person to pay the deferred purchase price of property or services, except trade accounts payable arising in the ordinary course of business, (d) all obligations of such Person as lessee under Capital Leases, (e) all non-contingent obligations of such Person to reimburse any bank or other Person in respect of amounts which, at such date, have been paid under a letter of credit or similar instrument, (f) all Debt secured by a Lien on any asset of such Person, whether or not such Debt is otherwise an obligation of such Person, and (g) all Debt of others Guaranteed by such Person.

“Default” means any condition or event which constitutes an Event of Default or which with the giving of notice or lapse of time or both would, unless cured or waived, become an Event of Default.

“Defaulting Lender” means any Lender that (a) has failed, within two Business Days of the date required to be funded or paid, (i) to fund any portion of its Loans, (ii) to fund any portion of its participations in Letters of Credit or (iii) to pay to the Agent or any Lender any other amount required to be paid by it hereunder, unless, in the case of clause (i) above, such Lender notifies the Agent in writing that such failure is the result of such Lender’s good faith determination that a condition precedent to funding (specifically identified in such writing, including, if applicable, by reference to a specific Default) has not been satisfied, (b) has notified the Company, the Agent or any Lender or Issuing Bank in writing, or has made a public statement, to the effect that it does not intend or expect to comply with any of its funding obligations under this Agreement (unless such writing or public statement indicates that such position is based on such Lender’s good-faith determination that a condition precedent (specifically identified in such writing, including, if applicable, by reference to a specific Default) to funding a Loan cannot be satisfied) or generally under other agreements in which it commits to extend credit, (c) has failed, within three Business Days after request by the Agent or any Lender or Issuing Bank made in good faith to provide a certification in writing from an authorized officer of such Lender that it will comply with its obligations to fund prospective Loans, provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon such requesting party’s receipt of such certification, or (d) has become the subject of a Bankruptcy Event.

“Designated Foreign Currency” means Euro, Sterling, Canadian Dollars and Swedish Kronor.

“Domestic Lending Office” means, as to each Lender, its office located at its address set forth in its Administrative Questionnaire (or identified in its Administrative Questionnaire as its Domestic Lending Office) or such other office as such Lender may hereafter designate as its Domestic Lending office by notice to the Company and the Agent.

“Effective Date” means the date on which the conditions set forth in Section 4.01 shall be satisfied or waived.

“Eligible Assignee” means (a) a Lender, (b) an Affiliate of a Lender, (c) an Approved Fund and (d) any other Person, other than, in each case, a natural person (or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural person), or the Company or any Subsidiary.

“Environmental Laws” means any and all federal, state, local and foreign governmental (whether executive, legislative or judicial) statutes, laws, judicial decisions, regulations, ordinances, rules, judgments, orders, decrees, plans, injunctions, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions relating to the environment, the effect of the environment or exposure to Hazardous Substances on human health or to emissions, discharges or releases of pollutants, contaminants, Hazardous Substances or wastes into the environment including, without limitation, ambient air, surface water, ground water, or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, Hazardous Substances or wastes or the clean-up or other remediation thereof.

“Equity Interests” means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any such equity interests.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, or any successor statute.

“ERISA Group” means the Company, any Consolidated Subsidiary and all members of a controlled group of corporations and all trades or businesses (whether or not incorporated) under common control which, together with the Company or any Consolidated Subsidiary, are treated as a single employer under Section 414(b) or (c) of the Internal Revenue Code.

“EURIBO Rate” means, with respect to any EURIBOR Borrowing for any Interest Period, the applicable Screen Rate as of the Specified Time on the Quotation Day.

“EURIBOR”, when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the EURIBO Rate.

“Euro” or “€” means the lawful currency of the member states of the European Union that have adopted a single currency in accordance with applicable law or treaty.

“Eurocurrency Lending Office” means, as to each Lender, its office, branch or affiliate located at its address set forth in its Administrative Questionnaire (or identified in its Administrative Questionnaire as its Eurocurrency Lending Office) or such other office, branch or affiliate of such Lender as it may hereafter designate as its Eurocurrency Lending Office by notice to the Company and the Agent. A Lender may

designate different offices, branches or affiliates as Eurocurrency Lending Offices with respect to Loans to different Borrowers or in different currencies.

“Events of Default” has the meaning set forth in Section 6.01.

“Exchange Rate” means on any day, for purposes of determining the US Dollar Equivalent of any other currency, the rate at which such other currency may be exchanged into US Dollars at the time of determination on such day as set forth on the Reuters WRLD Page for such currency. In the event that such rate does not appear on any Reuters WRLD Page, the Exchange Rate shall be determined by reference to such other publicly available service for displaying exchange rates as may be agreed upon by the Agent and the Company or, in the absence of such an agreement, such Exchange Rate shall instead be the arithmetic average of the spot rates of exchange of the Agent in the market where its foreign currency exchange operations in respect of such currency are then being conducted, at or about such time as the Agent shall elect after determining that such rates shall be the basis for determining the Exchange Rate, on such date for the purchase of US Dollars for delivery two Business Days later; provided that if at the time of any such determination, for any reason, no such spot rate is being quoted, the Agent may use any reasonable method it deems appropriate to determine such rate, and such determination shall be conclusive absent manifest error.

“Excluded Taxes” means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient: (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its Applicable Lending Office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. Federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment or under any Loan Document pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan or Commitment (other than pursuant to an assignment request by the Borrower under Section 2.17(b)) or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 2.15, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender acquired the applicable interest in such Loan or Commitment or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Recipient's failure to comply with Section 2.15(f) and (d) any U.S. Federal withholding Taxes imposed under FATCA. For purposes of this definition, a Lender shall be deemed to have acquired its interest in any Loan at the time it acquired the Commitment pursuant to which it made such Loan.

“Existing Credit Agreement” means the Five-Year Credit Agreement dated as of November 10, 2011, among the Company, the Borrowing Subsidiaries party thereto, the lenders party thereto and JPMCB, as administrative agent.

“FATCA” means Sections 1471 through 1474 of the Internal Revenue Code, as of the Closing Date (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b)(1) of the Internal Revenue Code and any intergovernmental agreement entered into in connection with the implementation of the foregoing.

“Federal Funds Effective Rate” means, for any day, the rate calculated by the New York Fed based on such day's federal funds transactions by depository institutions (as determined in such manner as the New York Fed shall set forth on its public website from time to time) and published on the next succeeding Business Day by the New York Fed as the federal funds effective rate; provided that if such rate shall be less than zero, such rate shall be deemed to be zero for all purposes of this Agreement.

“Financial Officer” means, with respect to any Person, the chief financial officer, principal accounting officer, treasurer, controller or assistant treasurer of the such Person.

“Foreign Lender” means (a) if a Borrower is a U.S. Person, then a Lender, with respect to such Borrower, that is not a U.S. Person, and (b) if a Borrower is not a U.S. Person, then a Lender, with respect to such Borrower, that is resident for tax purposes or organized under the laws of a jurisdiction other than that in which the Borrower is resident for tax purposes.

“GAAP” means generally accepted accounting principles applied in the United States.

“Governmental Authority” means the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national body exercising such powers or functions, such as the European Union or the European Central Bank).

“Guarantee” by any Person means any obligation, contingent or otherwise, of such Person directly or indirectly guaranteeing any Debt of any other Person and, without limiting the generality of the foregoing, any obligation, direct or indirect, contingent or otherwise, of such Person (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Debt (whether arising by virtue of partnership arrangements, by agreement to keep-well, to purchase assets, goods, securities or services, to take-or-pay, or to maintain financial statement conditions or otherwise) or (b) entered into for the purpose of assuring in any other manner the obligee of such Debt of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part); provided that the term Guarantee shall not include endorsements for collection or deposit in the ordinary course of business. The term “Guarantee” used as a verb has a corresponding meaning.

“Hazardous Substances” means any toxic, radioactive, caustic or otherwise hazardous substance, including but not limited to petroleum, its derivatives and by-products.

“Hedging Agreement” means any interest rate protection agreement, foreign currency exchange agreement, currency swap agreement, commodity price protection agreement or other interest or currency exchange rate or commodity price hedging arrangement. The “principal amount” of any Hedging Agreement of the Company or any Subsidiary at any time shall be deemed to be the aggregate amount at such time of the payments that would be required to be made by the Company or such Subsidiary in the event of any early termination at such time of such Hedging Agreement.

“Increasing Lender” has the meaning set forth in Section 2.07(d).

“Indemnified Taxes” means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document and (b) to the extent not otherwise described in clause (a) of this definition, Other Taxes.

“Indemnitee” has the meaning set forth in Section 9.03(b).

“Index Debt” means senior, unsecured, long-term indebtedness for borrowed money of the Company that is not guaranteed by any other Person or subject to any other credit enhancement.

“Interest Election Request” means a request by the relevant Borrower (or the Company on behalf of the applicable Borrowing Subsidiary) to convert or continue a Borrowing in accordance with Section 2.06.

“Interest Payment Date” means (a) with respect to any ABR Loan, the last day of each March, June, September and December and (b) with respect to any LIBOR Loan, EURIBOR Loan, CDOR Loan or STIBOR Loan, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a Borrowing with an Interest Period of more than three months’ duration, each day prior to the last day of such Interest Period that occurs at intervals of three months’ duration after the first day of such Interest Period.

“Interest Period” means, with respect to any LIBOR Borrowing EURIBOR Borrowing, CDOR Borrowing or STIBOR Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, two, three or six months thereafter, as the applicable Borrower may elect; provided that (a) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day and (b) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

“Internal Revenue Code” means the Internal Revenue Code of 1986, as amended, or any successor statute.

“Interpolated Screen Rate” means, with respect to any LIBOR Borrowing denominated in any currency, any EURIBOR Borrowing, any CDOR Borrowing, or any STIBOR Borrowing, in each case for any Interest Period, a rate per annum which results from interpolating on a linear basis between (a) the applicable Screen Rate for the longest maturity for which a Screen Rate is available that is shorter than such Interest Period and (b) the applicable Screen Rate for the shortest maturity for which a Screen Rate is available that is longer than such Interest Period, in each case as of the Specified Time on the Quotation Day; provided that if such rate would be less than zero, such rate shall be deemed to be zero.

“Issuing Bank” means (a) each of JPMCB, BofA and WFNA and (b) each other Lender that shall have become an Issuing Bank hereunder as provided in Section 2.04(j) (other than any Person that shall have ceased to be an Issuing Bank as provided in Section 2.04(k)), each in its capacity as an issuer of Letters of Credit hereunder. Each Issuing Bank may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates of such Issuing Bank, in which case the term “Issuing Bank” shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate.

“Issuing Bank Agreement” has the meaning set forth in Section 2.04(j).

“JPMCB” means JPMorgan Chase Bank, N.A.

“Judgment Currency” has the meaning set forth in Section 9.10(b).

“LC Commitment” shall mean, as to each Issuing Bank, the commitment of such Issuing Bank to issue Letters of Credit pursuant to Section 2.04. The initial LC Commitment of each of JPMCB, BofA and WFNA is US\$45,000,000, and the initial LC Commitment of each other Issuing Bank is set forth in its Issuing Bank Agreement.

“LC Disbursement” means a Tranche One LC Disbursement or a Tranche Two LC Disbursement.

“LC Exposure” means, at any time, the sum of the Tranche One LC Exposure and the Tranche Two LC Exposure at such time.

“Letter of Credit” means any Tranche One Letter of Credit or Tranche Two Letter of Credit. The amount of a Letter of Credit at any time shall be deemed to be the stated amount of such Letter of Credit in effect at such time; provided, that the amount of any Letter of Credit that, by its terms or the terms of any Issuer Document related thereto, provides for one or more automatic increases in the stated amount thereof shall be deemed to be the maximum stated amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum stated amount is in effect at such time.

“Lender” means each Person listed on Schedule 2.01 and any other Person that shall have become a party hereto pursuant to an Assignment and Assumption or as provided in Section 2.07(d), other than any such Person that shall have ceased to be a party hereto pursuant to Section 9.05(c).

“LIBO Rate” means, with respect to any LIBOR Borrowing denominated in any currency for any Interest Period, the applicable Screen Rate as of the Specified Time on the Quotation Day.

“LIBOR”, when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Adjusted LIBO Rate or the LIBO Rate.

“Lien” means, with respect to any asset, any mortgage, lien, pledge, charge or security interest, or any encumbrance or other type of preferential arrangement that has the practical effect of creating a security interest, in respect of such asset. For the purposes of this Agreement, the Company or any Subsidiary shall be deemed to own subject to a Lien any asset which it has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, capital lease or other title retention agreement relating to such asset.

“Loan” means a loan made by a Lender to a Borrower hereunder.

“Loan Documents” means this Agreement, each Borrowing Subsidiary Agreement, each Borrowing Subsidiary Termination, each Accession Agreement and each promissory note delivered pursuant to this Agreement.

“Loan Party” means the Company or any Borrowing Subsidiary.

“Local Time” means (a) with respect to a Loan or Borrowing denominated in US Dollars or any Letter of Credit, New York City time and (b) with respect to a Loan or Borrowing denominated in Sterling, Euro or Swedish Kronor, London time and (c) with respect to a Loan or Borrowing denominated in Canadian Dollars, Toronto time.

“Material Debt” means (other than any amounts owed hereunder) Debt of the Company and/or one or more of its Subsidiaries, arising in one or more related or unrelated transactions, in an aggregate principal amount the US Dollar Equivalent of which exceeds US\$150,000,000.

“Material Plan” means at any time a Plan or Plans having aggregate Unfunded Liabilities in excess of US\$150,000,000.

“Material Subsidiary” means at any time (a) any Borrowing Subsidiary or (b) any other Subsidiary, except Subsidiaries which, if aggregated and considered as a single Subsidiary, would not meet

the definition of a “significant subsidiary” contained as of the date hereof in Regulation S-X of the Securities and Exchange Commission.

“Maturity Date” means November 10, 2020.

“Maximum Rate” has the meaning set forth in Section 9.11.

“MNPI” means material information concerning the Company and the Subsidiaries and their securities that has not been disseminated in a manner making it available to investors generally, within the meaning of Regulation FD under the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended.

“Moody’s” means Moody’s Investors Service, Inc., and any successor to its rating agency business.

“Multiemployer Plan” means at any time a multiemployer plan within the meaning of Section 4001(a)(3) of ERISA to which (i) any member of the ERISA Group is then making or accruing an obligation to make contributions or (ii) at any time within the preceding five plan years, any Person, which was at such time a member of the ERISA Group, made contributions.

“New York Fed” means the Federal Reserve Bank of New York.

“Notice of Borrowing” means a request by a Borrower for a Borrowing in accordance with Section 2.03.

“Obligations” means (a)(i) the principal of and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (ii) each payment required to be made by any Borrower under this Agreement in respect of any Letter of Credit, when and as due, including payments required to be made by any Borrower under this Agreement in respect of reimbursement of LC Disbursements and interest thereon and obligations to provide cash collateral and (iii) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Company or any other Borrower under this Agreement or any other Loan Document and (b) all obligations of the Borrowers under each Hedging Agreement (i) existing on the Closing Date with a counterparty that is a Lender on such date (or an Affiliate of such a Lender) or (ii) entered into with a counterparty that was a Lender or an Affiliate of a Lender at the time such Hedging Agreement was entered into.

“Other Connection Taxes” means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Taxes (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan Document).

“Other Taxes” means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with

respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 2.17).

“Parent” means, with respect to any Lender, any Person Controlling such Lender.

“Participant” has the meaning set forth in Section 9.05(b).

“Participant Register” has the meaning set forth in Section 9.05(b).

“PBGC” means the Pension Benefit Guaranty Corporation or any entity succeeding to any or all of its functions under ERISA.

“Person” means an individual, a corporation, a limited liability company, a partnership, an association, a trust or any other entity or organization, including a Government Authority.

“Plan” means at any time an employee pension benefit plan (other than a Multiemployer Plan) which is covered by Title IV of ERISA or subject to the minimum funding standards under Section 412 of the Internal Revenue Code and either (a) is sponsored, maintained, or contributed to, by any member of the ERISA Group for employees of any member of the ERISA Group or (b) has at any time within the preceding five years been sponsored, maintained, or contributed to, by any Person which was at such time a member of the ERISA Group for employees of any Person which was at such time a member of the ERISA Group.

“Platform” has the meaning set forth in Section 9.17(b).

“Prime Rate” means the rate of interest per annum publicly announced from time to time by the Agent as its prime rate in effect at its principal office in New York City. Each change in the Prime Rate shall be effective on the date such change is publicly announced as being effective.

“Private Side Lender Representatives” means, with respect to any Lender, representatives of such Lender that are not Public Side Lender Representatives.

“Public Side Lender Representatives” means, with respect to any Lender, representatives of such Lender that do not wish to receive MNPI.

“Quotation Day” means (a) with respect to any currency (other than Sterling or Canadian Dollars) for any Interest Period, the day two Business Days prior to the first day of such Interest Period and (b) with respect to Sterling or Canadian Dollars for any Interest Period, the first day of such Interest Period, in each case unless market practice differs for loans such as the applicable Loans priced by reference to rates quoted in the Relevant Interbank Market, in which case the Quotation Day for such currency shall be determined by the Agent in accordance with market practice for such loans priced by reference to rates quoted in the Relevant Interbank Market (and if quotations would normally be given by leading banks for such loans priced by reference to rates quoted in the Relevant Interbank Market on more than one day, the Quotation Day shall be the last of those days).

“Recipient” means the Agent, any Lender and any Issuing Bank, or any combination thereof (as the context requires).

“Reference Bank” means each of JPMCB, CITI and WFNA.

“Reference Bank Rate” means the arithmetic mean (rounded upwards to four decimal places) of the applicable rates set forth below supplied to the Agent at its request by the Reference Banks

as of the Specified Time on the Quotation Day for Loans in the applicable currency for the applicable Interest Period:

(a) in relation to Loans in any of US\$, £ or €, the rate at which the relevant Reference Bank could borrow funds in the London interbank market in the relevant currency and for the relevant Interest Period, were it to do so by asking for and then accepting interbank offers in reasonable market size in that currency and for that period;

(b) in relation to Loans in C\$, the rate at which the relevant Reference Bank is willing to extend credit by the purchase of bankers acceptances which have been accepted by banks that are for the time being customarily regarded as being of appropriate credit standing for such purpose with a term to maturity equal to the relevant Interest Period; and

(c) in relation to Loans in SEK, as the rate at which the relevant Reference Bank could borrow funds in the Stockholm interbank market in SEK and for the relevant Interest Period, were it to do so by asking for and accepting interbank offers in SEK and for that period;

provided, that, if any Reference Bank Rate would otherwise be less than zero, such rate shall be deemed to be zero for all purposes of this Agreement.

“Refunding Borrowing” means a Borrowing which, after application of the proceeds thereof, results in no net increase in the Credit Exposure of any Lender.

“Register” has the meaning set forth in Section 9.05(c)(iv).

“Regulation D” means Regulation D of the Board of Governors, as in effect from time to time.

“Regulation T” means Regulation T of the Board of Governors, as in effect from time to time.

“Regulation U” means Regulation U of the Board of Governors, as in effect from time to time.

“Regulation X” means Regulation X of the Board of Governors, as in effect from time to time.

“Related Parties” means, with respect to any specified Person, such Person’s Affiliates and the directors, officers, employees and agents of any of the foregoing.

“Relevant Interbank Market” means (a) with respect to any currency (other than Euros, Canadian Dollars or Swedish Kronor), the London interbank market, (b) with respect to Euros, the European interbank market, (c) with respect to Canadian Dollars, the Toronto interbank market and (d) with respect to Swedish Kronor, the Stockholm interbank market.

“Required Lenders” means at any time Lenders having Credit Exposures and unused Commitments representing more than 50% of the sum of the total Credit Exposures and unused Commitments at such time.

“S&P” means Standard & Poor’s Ratings Services, a division of The McGraw-Hill Financial, Inc., and any successor to its rating agency business.

“Sanctioned Country” means, at any time, a country or territory that is itself the subject or target of any Sanctions (at the Closing Date, Crimea, Cuba, Iran, North Korea, Sudan and Syria).

“Sanctioned Person” means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, the United Nations Security Council, the European Union, any European Union member state or Her Majesty’s Treasury of the United Kingdom, (b) any Person located, organized or resident in a Sanctioned Country or (c) any Person owned or controlled by any Person or Persons described in the foregoing clauses (a) or (b).

“Sanctions” means all economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, or (b) the United Nations Security Council, the European Union, any European Union member state or Her Majesty’s Treasury of the United Kingdom.

“Screen Rate” means (a) in respect of the LIBO Rate for any Interest Period, a rate per annum equal to the London interbank offered rate as administered by the ICE Benchmark Administration (or any other Person that takes over the administration of such rate) for deposits in the applicable currency (for delivery on the first day of such Interest Period) with a term equivalent to such Interest Period as displayed on the Reuters screen page that displays such rate (currently LIBOR01 or LIBOR02) (or, in the event such rate does not appear on a page of the Reuters screen, on the appropriate page of such other information service that publishes such rate as shall be selected by the Agent from time to time in its reasonable discretion), (b) in respect of the EURIBO Rate for any Interest Period, the percentage per annum determined by the Banking Federation of the European Union for such Interest Period as set forth on the Reuters screen page that displays such rate (currently EURIBOR01) (or, in the event such rate does not appear on a page of the Reuters screen, on the appropriate page of such other information service that publishes such rate as shall be selected by the Agent from time to time in its reasonable discretion), (c) in respect of the CDO Rate for any Interest Period, the average rate for bankers acceptances with a tenor equal to the relevant period as displayed on the Reuters screen page that displays such rate (currently CDOR01) (or, in the event such rate does not appear on a page of the Reuters screen, on the appropriate page of such other information service that publishes such rate as shall be selected by the Agent from time to time in its reasonable discretion) and (d) in respect of the STIBOR Rate for any Interest Period, the Stockholm interbank offered rate administered by the Swedish Bankers’ Association (or any other Person that takes over the administration of that rate) for deposits in Swedish Kronor with a term equivalent to such Interest Period as displayed on the Reuters screen page that displays such rate (currently []) (or, in the event such rate does not appear on a page of the Reuters screen, on the appropriate page of such other information service that publishes such rate as shall be selected by the Agent from time to time in its reasonable discretion); provided that (i) if any Screen Rate, determined as provided above, would be less than zero, the Screen Rate shall for all purposes of this Agreement be zero and (ii) if, as to any currency, no Screen Rate shall be available for a particular Interest Period but Screen Rates shall be available for maturities both longer and shorter than such Interest Period, then the Screen Rate for such Interest Period shall be the Interpolated Screen Rate and (iii) if no Screen Rate can be determined as provided above in this definition but quotes from at least two Reference Banks for the applicable currency and Interest Period can be obtained, then the Screen Rate will be deemed to equal the applicable Reference Bank Rate; provided that the Agent will not disclose to any party hereto (A) the rates quoted by the individual Reference Banks or (B) if one or more of the Reference Banks shall not have quoted a rate, the fact that the Eurocurrency Base Rate is being determined on the basis of the rates quoted by fewer than all the Reference Banks.

“Specified Time” means (a) with respect to the LIBO Rate or the STIBO Rate, 11:00 a.m., London time, (b) with respect to the EURIBO Rate, 11:00 a.m., Frankfurt time and (c) with respect to the CDO Rate, 10:15 a.m. Toronto time.

“Statutory Reserve Rate” means a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve percentages (including any marginal, special, emergency or supplemental reserves), expressed as a decimal, established by the Board of Governors to which the Agent is subject for eurocurrency funding (currently referred to as “Eurocurrency Liabilities” in Regulation D of the Board of Governors). Such reserve percentages shall include those imposed pursuant to such Regulation D. Eurocurrency Loans shall be deemed to constitute eurocurrency funding and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under such Regulation D or any comparable regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

“Sterling” or “£” means the lawful money of the United Kingdom.

“STIBO Rate” means, with respect to any STIBOR Borrowing for any Interest Period, the applicable Screen Rate as of the Specified Time on the Quotation Day.

“STIBOR”, when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the STIBO Rate.

“Subsidiary” means, at any time, any corporation or other entity of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions or to manage such corporation or other entity are at the time directly or indirectly, through one or more intermediaries, owned by the Company.

“Swedish Kronor” or “SEK” means the lawful money of the Kingdom of Sweden.

“Syndication Agents” means Bank of America, N.A. and Wells Fargo Bank, National Association.

“TARGET 2” means the second generation of the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET) payment system (or, if such payment system ceases to be operative, such other payment system (if any) determined by the Agent to be a suitable replacement).

“Taxes” means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax and penalties applicable thereto.

“Tranche” means a category of Commitments and extensions of credit thereunder. For purposes hereof, each of the following shall comprise a separate Tranche: (a) the Tranche One Commitments, the Tranche One Loans and the Tranche One Letters of Credit (“Tranche One”) and (b) the Tranche Two Commitments, the Tranche Two Loans and the Tranche Two Letters of Credit (“Tranche Two”).

“Tranche One” has the meaning set forth in the definition of the term “Tranche”.

“Tranche One Commitment” means, with respect to each Lender, the commitment, if any, of such Lender to make Tranche One Loans pursuant to Section 2.01(a) and to acquire participations in Tranche

One Letters of Credit hereunder, expressed as an amount representing the maximum aggregate amount of such Lender's Tranche One Credit Exposure hereunder, as such commitment may be reduced or increased from time to time pursuant to Section 2.07 or assignments by or to such Lender pursuant to Section 9.05. The initial amount of each Lender's Tranche One Commitment is set forth on Schedule 2.01, or in the Assignment and Assumption or the Accession Agreement pursuant to which such Lender shall have assumed or acquired its Tranche One Commitment, as the case may be. The aggregate amount of the Tranche One Commitments on the Closing Date is US\$[].

"Tranche One Credit Exposure" means, with respect to any Lender at any time, the aggregate amount of (a) the sum of the US Dollar Equivalents of such Lender's outstanding Tranche One Loans and (b) such Lender's Tranche One LC Exposure.

"Tranche One LC Disbursement" means a payment made by an Issuing Bank pursuant to a Tranche One Letter of Credit.

"Tranche One LC Exposure" means, at any time, (a) the sum of the US Dollar Equivalents of the undrawn amounts of all outstanding Tranche One Letters of Credit at such time plus (b) the sum of the US Dollar Equivalents of the amounts of all Tranche One LC Disbursements that have not yet been reimbursed by or on behalf of the applicable Borrowers at such time. The Tranche One LC Exposure of any Tranche One Lender at any time shall be its Tranche One Percentage of the total Tranche One LC Exposure at such time.

"Tranche One Lender" means a Lender with a Tranche One Commitment or a Tranche One Credit Exposure.

"Tranche One Letter of Credit" means a Letter of Credit issued under Section 2.04 and designated as a Tranche One Letter of Credit in the request therefor submitted by the applicable Borrower.

"Tranche One Loans" means Loans made by the Tranche One Lenders pursuant to Section 2.01(a).

"Tranche One Percentage" means, with respect to any Tranche One Lender at any time, the percentage of the aggregate Tranche One Commitments represented by such Tranche One Lender's Tranche One Commitment at such time; provided that if the Tranche One Commitments have expired or been terminated, the Tranche One Percentages shall be determined on the basis of the Tranche One Commitments most recently in effect, giving effect to any assignments.

"Tranche Percentage" means a Tranche One Percentage or a Tranche Two Percentage, as the case may be.

"Tranche Two" has the meaning set forth in the definition of the term "Tranche".

"Tranche Two Commitment" means, with respect to each Lender, the commitment, if any, of such Lender to make Tranche Two Loans pursuant to Section 2.01(b) and to acquire participations in Tranche Two Letters of Credit hereunder, expressed as an amount representing the maximum aggregate amount of such Lender's Tranche Two Credit Exposure hereunder, as such commitment may be reduced or increased from time to time pursuant to Section 2.07 or assignments by or to such Lender pursuant to Section 9.05. The initial amount of each Lender's Tranche Two Commitment is set forth on Schedule 2.01, or in the Assignment and Assumption or the Accession Agreement pursuant to which such Lender shall have assumed or acquired its Tranche Two Commitment, as the case may be. The aggregate amount of the Tranche Two Commitments on the Closing Date is US\$[].

“Tranche Two Credit Exposure” means, with respect to any Lender at any time, the aggregate amount of (a) the sum of the US Dollar Equivalents of such Lender’s outstanding Tranche Two Loans and (b) such Lender’s Tranche Two LC Exposure.

“Tranche Two LC Disbursement” means a payment made by an Issuing Bank pursuant to a Tranche Two Letter of Credit.

“Tranche Two LC Exposure” means, at any time, (a) the sum of the US Dollar Equivalents of the undrawn amounts of all outstanding Tranche Two Letters of Credit at such time plus (b) the sum of the US Dollar Equivalents of the amounts of all Tranche Two LC Disbursements that have not yet been reimbursed by or on behalf of the applicable Borrowers at such time. The Tranche Two LC Exposure of any Tranche Two Lender at any time shall be its Tranche Two Percentage of the total Tranche One LC Exposure at such time.

“Tranche Two Lender” means a Lender with a Tranche Two Commitment or a Tranche Two Credit Exposure.

“Tranche Two Letter of Credit” means a Letter of Credit issued under Section 2.04 and designated as a Tranche Two Letter of Credit in the request therefor submitted by the applicable Borrower.

“Tranche Two Percentage” means, with respect to any Tranche Two Lender at any time, the percentage of the aggregate Tranche Two Commitments represented by such Tranche Two Lender’s Tranche Two Commitment at such time; provided that if the Tranche Two Commitments have expired or been terminated, the Tranche Two Percentages shall be determined on the basis of the Tranche Two Commitments most recently in effect, giving effect to any assignments.

“Tranche Two Loans” means Loans made by the Tranche Two Lenders pursuant to Section 2.01(b).

“Type”, when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Adjusted LIBO Rate, the LIBO Rate, the EURIBO Rate, the CDO Rate, the STIBO Rate or the Alternate Base Rate.

“Unfunded Liabilities” means, with respect to any Plan at any time, the amount (if any) by which (a) the value of all benefit liabilities under such Plan, determined on a plan termination basis using the assumptions prescribed by the PBGC for purposes of Section 4044 of ERISA, exceeds (b) the fair market value of all Plan assets allocable to such liabilities under Title IV of ERISA (excluding any accrued but unpaid contributions), all determined as of the then most recent valuation date for such Plan, but only to the extent that such excess represents a potential liability of a member of the ERISA Group to the PBGC or any other Person under Title IV of ERISA.

“United States” means the United States of America, including the States and the District of Columbia, but excluding its territories and possessions.

“US Dollars” or “US\$” refers to lawful money of the United States of America.

“US Dollar Equivalent” means, on any date of determination, (a) with respect to any amount in US Dollars, such amount, and (b) with respect to any amount in any Designated Foreign Currency, the equivalent in US Dollars of such amount, determined by the Agent pursuant to Section 1.04 using the Exchange Rate with respect to such Designated Foreign Currency at the time in effect under the provisions of such Section.

“USA Patriot Act” means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001.

“WFNA” means Wells Fargo Bank, National Association.

SECTION 1.02 Accounting Terms and Determinations. Unless otherwise specified herein, all accounting terms used herein shall be interpreted, all accounting determinations hereunder shall be made, and all financial statements required to be delivered hereunder shall be prepared in accordance with GAAP as in effect from time to time, applied on a basis consistent (except for changes concurred in by the Company’s independent registered public accounting firm) with the most recent audited consolidated financial statements of the Company and its Consolidated Subsidiaries delivered to the Lenders; provided that, if the Company notifies the Agent that the Company wishes to amend any covenant in Article V to eliminate the effect of any change in GAAP on the operation of such covenant (or if the Agent notifies the Company that the Required Lenders wish to amend Article V for such purpose), then the Company’s compliance with such covenant shall be determined on the basis of GAAP in effect immediately before the relevant change in GAAP became effective, until either such notice is withdrawn or such covenant is amended in a manner satisfactory to the Company and the Required Lenders.

SECTION 1.03 Classification of Loans and Borrowings. For purposes of this Agreement, Loans and Borrowings may be classified and referred to by Type (e.g., a “LIBOR Loan” or “LIBOR Borrowing”).

SECTION 1.04 Currency Translation. The Agent shall determine the US Dollar Equivalent of any Borrowing denominated in a currency other than US Dollars as of the date of the commencement of the initial Interest Period therefor and as of the date of the commencement of each subsequent Interest Period therefor, in each case using the Exchange Rate for such currency in relation to US Dollars in effect on the date that is two Business Days prior to the date on which the applicable Interest Period shall commence, and each such amount shall, except as provided in the last two sentences of this Section, be the US Dollar Equivalent of such Borrowing until the next required calculation thereof pursuant to this sentence. The Agent shall determine the US Dollar Equivalent of any Letter of Credit denominated in a currency other than US Dollars as of the date such Letter of Credit is issued, amended to increase its face amount, extended or renewed and as of the last Business Day of each subsequent calendar quarter, in each case using the Exchange Rate for such currency in relation to US Dollars in effect on the date that is two Business Days prior to the date on which such Letter of Credit is issued, amended to increase its face amount, extended or renewed and as of the last Business Day of such subsequent calendar quarter, as the case may be, and each such amount shall, except as provided in the last two sentences of this Section, be the US Dollar Equivalent of such Letter of Credit until the next required calculation thereof pursuant to this sentence. The Agent shall notify the Company and the Lenders of each calculation of the US Dollar Equivalent of each Borrowing or Letter of Credit. Notwithstanding the foregoing, for purposes of any determination under Article V (other than Section 5.07) or Article VI or any determination under any other provision of this Agreement expressly requiring the use of a current exchange rate, all amounts incurred, outstanding or proposed to be incurred or outstanding in currencies other than US Dollars shall be translated into US Dollars at currency exchange rates in effect on the date of such determination. For purposes of Section 5.07, amounts in currencies other than US Dollars shall be translated into US Dollars at the currency exchange rates most recently used in preparing the Company’s annual and quarterly financial statements.

SECTION 1.05 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The word “will” shall be

construed to have the same meaning and effect as the word “shall”. The words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all real and personal, tangible and intangible assets and properties, including cash, securities, accounts and contract rights. The word “law” shall be construed as referring to all statutes, rules, regulations, codes and other laws (including official rulings and interpretations thereunder having the force of law or with which affected Persons customarily comply), and all judgments, orders, writs and decrees, of all Governmental Authorities. Unless the context requires otherwise, (a) any definition of or reference to any agreement, instrument or other document (including this Agreement and the other Loan Documents) shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any definition of or reference to any statute, rule or regulation shall be construed as referring thereto as from time to time amended, supplemented or otherwise modified (including by succession of comparable successor laws), (c) any reference herein to any Person shall be construed to include such Person’s successors and assigns (subject to any restrictions on assignment set forth herein) and, in the case of any Governmental Authority, any other Governmental Authority that shall have succeeded to any or all functions thereof, (d) the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof and (e) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement.

ARTICLE II

The Credits

SECTION 2.01 Commitments. (a) **Tranche One Commitments.** Subject to the terms and conditions set forth herein, each Tranche One Lender agrees to make Tranche One Loans denominated in US Dollars, Sterling, Euro, Canadian Dollars or Swedish Kronor to the Borrowers from time to time during the Availability Period in an aggregate principal amount at any time outstanding that will not result in (A) the aggregate Tranche One Credit Exposures exceeding the aggregate Tranche One Commitments or (B) the Tranche One Credit Exposure of any Lender exceeding its Tranche One Commitment. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrowers may borrow, prepay and reborrow Tranche One Loans.

(b) **Tranche Two Commitments.** Subject to the terms and conditions set forth herein, each Tranche Two Lender agrees to make Tranche Two Loans denominated in US Dollars, Sterling, Euro or Canadian Dollars to the Borrowers from time to time during the Availability Period in an aggregate principal amount at any time outstanding that will not result in (A) the aggregate Tranche Two Credit Exposures exceeding the aggregate Tranche Two Commitments or (B) the Tranche Two Credit Exposure of any Lender exceeding its Tranche Two Commitment. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrowers may borrow, prepay and reborrow Tranche Two Loans.

SECTION 2.02 Loans and Borrowings. (a) Each Tranche One Loan shall be made as part of a Tranche One Borrowing consisting of Tranche One Loans of the same Type and currency made by the Tranche One Lenders ratably in accordance with their respective Tranche One Commitments. Each Tranche Two Loan shall be made as part of a Tranche Two Borrowing consisting of Tranche Two Loans of the same Type and currency made by the Tranche Two Lenders ratably in accordance with their respective Tranche Two Commitments. The failure of any Lender to make any Loan required to be made by it shall not relieve

any other Lender of its obligations hereunder; provided that the Commitments of the Lenders are several and no Lender shall be responsible for any other Lender's failure to make Loans as required.

(b) Subject to Section 2.12, (i) each Borrowing denominated in US Dollars shall be comprised entirely of LIBOR Loans or ABR Loans, (ii) each Borrowing denominated in Euros shall be comprised entirely of EURIBOR Loans, (iii) each Borrowing denominated in Canadian Dollars shall be comprised entirely of CDOR Loans, (iii) each Borrowing denominated in Sterling or any Alternative Currency shall be comprised entirely of LIBOR Loans and (iv) each Borrowing denominated in Swedish Kronor shall be comprised entirely of STIBOR Loans. Each Lender at its option may make any Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan; provided that any exercise of such option shall not affect the obligation of the applicable Borrower to repay such Loan in accordance with the terms of this Agreement.

(c) At the commencement of each Interest Period for any LIBOR Borrowing, EURIBOR Borrowing, CDOR Borrowing or STIBOR Borrowing, such Borrowing shall be in an aggregate amount that is an integral multiple of the Borrowing Multiple and not less than the Borrowing Minimum. At the time that each ABR Borrowing is made, such Borrowing shall be in an aggregate amount that is an integral multiple of US\$1,000,000 and not less than US\$10,000,000; provided that an ABR Borrowing under any Tranche may be in an aggregate amount that is equal to the entire unused balance of the Commitments under such Tranche or that is required to finance the reimbursement of an LC Disbursement as contemplated by Section 2.04(f). Borrowings of more than one Type may be outstanding at the same time.

(d) Notwithstanding any other provision of this Agreement, no Borrower shall be entitled to request, or to elect to convert or continue, any Borrowing if the Interest Period requested with respect thereto would end after the Maturity Date.

SECTION 2.03 Requests for Borrowings. To request a Borrowing, the applicable Borrower or the Company on behalf of the applicable Borrowing Subsidiary shall deliver to the Agent a written Notice of Borrowing (in a form substantially as set forth in Exhibit H and signed by a Financial Officer of the Company) (a) in the case of a LIBOR Borrowing, a EURIBOR Borrowing, a CDOR Borrowing or a STIBOR Borrowing, not later than 12:00 noon, Local Time, three Business Days before the date of the proposed Borrowing and (b) in the case of an ABR Borrowing, not later than 1:00 p.m., Local Time, on the date of the proposed Borrowing. Each such Notice of Borrowing shall specify the following information in compliance with Section 2.02:

- (d) the Borrower requesting such Borrowing;
- (e) the Tranche under which such Borrowing is to be made;
- (f) the currency and the principal amount of such Borrowing;
- (g) the date of such Borrowing, which shall be a Business Day;
- (h) the Type of such Borrowing;

(i) in the case of a LIBOR Borrowing, a EURIBOR Borrowing, a CDOR Borrowing or a STIBOR Borrowing, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term "Interest Period"; and

(j) the Applicable Funding Account or, in the case of any ABR Borrowing to finance the reimbursement of an LC Disbursement as provided in Section 2.04(f), the identity of the Issuing Bank that made such LC Disbursement.

Any Notice of Borrowing that shall fail to specify any of the information required by the preceding provisions of this paragraph may be rejected by the Agent if such failure is not corrected promptly after the Agent shall give written notice thereof to the applicable Borrower and, if so rejected, will be of no force or effect. Promptly following receipt of a Notice of Borrowing in accordance with this Section, the Agent shall advise each Lender that will make a Loan as part of the requested Borrowing of the details thereof and of the amount of such Lender's Loan to be made as part of the requested Borrowing.

SECTION 2.04 Letters of Credit. (a) General. Subject to the terms and conditions set forth herein, any Borrower may request any Issuing Bank to issue (or to amend, renew or extend) Tranche One Letters of Credit or Tranche Two Letters of Credit denominated in US Dollars, any Designated Foreign Currency or any Agreed LC Currency, in each case for its own account, in a form reasonably acceptable to the Agent and the applicable Issuing Bank, at any time and from time to time during the Availability Period; provided that no Issuing Bank, other than JPMCB, BofA and WFNA, will be required to issue Letters of Credit denominated in any currency not set forth in such Issuing Bank's Issuing Bank Agreement. In the event of any inconsistency between the terms and conditions of this Agreement and the terms and conditions of any form of letter of credit application or other agreement submitted by a Borrower to, or entered into by a Borrower with, an Issuing Bank relating to any Letter of Credit, the terms and conditions of this Agreement shall control.

(b) Notice of Issuance, Amendment, Renewal, Extension; Certain Conditions. To request the issuance of a Letter of Credit (or the amendment, renewal or extension of an outstanding Letter of Credit, other than an automatic renewal permitted pursuant to paragraph (c) of this Section), a Borrower shall deliver (or transmit by electronic communication, if arrangements for doing so have been approved by the applicable Issuing Bank) to an Issuing Bank and the Agent, reasonably in advance of the requested date of issuance, amendment, renewal or extension, a notice requesting the issuance of a Letter of Credit, or identifying the Letter of Credit to be amended, renewed or extended, and specifying the date of issuance, amendment, renewal or extension (which shall be a Business Day), the date on which such Letter of Credit is to expire (which shall comply with paragraph (c) of this Section), the amount and currency of such Letter of Credit, the name and address of the beneficiary thereof, whether such Letter of Credit is to be a Tranche One Letter of Credit or a Tranche Two Letter of Credit and such other information as shall be necessary to enable the applicable Issuing Bank to prepare, amend, renew or extend such Letter of Credit. If requested by the applicable Issuing Bank, the Borrower also shall submit a letter of credit application on such Issuing Bank's standard form in connection with any request for a Letter of Credit. A Letter of Credit shall be issued, amended, renewed or extended only if (and upon issuance, amendment, renewal or extension of each Letter of Credit the Company shall be deemed to represent and warrant that), after giving effect to such issuance, amendment, renewal or extension (i) the LC Exposure shall not exceed US\$250,000,000, (ii) the amount of the LC Exposure attributable to Letters of Credit issued by the applicable Issuing Bank will not exceed the LC Commitment of such Issuing Bank, (iii) the aggregate Tranche One Credit Exposures shall not exceed the aggregate Tranche One Commitments, (iv) the Tranche One Credit Exposure of any Lender will not exceed its Tranche One Commitment, (v) the aggregate Tranche Two Credit Exposures shall not exceed the aggregate Tranche Two Commitments and (vi) the Tranche Two Credit Exposure of any Lender will not exceed its Tranche Two Commitment. No Issuing Bank shall be under any obligation to issue any Letter of Credit if (A) any order, judgment or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain such Issuing Bank from issuing such Letter of Credit, (B) any law applicable to such Issuing Bank or any request or directive (whether or not having the force of law) from any Governmental Authority with

jurisdiction over such Issuing Bank shall prohibit, or request that such Issuing Bank refrain from, the issuance of letters of credit generally or such Letter of Credit in particular or shall impose upon such Issuing Bank with respect to such Letter of Credit any restriction, reserve or capital requirement (for which such Issuing Bank is not otherwise compensated hereunder) not in effect on the Closing Date and which such Issuing Bank in good faith deems material, (C) shall impose upon such Issuing Bank any unreimbursed loss, cost or expense which was not applicable on the date of this Agreement and which such Issuing Bank in good faith deems material or (D) the issuance of such Letter of Credit would violate one or more policies of such Issuing Bank applicable to letters of credit generally. Each Issuing Bank agrees that it shall not permit any issuance, amendment, renewal or extension of a Letter of Credit to occur unless it shall have given to the Agent written notice thereof as contemplated in this Section.

(c) Expiration Date. Each Letter of Credit shall expire at or prior to the close of business on the earlier of (i) the date one year after the date of the issuance of such Letter of Credit (or, in the case of any renewal or extension thereof, one year after such renewal or extension) and (ii) the date that is five Business Days prior to the Maturity Date; provided that any Letter of Credit may contain customary automatic renewal provisions agreed upon by the Borrower and the applicable Issuing Bank pursuant to which the expiration date of such Letter of Credit shall automatically be extended for a period of up to 12 months (but not to a date later than the date set forth in clause (ii) above), subject to a right on the part of such Issuing Bank to prevent any such renewal from occurring pursuant to the terms of such Letter of Credit by giving notice to the beneficiary not less than 30 days in advance of such renewal.

(d) Participations. By the issuance of a Letter of Credit (or an amendment to a Letter of Credit increasing the amount thereof) and without any further action on the part of the applicable Issuing Bank or the Lenders, the applicable Issuing Bank hereby grants to each Tranche One Lender or Tranche Two Lender, as applicable, and each Tranche One Lender or Tranche Two Lender, as applicable, hereby acquires from such Issuing Bank, a participation in such Letter of Credit equal to such Lender's Tranche One Percentage or Tranche Two Percentage, as applicable, from time to time of the aggregate amount available to be drawn under such Letter of Credit. In consideration and in furtherance of the foregoing, each Tranche One Lender or Tranche Two Lender, as applicable, hereby absolutely and unconditionally agrees to pay to the Agent, for the account of such Issuing Bank, in the currency of the applicable Letter of Credit (or in US Dollars if (i) such Letter of Credit is a Tranche Two Letter of Credit and the currency of such Letter of Credit is Swedish Kronor or (ii) the currency of such Letter of Credit is an Agreed LC Currency), such Lender's Tranche One Percentage or Tranche Two Percentage, as applicable, of each LC Disbursement made by such Issuing Bank and not reimbursed by the applicable Borrower on the date due as provided in paragraph (f) of this Section, or of any reimbursement payment required to be refunded to the applicable Borrower for any reason. Each Lender acknowledges and agrees that its obligation to acquire participations pursuant to this paragraph in respect of Letters of Credit is absolute and unconditional and shall not be affected by any circumstance whatsoever, including any amendment, renewal or extension of any Letter of Credit, the occurrence and continuance of a Default, any reduction or termination of the Tranche One Commitments or Tranche Two Commitments or any force majeure or other event that under any rule of law or uniform practices to which any Letter of Credit is subject (including Section 3.14 of ISP 98 or any successor publication of the International Chamber of Commerce) permits a drawing to be made under such Letter of Credit after the expiration thereof or of the Tranche One Commitments or Tranche Two Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever.

(e) Disbursement Procedures. The applicable Issuing Bank shall, promptly following its receipt thereof, examine all documents purporting to represent a demand for payment under a Letter of Credit. Such Issuing Bank shall promptly notify the Agent and the applicable Borrower by telephone (confirmed by fax) of such demand for payment and whether such Issuing Bank has made or will make an LC Disbursement

thereunder; provided that any failure to give or delay in giving such notice shall not relieve the applicable Borrower of its obligation to reimburse such Issuing Bank and the Lenders with respect to any such LC Disbursement.

(f) Reimbursement. If an Issuing Bank shall make any LC Disbursement in respect of a Letter of Credit, the applicable Borrower shall reimburse such LC Disbursement by paying to the Agent an amount equal to such LC Disbursement, in the currency of such LC Disbursement, not later than (i) if the Borrower shall have received notice of such LC Disbursement prior to 10:00 a.m., New York City time, on any Business Day, then 1:30 p.m., New York City time, on such Business Day or (ii) otherwise, 1:30 p.m., New York City time, on the Business Day immediately following the day that the Borrower receives such notice; provided that the Borrower may, subject to the conditions to borrowing set forth herein, request in accordance with Section 2.03 that such payment be financed with (A) in the case of an LC Disbursement in US Dollars, an ABR Borrowing under Section 2.01 in an equivalent amount and (b) in the case of an LC Disbursement in a currency other than US Dollars, an ABR Borrowing under Section 2.01 in an amount determined by the applicable Issuing Bank to be sufficient, based on current Exchange Rates, to enable it to purchase an amount of such currency equal to the amount of such LC Disbursement, and, to the extent so financed, the Borrower's obligation to make such payment shall be discharged and replaced by the resulting ABR Borrowing. If such Borrower fails to make such payment when due then, upon notice from the applicable Issuing Bank to such Borrower and the Agent, (i) if (A) such Letter of Credit is a Tranche Two Letter of Credit and the currency of such Letter of Credit is Swedish Kronor or (B) the currency of such Letter of Credit is an Agreed LC Currency, the Company's obligation to reimburse such LC Disbursement shall be converted into an obligation in US Dollars in such amount as the applicable Issuing Bank shall determine would be required, based on current Exchange Rates, to enable it to purchase an amount of such currency equal to the amount of such LC Disbursement, and (ii) the Agent shall notify each Tranche One Lender or Tranche Two Lender, as applicable, of the applicable LC Disbursement, the amount and currency of the payment then due from the applicable Borrower in respect thereof and such Lender's Tranche One Percentage or Tranche Two Percentage thereof. Promptly following receipt of such notice, each applicable Lender shall pay to the Agent its Tranche One Percentage or Tranche Two Percentage, as applicable, of the payment then due from the Borrower, in the same manner as provided in Section 2.05 with respect to Loans made by such Tranche One Lender or Tranche Two Lender, as applicable (and Section 2.05 shall apply, mutatis mutandis, to the payment obligations of the applicable Lenders), and the Agent shall promptly pay to such Issuing Bank the amounts so received by it from the Tranche One Lenders or Tranche Two Lenders, as applicable. Promptly following receipt by the Agent of any payment from the Borrower pursuant to this paragraph, the Agent shall distribute such payment to such Issuing Bank or, to the extent that Tranche One Lenders or Tranche Two Lenders have made payments pursuant to this paragraph to reimburse such Issuing Bank, then to such Tranche One Lenders or Tranche Two Lenders and such Issuing Bank as their interests may appear. Any payment made by a Lender pursuant to this paragraph to reimburse such Issuing Bank for any LC Disbursement (other than the funding of ABR Loans as contemplated above) shall not constitute a Loan and shall not relieve the applicable Borrower of its obligation to reimburse such LC Disbursement.

(g) Obligations Absolute. Each Borrower's obligation to reimburse LC Disbursements as provided in paragraph (f) of this Section shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever and irrespective of (i) any lack of validity or enforceability of any Letter of Credit or this Agreement or any term or provision therein, (ii) any draft or other document presented under a Letter of Credit proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect, (iii) payment by the applicable Issuing Bank under a Letter of Credit against presentation of a draft or other document that does not comply with the terms of such Letter of Credit, (iv) any force majeure or other event that under any rule of law or uniform practices to which any Letter of Credit is subject (including Section

3.14 of ISP 98 or any successor publication of the International Chamber of Commerce) permits a drawing to be made under such Letter of Credit after the stated expiration date thereof or of the Commitments or (v) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section, constitute a legal or equitable discharge of, or provide a right of setoff against, the applicable Borrower's obligations hereunder. None of the Agent, the Lenders, any Issuing Bank or any of their Related Parties shall have any liability or responsibility by reason of or in connection with the issuance or transfer of any Letter of Credit or any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to in the preceding sentence), or any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Letter of Credit (including any document required to make a drawing thereunder), any error in interpretation of technical terms or any consequence arising from causes beyond the control of such Issuing Bank; provided that nothing in this Section shall be construed to excuse an Issuing Bank from liability to the applicable Borrower to the extent of any direct damages (as opposed to special, indirect, consequential or punitive damages, claims in respect of which are hereby waived by each Borrower to the extent permitted by applicable law) suffered by such Borrower that are caused by such Issuing Bank's failure to exercise care when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof. The parties hereto expressly agree that, in the absence of gross negligence or willful misconduct on the part of an Issuing Bank (as determined by a final non-appealable judgment of a court of competent jurisdiction), such Issuing Bank shall be deemed to have exercised care in each such determination. In furtherance of the foregoing and without limiting the generality thereof, the parties agree that, with respect to documents presented which appear on their face to be in substantial compliance with the terms of a Letter of Credit, an Issuing Bank may, in its sole discretion, either accept and make payment upon such documents without responsibility for further investigation, regardless of any notice or information to the contrary, or refuse to accept and make payment upon such documents if such documents are not in strict compliance with the terms of such Letter of Credit.

(h) Interim Interest. If an Issuing Bank shall make any LC Disbursement, then, unless the applicable Borrower shall reimburse such LC Disbursement in full on the date such LC Disbursement is made, the unpaid amount thereof shall bear interest, for each day from and including the date such LC Disbursement is made to but excluding the date that such Borrower reimburses such LC Disbursement at (i) in the case of any LC Disbursement denominated in US Dollars, the rate per annum then applicable to ABR Loans denominated in US Dollars and made to the Company and (ii) in the case of any LC Disbursement denominated in any other currency, a rate per annum determined by the applicable Issuing Bank (which determination will be conclusive absent manifest error) to represent its cost of funds plus the Applicable Rate used to determine interest applicable to LIBOR Loans; provided that, if such Borrower fails to reimburse such LC Disbursement when due pursuant to paragraph (f) of this Section, then Section 2.11(f) shall apply. Interest accrued pursuant to this paragraph shall be for the account of the applicable Issuing Bank, except that interest accrued on and after the date of payment by any Lender pursuant to paragraph (f) of this Section to reimburse such Issuing Bank shall be for the account of such Lender to the extent of such payment, and shall be payable on demand or, if no demand has been made, on the date on which the applicable Borrower reimburses the applicable LC Disbursement in full.

(i) Cash Collateralization. If any Event of Default shall occur and be continuing, on the Business Day that the Company receives notice from the Agent or the Required Lenders (or, if the maturity of the Loans has been accelerated, Lenders with LC Exposures representing more than 50% of the aggregate amount of the LC Exposures) demanding the deposit of cash collateral pursuant to this paragraph, each applicable Borrower shall deposit ("Cash Collateralize") in respect of each outstanding Letter of Credit issued for such Borrower's account, in an account with the Agent, in the name of the Agent and for the benefit of the Lenders, as applicable, and the applicable Issuing Bank, an amount in cash and in the currency of such

Letter of Credit equal to the portion of the LC Exposure attributable to such Letter of Credit as of such date plus any accrued and unpaid interest thereon; provided that the obligation to Cash Collateralize shall become effective immediately, and such deposit shall become immediately due and payable, without demand or other notice of any kind, upon the occurrence of any Event of Default with respect to the Company or any Borrower described in clause (g) or (h) of Article VI. Each such deposit shall be held by the Agent as collateral for the payment and performance of the obligations of the Borrowers under this Agreement. The Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over such account. Other than any interest earned on the investment of such deposits, which investments shall be made at the option and sole discretion of the Agent and at the Borrowers' risk and expense, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in such account. Monies in such account shall be applied by the Agent to reimburse the applicable Issuing Banks for LC Disbursements for which they have not been reimbursed and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of the Borrowers for the LC Exposure at such time or, if the maturity of the Loans has been accelerated (but subject to the consent of Lenders with LC Exposures representing more than 50% of the aggregate LC Exposures), be applied to satisfy other obligations of the Borrowers under the Loan Documents. If the Borrowers are required to provide cash collateral hereunder as a result of the occurrence of an Event of Default, such cash collateral (to the extent not applied as aforesaid) shall be returned to the Borrowers within three Business Days after all Events of Default have been cured or waived.

(j) Designation of Additional Issuing Banks. From time to time, the Company may by notice to the Agent and the Lenders designate as additional Issuing Banks one or more Lenders that agree to serve in such capacity as provided below. The acceptance by a Lender of any appointment as an Issuing Bank hereunder shall be evidenced by an agreement (an "Issuing Bank Agreement"), which shall be in a form satisfactory to the Company and the Agent, shall set forth the LC Commitment of such Lender and shall be executed by such Lender, the Company and the Agent and, from and after the effective date of such agreement, (i) such Lender shall have all the rights and obligations of an Issuing Bank under this Agreement and the other Loan Documents and (ii) references herein and in the other Loan Documents to the term "Issuing Bank" shall be deemed to include such Lender in its capacity as an Issuing Bank. The Issuing Bank Agreement of any Issuing Bank may limit the currencies in which and the Borrowers for the accounts of which such Issuing Bank will issue Letters of Credit, and any such limitations will, as to such Issuing Bank, be deemed to be incorporated in this Agreement.

(k) Replacement of an Issuing Bank. An Issuing Bank may be replaced at any time by written agreement among the Company, the Agent, the replaced Issuing Bank and the successor Issuing Bank. The Agent shall notify the Lenders of any such replacement of an Issuing Bank. At the time any such replacement shall become effective, the Company shall pay all unpaid fees accrued for the account of the replaced Issuing Bank pursuant to Section 2.10(b). From and after the effective date of any such replacement, the successor Issuing Bank shall have all the rights and obligations of an Issuing Bank under this Agreement with respect to Letters of Credit to be issued thereafter and references herein to the term "Issuing Bank" shall be deemed to refer to such successor or to any previous Issuing Bank, as the context shall require. After the replacement of an Issuing Bank hereunder, the replaced Issuing Bank shall remain a party hereto and shall continue to have all the rights and obligations of an Issuing Bank under this Agreement with respect to Letters of Credit issued by it prior to such replacement, but shall not be required to issue additional Letters of Credit.

(l) Issuing Bank Reports. Unless otherwise agreed by the Agent, each Issuing Bank shall report in writing to the Agent (i) on or prior to each Business Day on which such Issuing Bank issues, amends, renews or extends any Letter of Credit, the date of such issuance, amendment, renewal or extension, and the currencies and face amounts of the Letters of Credit issued, amended, renewed or extended by it and outstanding after giving effect to such issuance, amendment, renewal or extension (and whether the amounts

thereof shall have changed), it being understood that such Issuing Bank shall not effect any issuance, renewal, extension or amendment resulting in an increase in the aggregate amount of the Letters of Credit issued by it without first obtaining written confirmation from the Agent that such increase is then permitted under this Agreement, (ii) on each Business Day on which such Issuing Bank makes any LC Disbursement, the date, currency and amount of such LC Disbursement, (iii) on any Business Day on which the applicable Borrower fails to reimburse an LC Disbursement required to be reimbursed to such Issuing Bank on such day, the date of such failure and the currency and amount of such LC Disbursement and (iv) on any other Business Day, such other information as the Agent shall reasonably request as to the Letters of Credit issued by such Issuing Bank.

SECTION 2.05 Funding of Borrowings. (a) Each Lender shall make each Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds in the applicable currency by the later of 2:00 p.m., Local Time and two hours after the delivery by the applicable Borrower of the related Notice of Borrowing, to the account of the Agent most recently designated by the Agent for such purpose by notice to the Lenders. The Agent will make such Loan proceeds available to the applicable Borrower by promptly crediting the amounts so received, in like funds, to the Applicable Funding Account of such Borrower; provided that ABR Loans made to finance the reimbursement of an LC Disbursement as provided in Section 2.04(f) shall be remitted by the Agent to the applicable Issuing Bank.

(b) Unless the Agent shall have received notice from a Lender prior to the proposed date of any Borrowing that such Lender will not make available to the Agent such Lender's share of such Borrowing, the Agent may assume that such Lender has made such share available on such date in accordance with paragraph (a) of this Section and may, in reliance upon such assumption, make available to the applicable Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Agent, then the applicable Lender and such Borrower severally agree to pay to the Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to such Borrower to but excluding the date of payment to the Agent, at (i) in the case of such Lender, the rate reasonably determined by the Agent to be the cost to it of funding such amount or (ii) in the case of such Borrower, the interest rate applicable to the subject Loan.

SECTION 2.06 Interest Elections. (a) Each Borrowing initially shall be of the permitted Type specified in the applicable Notice of Borrowing and, in the case of a LIBOR Borrowing, EURIBOR Borrowing, CDOR Borrowing or STIBOR Borrowing, shall have an initial Interest Period as specified in such Notice of Borrowing. Thereafter, the applicable Borrower may elect to convert such Borrowing to a Borrowing of a different Type or, in the case of a LIBOR Borrowing, EURIBOR Borrowing, CDOR Borrowing or STIBOR Borrowing, may elect Interest Periods therefor, all as provided in this Section and on terms consistent with the other provisions of this Agreement. A Borrower may elect different options with respect to different portions of an affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans resulting from an election made with respect to any such portion shall be considered a separate Borrowing.

(b) To make an election pursuant to this Section, a Borrower shall notify the Agent of such election by telephone by the time and date that a Notice of Borrowing would be required under Section 2.03 if such Borrower were requesting a Borrowing of the Type and in the currency resulting from such election to be made on the effective date of such election. Each such notice shall be irrevocable and shall be confirmed promptly by delivery to the Agent of a written Interest Election Request in a form approved by the Agent and signed by a Financial Officer on behalf of the applicable Borrower. Notwithstanding any other provision of this Section, a Borrower shall not be permitted to (i) change the currency of any Borrowing, (ii) elect an Interest Period that does not comply with Section 2.02(d) or (iii) convert any Borrowing to a

Borrowing not available to such Borrower under the Class of Commitments pursuant to which such Borrowing was made.

(c) Each telephonic Interest Election Request shall specify the following information in compliance with Section 2.02:

(i) the Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to clauses (iii) and (iv) below shall be specified for each resulting Borrowing);

(ii) the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day;

(iii) the currency and Type of the resulting Borrowing; and

(iv) if the resulting Borrowing is to be a LIBOR Borrowing, EURIBOR Borrowing, CDOR Borrowing or STIBOR Borrowing, the Interest Period to be applicable thereto after giving effect to such election, which shall be a period contemplated by the definition of the term "Interest Period".

If any such Interest Election Request requests a LIBOR Borrowing, EURIBOR Borrowing, CDOR Borrowing or STIBOR Borrowing but does not specify an Interest Period, then the Borrower shall be deemed to have selected an Interest Period of one month's duration.

(d) Promptly following receipt of an Interest Election Request, the Agent shall advise each affected Lender of the details thereof and of such Lender's portion of each resulting Borrowing.

(e) If the applicable Borrower fails to deliver a timely Interest Election Request with respect to a LIBOR Borrowing, EURIBOR Borrowing, CDOR Borrowing or STIBOR Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is prepaid as provided herein, at the end of such Interest Period such Borrowing shall be continued as a Borrowing of the same Type with an Interest Period of one month's duration.

(f) Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing and the Agent, at the request of the Required Lenders, so notifies the Borrower, then, so long as an Event of Default is continuing then, if the Required Lenders shall so request in a notice delivered to the Company and the Agent, no outstanding Borrowing denominated in US Dollars may be converted to or continued as a LIBOR Borrowing.

SECTION 2.07 Termination and Reduction and Increase in Commitments. (a) Unless previously terminated, the Commitments shall terminate on the Maturity Date.

(b) The Company may at any time terminate, or from time to time reduce, the Commitments (ratably as between the Tranches); provided that (i) each reduction of the Commitments shall be in an amount that is an integral multiple of the Borrowing Multiple and not less than the Borrowing Minimum, in each case for Borrowings denominated in US Dollars and (ii) the Company shall not terminate or reduce the Commitments if, after giving effect to such termination or reduction and to any concurrent payment or prepayment of Loans or LC Disbursements, the aggregate Credit Exposures under either Tranche would exceed the aggregate Commitments of such Tranche.

(c) The Company shall notify the Agent of any election to terminate or reduce the Commitments under paragraph (b) of this Section at least two Business Days prior to the effective date of such termination or reduction, specifying such election and the effective date thereof. Promptly following receipt of any such notice, the Agent shall advise the Lenders of the contents thereof. Each notice delivered by the Company pursuant to this Section shall be irrevocable; provided that a notice of termination of the Commitments may state that such notice is conditioned upon the effectiveness of other credit facilities, in which case such notice may be revoked or extended by the Company (by notice to the Agent on or prior to the specified effective date) if such condition is not satisfied or the effectiveness of such other credit facilities is delayed. Any termination or reduction of the Commitments shall be permanent. Each reduction of the Commitments of a Tranche shall be made ratably among the applicable Lenders in accordance with their Commitments of such Tranche.

(d) The Company may at any time and from time to time, by written notice to the Agent (which shall promptly deliver a copy to the applicable Lenders) executed by the Company and one or more financial institutions (any such financial institution referred to in this Section being called an “Increasing Lender”), which may include any Lender, cause new Tranche One Commitments or Tranche Two Commitments to be extended by the Increasing Lenders (or cause the existing Tranche One Commitments or Tranche Two Commitments of the Increasing Lenders to be increased, as the case may be) in an amount for each Increasing Lender set forth in such notice; provided that the new Commitments and increases in existing Commitments under this paragraph shall not result in the aggregate Commitments exceeding US\$1,500,000,000, and each increase shall be in an aggregate amount not be less than US\$10,000,000 and an integral multiple of US\$1,000,000, (ii) each Increasing Lender, if not already a Lender hereunder, shall be subject to the approval of the Agent and each Issuing Bank (which approval shall not be unreasonably withheld) and (iii) each Increasing Lender, if not already a Lender hereunder, shall become a party to this Agreement by completing and delivering to the Agent a duly executed accession agreement in a form satisfactory to the Agent and the Company (an “Accession Agreement”). New Commitments and increases in Commitments shall become effective on the date specified in the applicable notices delivered pursuant to this paragraph. Upon the effectiveness of any Accession Agreement to which any Increasing Lender is a party, such Increasing Lender shall thereafter be deemed to be a party to this Agreement and shall be entitled to all rights, benefits and privileges accorded a Lender hereunder and subject to all obligations of a Lender hereunder. Notwithstanding the foregoing, no increase in the Commitments (or in the Commitment of any Lender) shall become effective under this paragraph unless, on the date of such increase, the Agent shall have received a certificate, dated as of the effective date of such increase and executed by a Financial Officer of the Company, to the effect that the conditions set forth in clauses (b) and (c) of Section 4.02 shall be satisfied (with all references in such clauses to a Borrowing being deemed to be references to such increase and without giving effect to the parenthetical in such clause (b)). Following any extension of a new Commitment or increase of a Lender’s Commitment pursuant to this Section 2.07, any Loans of the applicable Tranche outstanding prior to the effectiveness of such extension or increase shall remain outstanding until the ends of the respective Interest Periods applicable thereto, and shall then be repaid or refinanced with new Loans made pursuant to Section 2.01 ratably in accordance with the respective Commitments of the Lenders under such Tranche.

SECTION 2.08 Repayment of Loans; Evidence of Debt. (a) Each Borrower hereby unconditionally promises to pay to the Agent for the account of each applicable Lender the then unpaid principal amount of each Loan of such Borrower on the Maturity Date in the currency of such Loan.

(b) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the Debt of each Borrower to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(c) The Agent shall maintain accounts in which it shall record (i) the currency and amount of each Loan made hereunder, the Class and Type of each such Loan and, in the case of any LIBOR, EURIBOR, CDOR or STIBOR Loan, the Interest Period applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from each Borrower to each Lender hereunder and (iii) the amount of any sum received by the Agent hereunder for the account of the Lenders or any of them and each Lender's share thereof.

(d) The entries made in the accounts maintained pursuant to paragraph (b) or (c) of this Section shall be prima facie evidence of the existence and amounts of the Obligations recorded therein; provided that the failure of any Lender or the Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of any Borrower to repay the Loans in accordance with the terms of this Agreement.

(e) Any Lender may request that Loans of any Class made by it to any Borrower be evidenced by a promissory note. In such event, the applicable Borrower shall prepare, execute and deliver to such Lender a promissory note payable to such Lender (or, if requested by such Lender, to such Lender and its registered assigns) and in the form of Exhibit E hereto. Thereafter, the Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 9.05) be represented by one or more promissory notes in such form payable to the payee named therein (or to such payee and its registered assigns).

SECTION 2.09. Prepayment of Loans. (a) Any Borrower shall have the right at any time and from time to time to prepay any Borrowing of such Borrower, in whole or in part, subject to prior notice in accordance with paragraph (d) of this Section.

(b) If the aggregate Credit Exposures under any Tranche shall at any time exceed 105% of the aggregate Commitments under such Tranche, then the applicable Borrowers shall, not later than the three Business Days thereafter, prepay one or more Borrowings under such Tranche in an aggregate principal amount sufficient to eliminate such excess.

(c) Prior to any optional or mandatory prepayment of Borrowings hereunder, the applicable Borrower shall select the Borrowing or Borrowings to be prepaid and shall specify such selection in the notice of such prepayment pursuant to paragraph (d) of this Section.

(d) The applicable Borrower shall notify the Agent by a fax notice signed by a Financial Officer on behalf of the applicable Borrower of any prepayment of a Borrowing hereunder (i) in the case of a Borrowing denominated in US Dollars, not later than 12:00 noon, Local Time, on the date of such prepayment, and (ii) in the case of a Borrowing denominated in any other currency, not later than 11:00 a.m., Local Time, on the date of such prepayment. Each such notice shall be irrevocable and shall specify the prepayment date and the principal amount of each Borrowing or portion thereof to be prepaid; provided that, if a notice of optional prepayment is given in connection with a conditional notice of termination of the Commitments as contemplated by Section 2.07(c), then such notice of prepayment may be revoked or extended if such notice of termination is revoked or extended in accordance with Section 2.07(c). Promptly following receipt of any such notice, the Agent shall advise the applicable Lenders of the contents thereof. Each partial prepayment of any Borrowing shall be in an amount that would be permitted in the case of an

advance of a Borrowing of the same Type and in the same currency as provided in Section 2.02. Each prepayment of a Borrowing shall be applied ratably to the Loans included in the prepaid Borrowing.

SECTION 2.10. Fees. (a) The Company agrees to pay to the Agent, in US Dollars, for the account of each Lender, a facility fee, which shall accrue at the Applicable Rate on the daily amount of each Commitment of such Lender, whether used or unused, during the period from and including the Closing Date to but excluding the date on which such Commitment terminates; provided that, if any Lender continues to have any Credit Exposure under any Tranche after its Commitment of such Tranche terminates, then such facility fee shall continue to accrue on the daily amount of such Lender's Credit Exposure under such Tranche from and including the date on which such Commitment terminates to but excluding the date on which such Lender ceases to have any Credit Exposure under such Tranche. Accrued facility fees shall be payable in arrears on the last day of March, June, September and December of each year, commencing on the first such date to occur after the Closing Date and, with respect to the Commitments of any Tranche, on the date on which the Commitments of such Tranche shall terminate; provided that any facility fees accruing on the Credit Exposure under any Tranche after the date on which the Commitments of such Tranche terminate shall be payable on demand. All facility fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(b) The Company agrees to pay (i) to the Agent, in US Dollars for the account of each Tranche One Lender or each Tranche Two Lender, as applicable, a participation fee with respect to its participations in Letters of Credit, which shall accrue at the Applicable Rate used to determine the interest rate applicable to LIBOR Loans, on the daily amount of such Lender's LC Exposure (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the Closing Date to but excluding the later of the date on which such Lender's applicable Commitment terminates and the date on which such Lender ceases to have any LC Exposure and (ii) to each Issuing Bank a fronting fee, which shall accrue at a rate per annum separately agreed upon between the Company and the applicable Issuing Bank on the portion of the daily amount of the LC Exposure (excluding any portion thereof attributable to unreimbursed LC Disbursements) attributable to Letters of Credit issued by such Issuing Bank during the period from and including the Closing Date to but excluding the later of the date of termination of the Commitments and the date on which there ceases to be any LC Exposure, as well as each Issuing Bank's standard fees with respect to the issuance, amendment, renewal or extension of any Letter of Credit or processing of drawings thereunder. Participation fees and fronting fees accrued or becoming payable in respect of Letters of Credit through and including the last day of March, June, September and December of each year shall be payable on the third Business Day following such last day, commencing on the first such date to occur after the Closing Date; provided that all such fees shall be payable on the date on which the Commitments terminate and any such fees accruing after the date on which the Commitments terminate shall be payable on demand. Any other fees payable to the Issuing Banks pursuant to this paragraph shall be payable within 10 days after demand. All participation fees and fronting fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(c) The Company agrees to pay to the Agent and to the Arrangers, for its own account, fees payable in the amounts and at the times separately agreed upon between the Company, the Agent and the Arrangers.

(d) All fees payable hereunder shall be paid on the dates due, in immediately available funds, to the Agent or to the Issuing Banks (in the case of fees payable to them) for distribution (i) in the case of facility fees, to the Lenders and (ii) in the case of the participation fees, to the Tranche One Lenders or Tranche Two Lenders, as applicable. Fees paid shall not be refundable under any circumstances.

SECTION 2.11. Interest. (a) The Loans comprising each ABR Borrowing shall bear interest at the Alternate Base Rate plus the Applicable Rate.

(b) The Loans comprising each LIBOR Borrowing shall bear interest at (i) in the case of a Borrowing denominated in US Dollars, the Adjusted LIBO Rate and (ii) in the case of a Borrowing denominated in a currency other than US Dollars, the LIBO Rate, in each case for the Interest Period in effect for such Borrowing, plus the Applicable Rate.

(c) The Loans comprising each EURIBOR Borrowing shall bear interest at the EURIBO Rate for the Interest Period in effect for such Borrowing plus the Applicable Rate.

(d) The Loans comprising each CDOR Borrowing shall bear interest at the CDO Rate for the Interest Period in effect for such Borrowing plus the Applicable Rate.

(e) The Loans comprising each STIBOR Borrowing shall bear interest at the STIBO Rate for the Interest Period in effect for such Borrowing plus the Applicable Rate.

(f) Notwithstanding the foregoing, if any principal of or interest on any Loan, B/A or LC Disbursement, any fee or other amount payable by any Borrower hereunder is not paid when due, whether at stated maturity, upon acceleration or otherwise, such overdue amount shall bear interest, after as well as before judgment, at a rate per annum equal to (i) in the case of overdue principal of any Loan or LC Disbursement, 2% plus the interest rate otherwise applicable to such Loan or LC Disbursement as provided in the preceding paragraphs of this Section or in Section 2.04 or (ii) in the case of any other amount, 2% plus the rate applicable to ABR Loans made to the Company as provided in paragraph (a) of this Section.

(g) Accrued interest on each Loan under any Tranche shall be payable in arrears on each Interest Payment Date for such Loan and upon the termination of the Commitments of such Tranche; provided that (i) interest accrued pursuant to paragraph (f) of this Section shall be payable on demand, (ii) in the event of any repayment or prepayment of any Loan (other than a prepayment of an ABR Loan prior to the end of the Availability Period), accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment and (iii) in the event of any conversion of any LIBOR Loan, EURIBOR Loan, CDOR Loan or STIBOR Loan prior to the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion. All interest shall be payable in the currency in which the applicable Loan is denominated.

(h) All interest hereunder shall be computed on the basis of a year of 360 days, except that (i) interest on Borrowings denominated in Sterling, (ii) interest computed by reference to the Alternate Base Rate at times when the Alternate Base Rate is based on the Prime Rate shall each be computed on the basis of a year of 365 days (or, in the case of ABR Borrowings, 366 days in a leap year), and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day). The applicable Adjusted LIBO Rate, LIBO Rate, EURIBO Rate, CDO Rate, STIBO Rate or Alternate Base Rate shall be determined by the Agent, and such determination shall be conclusive absent manifest error.

SECTION 2.12. Alternate Rate of Interest. If prior to the commencement of any Interest Period for a LIBOR Borrowing, a EURIBOR Borrowing, a CDOR Borrowing or a STIBOR Borrowing:

(a) the Agent determines (which determination shall be conclusive absent manifest error) that adequate and reasonable means do not exist for ascertaining the Adjusted LIBO Rate, LIBO Rate, the EURIBO Rate, the CDO Rate or the STIBO Rate, as the case may be, for such Interest Period; or

(b) the Agent is advised by a majority in interest of the Lenders that would make Loans as part of such Borrowing that the Adjusted LIBO Rate, LIBO Rate, the EURIBO Rate, the CDO Rate or the STIBO Rate, as the case may be, for such Interest Period will not adequately and fairly reflect the cost to such Lenders of making or maintaining the Loans included in such Borrowing for such Interest Period;

then the Agent shall give notice thereof to the Company and the applicable Lenders by telephone or fax as promptly as practicable thereafter and, until the Agent notifies the Company and the applicable Lenders that the circumstances giving rise to such notice no longer exist, (i) any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, an affected LIBOR Borrowing, EURIBOR Borrowing, CDOR Borrowing or STIBOR Borrowing, as the case may be, shall be ineffective, (ii) any affected LIBOR Borrowing, EURIBOR Borrowing, CDOR Borrowing or STIBOR Borrowing that is requested to be continued shall (A) if denominated in US Dollars, be continued as an ABR Borrowing, or (B) otherwise, be repaid on the last day of the then current Interest Period applicable thereto and (iii) any Notice of Borrowing for an affected LIBOR Borrowing, EURIBOR Borrowing, CDOR Borrowing or STIBOR Borrowing shall (A) if denominated in US Dollars, be deemed a request for an ABR Borrowing, or (B) otherwise, be ineffective.

SECTION 2.13. Increased Costs. (a) If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender (except any such reserve requirement reflected in the Adjusted LIBO Rate) or Issuing Bank;

(ii) impose on any Lender or Issuing Bank or the London or European interbank market or other Relevant Interbank Market any other condition, cost or expense (other than Taxes) affecting this Agreement or Loans made by such Lender or any Letter of Credit or participation therein; or

(iii) subject any Recipient to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of the term "Excluded Taxes" and (C) Connection Income Taxes) on its loans, loan principal, letters of credit, commitments or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto;

and the result of any of the foregoing shall be to increase the cost to such Lender or other Recipient of making, converting to, continuing or maintaining any Loan or of maintaining its obligation to make any such Loan, or to increase the cost to such Lender, Issuing Bank or other Recipient of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or to issue any Letter of Credit), or to reduce the amount of any sum received or receivable by such Lender, Issuing Bank or other Recipient hereunder (whether of principal, interest or any other amount) then, from time to time upon request of such Lender, Issuing Bank or other Recipient, the Company will pay or cause to be paid to such Lender, Issuing Bank or other Recipient, as the case may be, such additional amount or amounts as will compensate such Lender, Issuing Bank or other Recipient, as the case may be, for such additional costs or expenses incurred or reduction suffered.

(b) If any Lender or Issuing Bank determines that any Change in Law affecting such Lender or Issuing Bank or any lending office of such Lender or such Lender's or Issuing Bank's holding company, if any, regarding capital or liquidity requirements has had or would have the effect of reducing the

rate of return on such Lender's or Issuing Bank's capital or on the capital of such Lender's or Issuing Bank's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by, or participations in Letters of Credit held by, such Lender, or the Letters of Credit issued by such Issuing Bank, to a level below that which such Lender or Issuing Bank or such Lender's or Issuing Bank's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or Issuing Bank's policies and the policies of such Lender's or Issuing Bank's holding company with respect to capital adequacy or liquidity), then, from time to time upon request of such Lender or Issuing Bank, the Company will pay or cause to be paid to such Lender or Issuing Bank, as the case may be, such additional amount or amounts as will compensate such Lender or Issuing Bank or such Lender's or Issuing Bank's holding company for any such reduction suffered.

(c) A certificate of a Lender or other Recipient setting forth the amount or amounts necessary to compensate such Lender or other Recipient or its holding company, as the case may be, as specified in paragraph (a) or (b) of this Section delivered to the Company shall be conclusive absent manifest error. In determining such amount or amounts, such Lender or other Recipient may use any reasonable averaging and attribution methods. Any such certificate shall contain a statement as to the calculation of such amount or amounts; provided that such Lender shall not be required to disclose any information it considers, in its sole discretion, to be confidential. The Company will pay or cause to be paid to such Lender or Issuing Bank, as the case may be, the amount shown as due on any such certificate within 30 days after receipt thereof.

(d) Failure or delay on the part of any Lender or other Recipient to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's or other Recipient's right to demand such compensation; provided that the Company shall not be required to compensate a Lender or other Recipient pursuant to this Section for any increased costs or expenses incurred or reductions suffered more than 180 days prior to the date that such Lender or other Recipient, as the case may be, notifies the Company of the Change in Law giving rise to such increased costs or expenses or reductions and of such Lender's or other Recipient's intention to claim compensation therefor; provided further that, if the Change in Law giving rise to such increased costs or expenses or reductions is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof.

SECTION 2.14. Break Funding Payments. In the event of (a) the payment of any principal of any LIBOR Loan, EURIBOR Loan, CDOR Loan or STIBOR Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default), (b) the conversion of any LIBOR Loan, EURIBOR Loan, CDOR Loan or STIBOR Loan other than on the last day of the Interest Period applicable thereto, (c) the failure to borrow, convert, continue or prepay any LIBOR Loan, EURIBOR Loan, CDOR Loan or STIBOR Loan on the date specified in any notice delivered pursuant hereto (regardless of whether any such notice may be revoked or extended under Section 2.09(d) and is revoked or extended in accordance therewith) or (d) the assignment of any LIBOR Loan, EURIBOR Loan, CDOR Loan or STIBOR Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the applicable Borrower pursuant to Section 2.17, then, in any such event, the applicable Borrower shall compensate each Lender for the loss, cost and expense (but not for any lost profit) attributable to such event. Such loss, cost or expense to any Lender shall be deemed to include an amount determined by such Lender to be the excess, if any, of (i) with respect to a LIBOR Loan, EURIBOR Loan, CDOR Loan or STIBOR Loan, the amount of interest which would have accrued on the principal amount of such Loan had such event not occurred, at the Adjusted LIBO Rate or LIBO Rate, the EURIBO Rate, the CDO Rate or the STIBO Rate, as the case may be, that would have been applicable to such Loan, for the period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue, for the period that would have been the Interest Period for such Loan) over (ii) the amount of interest that would

accrue on such principal amount for such period at the interest rate which such Lender would bid were it to bid, at the commencement of such period, for deposits in the applicable currency of a comparable amount and period from other banks in the London, European or Canadian interbank market. A certificate of any Lender setting forth in reasonable detail any amount or amounts that such Lender is entitled to receive pursuant to this Section and explaining in reasonable detail the method by which such amount shall have been determined shall be delivered to the Company and shall be conclusive absent manifest error. The applicable Borrower shall pay such Lender the amount shown as due on any such certificate within 30 days after receipt thereof.

SECTION 2.15. Taxes. (a) Payments Free of Taxes. Any and all payments by or on account of any obligation of any Loan Party under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by applicable law. If any applicable law (as determined in the good faith discretion of an applicable withholding agent) requires the deduction or withholding of any Tax from any such payment by a withholding agent, then the applicable withholding agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law and, if such Tax is an Indemnified Tax, then the sum payable by the applicable Loan Party shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section 2.15) the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(b) Payment of Other Taxes by the Loan Parties. The Loan Parties shall timely pay to the relevant Governmental Authority in accordance with applicable law, or at the option of the Agent timely reimburse it for the payment of, any Other Taxes.

(c) Evidence of Payment. As soon as practicable after any payment of Taxes by any Loan Party to a Governmental Authority pursuant to this Section, such Loan Party shall deliver to the Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other satisfactory evidence of such payment.

(d) Indemnification by the Loan Parties. The Loan Parties shall indemnify each Recipient, within 15 days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Company by a Lender (with a copy to the Agent), or by the Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(e) Indemnification by the Lenders. Each Lender shall severally indemnify the Agent, within 15 days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that any Loan Party has not already indemnified the Agent for such Indemnified Taxes and without limiting the obligation of the Loan Parties to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 9.05(b) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Agent to set off and apply any

and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Agent to the Lender from any other source against any amount due to the Agent under this paragraph (e).

(f) Status of Lenders. (i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Company and the Agent, at the time or times reasonably requested by the Company or the Agent, such properly completed and executed documentation reasonably requested by the Company or the Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Company or the Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Company or the Agent as will enable the Company or the Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 2.15(f)(ii)(A), (ii)(B) and (ii)(D) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender. Notwithstanding the foregoing, in the case of any applicable Borrower that is not a U.S. Person, the applicable Lender will not be subject to the requirements of this paragraph (f)(i) unless it has received written notice from such Borrower advising it of the availability of an exemption or reduction of withholding Tax under the laws of the jurisdiction in which such Borrower is located and containing all applicable documentation (together, if requested by such Lender, with a certified English translation thereof) required to be completed by such Lender in order to receive any such exemption or reduction, and such Lender is reasonably satisfied that it is legally able to provide such documentation to such Borrower.

(ii) Without limiting the generality of the foregoing, in the event that a Borrower is a U.S. Person:

(A) any Lender that is a U.S. Person shall deliver to such Borrower and the Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Company or the Agent), executed originals of IRS Form W-9 certifying that such Lender is exempt from U.S. Federal backup withholding tax;

(B) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Company and the Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Company or the Agent), whichever of the following is applicable:

(i) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, executed originals of IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, establishing an exemption from, or reduction of, U.S. Federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, establishing an exemption from, or reduction of, U.S. Federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

(ii) executed originals of IRS Form W-8ECI;

(iii) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Internal Revenue Code, (x) a certificate substantially in the form of Exhibit G-1 to the effect that such Foreign Lender is not a "bank" within the

meaning of Section 881(c)(3)(A) of the Internal Revenue Code, a “10 percent shareholder” of the Company within the meaning of Section 881(c)(3)(B) of the Internal Revenue Code, or a “controlled foreign corporation” described in Section 881(c)(3)(C) of the Internal Revenue Code (a “U.S. Tax Compliance Certificate”) and (y) executed originals of IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable; or

(iv) to the extent a Foreign Lender is not the beneficial owner, executed originals of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, a U.S. Tax Compliance Certificate substantially in the form of Exhibit G-2 or Exhibit G-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit G-4 on behalf of each such direct and indirect partner;

(C) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Company and the Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Company or the Agent), executed originals of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. Federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit the Company or the Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to a Lender under any Loan Document would be subject to U.S. Federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Internal Revenue Code, as applicable), such Lender shall deliver to the Company and the Agent at the time or times prescribed by law and at such time or times reasonably requested by the Company or the Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Internal Revenue Code) and such additional documentation reasonably requested by the Borrower or the Agent as may be necessary for the Company and the Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender’s obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (D), “FATCA” shall include any amendments made to FATCA after the Closing Date.

Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Company and the Agent in writing of its legal inability to do so.

(g) Treatment of Certain Refunds. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes (whether in the form of cash or credit) as to which it has been indemnified pursuant to this Section (including by the payment of additional amounts pursuant to this Section), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall pay to such indemnified party the amount paid over pursuant to this paragraph (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority (but only to the extent of such repayment). Notwithstanding anything to the contrary in this

paragraph, the indemnified party will be required to pay an amount to an indemnifying party pursuant to this paragraph only to the extent that such payment would not place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the indemnification payments or additional amounts giving rise to such refund had never been paid. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(h) Issuing Bank. For purposes of this Section, the term “Lender” shall include any Issuing Bank.

SECTION 2.16. Payments Generally; Pro Rata Treatment; Sharing of Set-offs. (a) Each Borrower shall make each payment required to be made by it hereunder or under any other Loan Document (whether of principal, interest, fees or reimbursement of LC Disbursements or otherwise) prior to the time expressly required hereunder or under such other Loan Document for such payment or, if no such time is expressly required, prior to 12:00 noon, Local Time, on the date when due, in immediately available funds, without set-off or counterclaim. Any amounts received after such time on any date may, in the discretion of the Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Agent for the account of the applicable Lenders to such account as the Agent shall from time to time specify in one or more notices delivered to the Company, except that payments to be made directly to an Issuing Bank as expressly provided herein shall be made directly to such party and payments pursuant to Sections 2.13, 2.14, 2.15, 2.18 and 9.03 shall be made directly to the Persons entitled thereto. The Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment under any Loan Document shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments hereunder of principal or interest in respect of any Loan or LC Disbursement shall, except as otherwise expressly provided herein, be made in the currency of such Loan or LC Disbursement; all other payments hereunder and under each other Loan Document shall be made in US Dollars. Any payment required to be made by the Agent hereunder shall be deemed to have been made by the time required if the Agent shall, at or before such time, have taken the necessary steps to make such payment in accordance with the regulations or operating procedures of the clearing or settlement system used by the Agent to make such payment.

(b) If at any time insufficient funds are received by the Agent from any Borrower (or from the Company as guarantor of the Obligations of such Borrower pursuant to Article VIII) and available to pay fully all amounts of principal, unreimbursed LC Disbursements, interest and fees then due from such Borrower hereunder, such funds shall be applied (i) first, towards payment of interest and fees then due from such Borrower hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties and (ii) second, towards payment of principal of the Loans and unreimbursed LC Disbursements then due from such Borrower hereunder, ratably among the parties entitled thereto in accordance with the amounts of such principal then due to such parties.

(c) If any Lender shall, by exercising any right of set-off or counterclaim or otherwise, obtain payment in respect of its Loans, participations in LC Disbursements or accrued interest on any of the foregoing (collectively “Claims”) resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Claims than the proportion received by any other Lender, then the Lender receiving such greater proportion shall purchase (for cash at face value) participations in the Claims of the other Lenders to the extent necessary so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amounts of their respective Claims; provided that (i) if any such participations

are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and (ii) the provisions of this paragraph shall not be construed to apply to any payment made by any Borrower pursuant to and in accordance with the express terms of this Agreement or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Claims to any assignee or participant, other than to the Company or any Affiliate thereof (as to which the provisions of this paragraph shall apply). Each Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Company and each Borrower rights of set-off and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Company or such Borrower in the amount of such participation.

(d) Unless the Agent shall have received notice from a Borrower prior to the date on which any payment is due to the Agent for the account of any Lenders or Issuing Bank hereunder that such Borrower will not make such payment, the Agent may assume that such Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the applicable Lenders or Issuing Bank, as the case may be, the amount due. In such event, if such Borrower has not in fact made such payment, then each applicable Lender or Issuing Bank, as the case may be, severally agrees to repay to the Agent forthwith on demand the amount so distributed to such Lender or Issuing Bank with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Agent, at a rate determined by the Agent in accordance with banking industry rules on interbank compensation.

(e) If any Lender shall fail to make any payment required to be made by it pursuant to Section 2.04(d) or (f), 2.06(b), 2.15(e) or 9.03(d) then the Agent may, in its discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by it for the account of such Lender to satisfy such Lender's obligations under such Sections until all such unsatisfied obligations are fully paid.

SECTION 2.17. Mitigation Obligations; Replacement of Lenders. (a) If any Lender requests compensation under Section 2.13 or 2.18, or if any Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.15, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its affected Loans or other extensions of credit hereunder or to assign its affected rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 2.13, 2.15 or 2.18, as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrowers hereby agree to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) If (i) any Lender requests compensation under Section 2.13 or 2.18, (ii) any Loan Party is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.15, (iii) any Lender is a Defaulting Lender or (iv) any Lender has failed to consent to a proposed amendment or waiver that under Section 9.04 requires the consent of all the Lenders (or all the affected Lenders or all the Lenders of the affected Class) and with respect to which the Required Lenders (or, in circumstances where Section 9.04 does not require the consent of the Required Lenders, a majority in interest of the Lenders of the affected Class) shall have granted their consent, then the Company may, at its sole expense and effort, upon notice to such Lender and the Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 9.05), all its interests, rights (other than its existing rights to payments pursuant to Sections 2.13 or 2.15) and obligations under the Loan Documents to an assignee that shall assume such obligations (which assignee

may be another Lender, if a Lender accepts such assignment); provided that (x) the Company shall have received the prior written consent of the Agent and each Issuing Bank, which consent, in each case, shall not unreasonably be withheld, (y) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and funded participations in LC Disbursements, accrued interest thereon, accrued fees and all other amounts payable to it hereunder, from the assignee (to the extent of such outstanding principal, funded participations and accrued interest and fees) or the applicable Borrowers (in the case of all other amounts) and (z) in the case of any such assignment resulting from a claim for compensation under Section 2.13 or 2.18 or payments required to be made pursuant to Section 2.15, such assignment will result in a material reduction in such compensation or payments. A Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Company to require such assignment and delegation cease to apply. Each party hereto agrees that an assignment and delegation required pursuant to this paragraph may be effected pursuant to an Assignment and Assumption executed by the Company, the Agent and the assignee and that the Lender required to make such assignment and delegation need not be a party thereto.

SECTION 2.18. Foreign Subsidiary Costs. (a) If the cost to any Lender of making or maintaining any Loan to, or participating in any Letter of Credit issued for the account, any Borrowing Subsidiary is increased (or the amount of any sum received or receivable by any Lender (or its Applicable Lending Office) is reduced) by an amount deemed in good faith by such Lender to be material, by reason of the fact that such Borrower is incorporated in, or conducts business in, a jurisdiction outside the United States, such Borrowing Subsidiary shall indemnify such Lender for such increased cost or reduction within 15 days after demand by such Lender (with a copy to the Agent). A certificate of such Lender claiming compensation under this paragraph and setting forth the additional amount or amounts to be paid to it hereunder (and the basis for the calculation of such amount or amounts) shall be conclusive in the absence of manifest error.

(b) Each Lender will promptly notify the Company and the Agent of any event of which it has knowledge that will entitle such Lender to additional interest or payments pursuant to paragraph (a) above, but in any event within 45 days after such Lender obtains actual knowledge thereof; provided that (i) if any Lender fails to give such notice within 45 days after it obtains actual knowledge of such an event, such Lender shall, with respect to compensation payable pursuant to this Section 2.18 in respect of any costs resulting from such event, only be entitled to payment under this Section 2.18 for costs incurred from and after the date 45 days prior to the date that such Lender does give such notice and (ii) each Lender will, promptly after obtaining such actual knowledge, designate a different Applicable Lending Office, if, in the judgment of such Lender, such designation will avoid the need for, or reduce the amount of, such compensation and will not be otherwise disadvantageous to such Lender.

SECTION 2.19. Designation of Borrowing Subsidiaries. On or after the date hereof, the Company may request the designation of any Subsidiary as a Borrowing Subsidiary by delivery to the Agent of a Borrowing Subsidiary Agreement executed by such Subsidiary and the Company. Promptly following receipt of a Borrowing Subsidiary Agreement, the Agent shall make a copy thereof available to each Lender. Unless any Lender shall inform the Agent within 10 Business Days (or, in the case of any such Subsidiary that is incorporated in, or conducts business in, a jurisdiction outside the United States, 15 Business Days) following the receipt of such Borrowing Subsidiary Agreement by such Lender that it is unlawful or, solely in the case of a Subsidiary not organized under the law of a Borrowing Subsidiary Approved Jurisdiction, contrary to internal policies of general applicability of such Lender, for such Lender to extend credit to such Subsidiary (in which case such Subsidiary shall not become a Borrowing Subsidiary), such Subsidiary shall, upon the satisfaction of the conditions set forth in Section 4.03, become for all purposes of this Agreement a Borrowing Subsidiary and a party to this Agreement until the Company shall have executed and delivered to the Agent a Borrowing Subsidiary Termination with respect to such Subsidiary, whereupon such Subsidiary

shall cease to be a Borrowing Subsidiary and a party to this Agreement. Promptly following receipt of any Borrowing Subsidiary Termination, the Agent shall make a copy thereof available to each Lender. Notwithstanding the second preceding sentence, no Borrowing Subsidiary Termination will become effective as to any Borrowing Subsidiary at a time when any principal of or interest on any Loan to, or Letter of Credit issued for the account of, such Borrowing Subsidiary shall be outstanding hereunder; provided that such Borrowing Subsidiary Termination shall be effective to terminate such Borrowing Subsidiary's right to make further Borrowings or to obtain further Letters of Credit under this Agreement.

SECTION 2.20. Defaulting Lenders. (a) Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:

(i) facility fees shall continue to accrue on the amount of the Commitments of such Defaulting Lender pursuant to Section 2.10(a) only to the extent of the Credit Exposure of such Defaulting Lender (excluding any portion thereof constituting LC Exposure of such Defaulting Lender that is subject to reallocation under clause (iii)(A) below);

(ii) the Commitments and Credit Exposures of such Defaulting Lender shall not be included in determining whether the Required Lenders have taken or may take any action hereunder (including any consent to any amendment, waiver or other modification pursuant to Section 9.04); provided, that this clause (b) shall not apply in the case of an amendment, waiver or other modification requiring the consent of each Lender or each Lender affected thereby;

(iii) if any LC Exposure exists at the time such Lender becomes a Defaulting Lender then:

(A) all or any part of the Tranche One LC Exposure or Tranche Two LC Exposure, as the case may be, of such Defaulting Lender shall be reallocated among the non-Defaulting Tranche One Lenders or non-Defaulting Tranche Two Lenders, as applicable, in proportion to their respective Tranche One Percentages or Tranche Two Percentages, but only to the extent (1) the sum of all non-Defaulting Tranche One Lenders' Tranche One Credit Exposures plus such Defaulting Lender's Tranche One LC Exposure does not exceed the total of all non-Defaulting Tranche One Lenders' Tranche One Commitments, (2) the sum of all non-Defaulting Tranche Two Lenders' Tranche Two Credit Exposures plus such Defaulting Lender's Tranche Two LC Exposure does not exceed the total of all non-Defaulting Tranche Two Lenders' Tranche Two Commitments and (3) no Event of Default is continuing at the time of such reallocation;

(B) if the reallocations described in clause (A) above cannot, or can only partially, be effected, the Borrowers shall within one Business Day following notice by the Agent (after giving effect to any partial reallocation pursuant to clause (A) above) cash collateralize for the benefit of the Issuing Banks the Borrowers' obligations corresponding to such Defaulting Lender's LC Exposure in accordance with the procedures set forth in Section 2.04(i) for so long as such LC Exposure is outstanding;

(C) if the Borrowers cash collateralize any portion of such Defaulting Lender's LC Exposure pursuant to clause (B) above, the Borrowers shall not be required to pay any fees to such Defaulting Lender pursuant to Section 2.10(b) with respect to such portion of such Defaulting Lender's LC Exposure during the period such portion is cash collateralized;

(D) if the LC Exposure of such Defaulting Lender is reallocated pursuant to clause (A) above, then the fees payable to the Lenders pursuant to Section 2.10(b) shall be adjusted in accordance with the amounts of such LC Exposure allocated to the non-Defaulting Lenders; and

(E) if all or any portion of such Defaulting Lender's LC Exposure that is subject to reallocation pursuant to clause (A) above is neither reallocated nor cash collateralized pursuant to clause (A) or (B) above, then, without prejudice to any rights or remedies of the Issuing Banks or any other Lender hereunder, all facility fees that otherwise would have been payable under Section 2.10(a) to such Defaulting Lender with respect to such portion of its LC Exposure, and all letter of credit fees payable under Section 2.10(b) with respect to such Defaulting Lender's LC Exposure shall be payable to the Issuing Banks (and allocated among them ratably based on the amount of such portion of the LC Exposure of such Defaulting Lender attributable to Letters of Credit issued by each Issuing Bank) until and to the extent that such LC Exposure is reallocated and/or cash collateralized.

(b) So long as any Lender is a Defaulting Lender, no Issuing Bank shall be required to issue, amend or increase any Letter of Credit under a Tranche in which such Lender has a Commitment unless it is reasonably satisfied that such Lender's LC Exposure will be 100% reallocated to the non-Defaulting Lenders and/or cash collateralized as provided above, and participating interests in any newly issued or increased Letter of Credit shall be allocated among non-Defaulting Lenders of the applicable Tranche in a manner consistent with clause (a)(i)(A) of this Section (and such Defaulting Lender shall not participate therein).

(c) If (i) a Bankruptcy Event with respect to a parent entity of any Lender shall occur following the Closing Date and for so long as such event shall continue or (ii) an Issuing Bank has a good faith belief that any Lender has defaulted in fulfilling its obligations under one or more other agreements in which such Lender commits to extend credit, such Issuing Bank shall not be required to issue, amend or increase any Letter of Credit unless such Issuing Bank, as the case may be, shall have entered into arrangements with the Borrowers or such Lender, reasonably satisfactory to such Issuing Bank to eliminate any risk to it in respect of such Lender hereunder.

(d) In the event that the Agent, the Company and each Issuing Bank shall agree that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then the LC Exposures of the Lenders shall be readjusted to reflect the inclusion of such Lender's Commitments and on such date such Lender shall purchase at par such of the Tranche One Loans and/or Tranche Two Loans of the other Lenders, and such funded participations in LC Disbursements, as the Agent shall determine to be necessary in order for the Lenders to hold such Loans and funded participations in accordance with their applicable Tranche Percentages.

SECTION 2.21. Illegality. Notwithstanding the foregoing provisions of this Article II, if, on or after the Closing Date, the adoption or taking effect of any applicable law, rule or regulation, or any change in any applicable law, rule or regulation, or any change in the implementation, interpretation or administration thereof by any Governmental Authority charged with the implementation, interpretation or administration thereof, or compliance by any Lender (or its Eurocurrency Lending Office) with any request, rule, guideline or directive (whether or not having the force of law) of any such Governmental Authority shall make it unlawful or impossible for any Lender (or its Eurocurrency Lending Office) to make, maintain or fund its Eurocurrency Loans, or for any Issuing Bank to issue Letters of Credit, in any currency and such Lender or Issuing Bank shall so notify the Agent, the Agent shall forthwith give notice thereof to the other Lenders and the Company, whereupon until such Lender or Issuing Bank notifies the Company and the Agent that the circumstances giving rise to such suspension no longer exist (which such Lender or Issuing Bank agrees to

do promptly upon becoming aware that such circumstances no longer exist), the obligation of such Lender to make Eurocurrency Loans or of such Issuing Bank to issue Letters of Credit in such currency shall be suspended. Before giving any notice to the Agent pursuant to this Section, any such Lender shall designate a different Eurocurrency Lending Office if such designation will avoid the need for giving such notice and will not, in the judgment of such Lender, be otherwise disadvantageous to such Lender. If any such Lender shall determine that it may not lawfully continue to maintain and fund any of its outstanding Eurocurrency Loans to maturity and shall so specify in such notice, the applicable Borrowers shall immediately prepay in full the then outstanding principal amount of each such Eurocurrency Loan, together with accrued interest thereon. Concurrently with prepaying each such Eurocurrency Loan denominated in US Dollars, each such Borrower shall borrow an ABR Loan in an equal principal amount from such Lender (on which interest and principal shall be payable contemporaneously with the related Eurocurrency Loans of the other Lenders), and such Lender shall make such an ABR Loan.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

The Company represents and warrants that:

SECTION 3.01. Corporate Existence and Power. The Company and each Borrowing Subsidiary is a corporation duly incorporated, validly existing and in good standing under the laws of its jurisdiction of organization, and has all corporate powers and all material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted.

SECTION 3.02. Corporate and Governmental Authorization; No Contravention. The execution, delivery and performance by each Borrower of this Agreement and each other Loan Document to which it is a party are within such Borrower's corporate powers, have been duly authorized by all necessary corporate action, require no action by or in respect of, or filing with, any Governmental Authority and do not contravene, or constitute a default under, any provision of applicable law or regulation or of the certificate of incorporation or by-laws of the Company or any Borrowing Subsidiary or of any agreement, judgment, injunction, order, decree or other instrument binding upon the Company or any of its Subsidiaries or result in the creation or imposition of any Lien on any asset of the Company or any of its Subsidiaries.

SECTION 3.03. Binding Effect. This Agreement and each other Loan Document to which it is a party has been duly executed and delivered by each Borrower and constitutes a valid and binding agreement of each Borrower, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

SECTION 3.04. Financial Information; No Material Adverse Change. (a) The consolidated balance sheet of the Company and its Consolidated Subsidiaries as of December 31, 2014, and the related consolidated statements of operations, stockholders' equity and cash flows for the fiscal year then ended, reported on by PricewaterhouseCoopers LLP and included in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2014, a copy of which has been heretofore made available to each of the Lenders, fairly present, in conformity with GAAP, the consolidated financial position of the Company and its Consolidated Subsidiaries as of such date and their consolidated results of operations and cash flows for such fiscal year.

(b) The unaudited consolidated balance sheet of the Company and its Consolidated Subsidiaries as of September 30, 2015 and the related unaudited consolidated statements of operations and cash flows for the nine months then ended, set forth in the Company's Quarterly Report on Form 10-Q for the fiscal quarter ended September 30, 2015, a copy of which has been heretofore made available to each of the Lenders, fairly present, in conformity with GAAP to the extent described in note 1 thereto applied on a basis consistent with the financial statements referred to in paragraph (a) of this Section, the consolidated financial position of the Company and its Consolidated Subsidiaries as of such date and their consolidated results of operations and cash flows for such nine month period (subject to normal year-end adjustments).

(c) Except as reflected in the financial statements referred to in paragraph (b) above, between December 31, 2014, and the date hereof, there has been no material adverse change in the business, financial position, results of operations or prospects of the Company and its Consolidated Subsidiaries, considered as a whole.

SECTION 3.05. Litigation. There is no action, suit or proceeding pending against, or to the knowledge of the Company threatened against or affecting, the Company or any of its Subsidiaries before any court or arbitrator or any governmental body, agency or official in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business, consolidated financial position or consolidated results of operations of the Company and its Consolidated Subsidiaries considered as a whole or which in any manner draws into question the validity of this Agreement or any other Loan Document.

SECTION 3.06 Compliance with ERISA. Except to the extent that failure to so fulfill its obligations or be in compliance could not materially adversely affect the business, consolidated financial position or consolidated results of operations of the Company and its Consolidated Subsidiaries, considered as a whole, each member of the ERISA Group has fulfilled its obligations under the minimum funding standards of ERISA and the Internal Revenue Code with respect to each Plan and is in compliance in all material respects with the presently applicable provisions of ERISA and the Internal Revenue Code with respect to each Plan. No member of the ERISA Group has (a) sought a waiver of the minimum funding standard under Section 412 of the Internal Revenue Code in respect of any Plan, (b) failed to make any required contribution or payment to any Plan or Multiemployer Plan or in respect of any Benefit Arrangement, or made any amendment to any Plan or Benefit Arrangement, which has resulted or, solely as a result of the passage of time, could result in the imposition of a Lien or the posting of a bond or other security under Sections 302(f) or 307 of ERISA or Sections 412(n) or 401(a)(29) of the Internal Revenue Code (or any successor provisions thereto) or (c) incurred any liability under Title IV of ERISA other than a liability to the PBGC for premiums under Section 4007 of ERISA if such action, failure or incurrence could materially adversely affect the business, consolidated financial position or consolidated results of operations of the Company and its Consolidated Subsidiaries, considered as a whole.

SECTION 3.07. Environmental Matters. In the ordinary course of its business, the Company reviews, or causes its Subsidiaries to review, the effect of Environmental Laws on the business, operations and properties of the Company and its Subsidiaries. On the basis of this review, the Company has reasonably concluded that any associated liabilities and costs, as identified and evaluated by the Company in accordance with GAAP, including the costs of compliance with Environmental Laws, any capital or operating expenditures required for clean-up or closure of their properties, any capital or operating expenditures required to achieve or maintain compliance with environmental protection standards imposed by law or as a condition of any license, permit or contract, any periodic or permanent shutdown of any facility or reduction in the level of or change in the nature of operations conducted thereat, any costs or liabilities in connection with on or off-site disposal of wastes or Hazardous Substances, and any liabilities to third parties, including employees, and any related costs and expenses) are unlikely to have a material adverse effect on the business,

financial condition, results of operations or prospects of the Company and its Consolidated Subsidiaries, considered as a whole.

SECTION 3.08. Taxes. United States Federal income tax returns of the Company, which files a consolidated domestic return, have been examined through the fiscal year ended December 31, 2012 and closed through the fiscal year ended December 31, 2012. The Company and its Subsidiaries have filed all United States Federal income tax returns and all other material tax returns which are required to be filed by them and have paid all taxes due pursuant to such returns or pursuant to any assessment received by the Company or any Subsidiary, excluding assessments currently being contested in good faith by appropriate proceedings. The charges, accruals and reserves on the books of the Company and its Subsidiaries in respect of taxes or other governmental charges are, in the opinion of the Company, adequate.

SECTION 3.09. Subsidiaries. Each of the Company's corporate Material Subsidiaries is a corporation duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation, and has all corporate powers and all material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted.

SECTION 3.10. Not an Investment Company. Neither the Company nor any of the Borrowing Subsidiaries is an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

SECTION 3.11. Full Disclosure. All information heretofore furnished by any Borrower to the Agent or any Lender for purposes of or in connection with the Loan Documents or any transaction contemplated hereby is, and all such information hereafter furnished by any Borrower to the Agent or any Lender will be, when taken as a whole, true and accurate in all material respects on the date as of which such information is stated or certified. The Company has disclosed to the Lenders in writing any and all facts which materially and adversely affect or may affect (to the extent the Company can now reasonably foresee), the business, operations or financial condition of the Company and its Consolidated Subsidiaries, taken as a whole, or the ability of any Borrower to perform its obligations under the Loan Documents.

SECTION 3.12. Federal Reserve Regulations. None of the Company or any its Subsidiaries is engaged or will engage, principally or as one of its important activities, in the business of purchasing or carrying "margin stock" (within the meaning of Regulation U) or extending credit for the purpose of purchasing or carrying margin stock. No part of the proceeds of the Loans will be used, directly or indirectly, for any purpose that entails a violation (including on the part of any Lender) of any of the regulations of the Board of Governors, including Regulations U and X. Not more than 25% of the value of the assets subject to any restrictions on the sale, pledge or other disposition of assets under this Agreement, any other Loan Document or any other agreement to which any Lender or Affiliate of a Lender is party will at any time be represented by margin stock (within such meaning).

SECTION 3.13. Anti-Corruption Laws and Sanctions. The Company has implemented and maintains in effect and enforce policies and procedures designed to ensure compliance by the Company, its Subsidiaries and their directors, officers and employees with applicable Anti-Corruption Laws and applicable Sanctions, and the Company, its Subsidiaries and their respective officers and directors and to the knowledge of the Company its employees are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of the Company, any Subsidiary or to the knowledge of the Company or any Subsidiary any of their respective directors, officers or employees is a Sanctioned Person.

ARTICLE IV

CONDITIONS

SECTION 4.01. Effectiveness. This Agreement shall become effective as provided in Section 9.08, subject to the satisfaction of the following conditions:

- (a) The Agent shall have received the following documents, each dated the Closing Date unless otherwise indicated:
 - (i) an opinion of Ivonne M. Cabrera, General Counsel for the Company, substantially in the form of Exhibit C hereto and covering such additional matters relating to the transactions contemplated hereby as the Required Lenders may reasonably request; and
 - (ii) all documents and certificates the Agent may reasonably request relating to the organization, existence and good standing of the Borrowers, the corporate authority for, and the authorization and validity of, each Loan Document, the financial condition of each of the Borrowers and any other matters relevant hereto, all in form and substance satisfactory to the Agent.
- (b) The commitments under the Existing Credit Agreement shall have been or shall simultaneously be terminated, any amounts outstanding or accrued for the accounts of the lenders thereunder shall have been paid in full and the Agent shall have received such evidence as it shall reasonably have requested as to the satisfaction of such conditions.
- (c) The Agent and the Arrangers shall have received all fees and other amounts due and payable hereunder or pursuant to the commitment letter or fee letters entered into by any of them and the Company on or prior to the Closing Date, including, to the extent invoiced, reimbursement or payment of all reasonable out-of-pocket expenses (including fees, charges and disbursements of counsel) required to be reimbursed or paid by the Borrowers hereunder, under any other Loan Document or under such commitment letter.
- (d) The Lenders shall have received all documentation and other information required by bank regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including the USA Patriot Act.

The Agent shall promptly notify the Company and the Lenders of the Closing Date, and such notice shall be conclusive and binding on all parties hereto.

SECTION 4.02. Each Credit Event. The obligation of any Lender to make a Loan on the occasion of any Borrowing, and the obligation of any Issuing Bank to issue any Letter of Credit, is subject to the satisfaction of the following conditions:

(a) receipt by the Agent of a Notice of Borrowing or request for the issuance of such Letter of Credit as required by Section 2.02 or 2.04;

(b) the fact that, immediately before and after such Borrowing, no Default or Event of Default shall have occurred and be continuing; and

(c) the fact that the representations and warranties of the Borrowers contained in this Agreement (except, in the case of (i) any Borrowing after the Closing Date, the representations and warranties set forth in Section 3.04(c) and (ii) any Refunding Borrowing, the representations and warranties set forth in Sections 3.05 and 3.07 as to any matter which has theretofore been disclosed in writing by the Company to the Agent) or in the applicable Borrowing Subsidiary Agreement shall be true on and as of the date of such Borrowing.

Each Borrowing hereunder shall be deemed to be a representation and warranty by the Borrowers on the date of such Borrowing as to the facts specified in clauses (b) and (c) of this Section.

SECTION 4.03. Joinder of and Initial Credit Event for each Borrowing Subsidiary. The effectiveness of the designation of, obligation of each Lender to make initial Loans to, any Borrowing Subsidiary is subject to the satisfaction of the following conditions:

(a) The Agent (or its counsel) shall have received such Borrowing Subsidiary's Borrowing Subsidiary Agreement duly executed by all parties thereto.

(b) The Agent shall have received a favorable written opinion of counsel for such Borrowing Subsidiary reasonably satisfactory to the Agent, substantially in the form of Exhibit D and covering such additional matters relating to such Borrowing Subsidiary, the transactions contemplated hereby or its Borrowing Subsidiary Agreement as the Agent may reasonably request.

(c) The Agent shall have received all documents and certificates the Agent may reasonably request relating to the organization, existence and good standing of such Borrowing Subsidiary, the corporate authority for, and the authorization of the transactions contemplated hereby as they relate to such Borrowing Subsidiary, the financial condition of such Borrowing Subsidiary and any other matters relevant hereto, and any other legal matters relating to such Borrowing Subsidiary, its Borrowing Subsidiary Agreement or such transactions all in form and substance satisfactory to the Agent.

(d) The Lenders shall have received all documentation and other information required by bank regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the USA Patriot Act.

ARTICLE V

COVENANTS

The Company agrees that, so long as the Commitments shall remain in effect, or any Letter of Credit shall remain outstanding, or the principal of or interest on any Loan or LC Disbursement, any fees or any other expenses or amounts payable hereunder or under any other Loan Document shall be unpaid:

SECTION 5.01. Information. The Company will deliver to each of the Lenders:

(a) as soon as available and in any event within 90 days after the end of each fiscal year of the Company or, if earlier, within five days after the Company's applicable deadline for the filing of its Annual Report on Form 10-K with the Securities and Exchange Commission, a consolidated balance sheet of the Company and its Consolidated Subsidiaries as of the end of such fiscal year and the related consolidated statements of operations, stockholder's equity and cash flows for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year (it being understood that the requirement to deliver such information shall be satisfied if the Company's Annual Report on Form 10-K for such fiscal year containing such information is available on the website of the Securities and Exchange Commission at <http://www.sec.gov>), all reported on in a manner acceptable to the Securities and Exchange Commission (without a "going concern" opinion and without any qualification or exception as to the scope of such audit) by PricewaterhouseCoopers LLP or another independent registered public accounting firm of nationally recognized standing;

(b) as soon as available and in any event within 45 days after the end of each of the first three quarters of each fiscal year of the Company or, if earlier, within five days after the Company's applicable deadline for the filing of its Quarterly Report on Form 10-Q with the Securities and Exchange Commission, a consolidated balance sheet of the Company and its Consolidated Subsidiaries as of the end of such quarter, the related consolidated statements of operations for such quarter and for the portion of the Company's fiscal year ended at the end of such quarter and the related consolidated statements of cash flows for the portion of the Company's fiscal year ended at the end of such quarter, setting forth in each case in comparative form the figures for the corresponding quarter and the corresponding portion of the Company's previous fiscal year (it being understood that the requirement to deliver such information shall be satisfied if the Company's Quarterly Report on Form 10-Q for such fiscal quarter containing such information is available on the website of the Securities and Exchange Commission at <http://www.sec.gov>), all presented and certified in accordance with rules and regulations of the Securities and Exchange Commission;

(c) within the applicable periods set forth under clauses (a) and (b) above, a certificate of the chief financial officer or the chief accounting officer of the Company (x) setting forth in reasonable detail the calculations required to establish whether the Company was in compliance with the requirements of Section 5.07 on the date of such financial statements, (y) stating that the Company is in compliance with Section 5.08 and setting forth in reasonable detail any appropriate calculations required to establish such compliance, and (z) stating whether any Default or Event of Default exists on the date of such certificate and, if any Default or Event of Default then exists, setting forth the details thereof and the action which the Company is taking or proposes to take with respect thereto;

(d) simultaneously with the delivery of each certificate referred to in clause (c) above with respect to a completed fiscal year referred to in clause (a) above, a statement of the independent registered public accounting firm which reported on such statements (i) stating whether anything has come to their attention to cause them to believe that any Default or Event of Default existed on the date of such statements and (ii) confirming the calculations set forth in the officer's certificate delivered simultaneously therewith pursuant to clause (c) above;

(e) within five Business Days after any executive officer of the Company obtains actual knowledge of any Default or Event of Default, if such Default is then continuing, a certificate of the chief financial officer or the chief accounting officer of the Company setting forth the details thereof and the action which the Company is taking or proposes to take with respect thereto;

(f) promptly upon the mailing thereof to the shareholders of the Company generally, copies of all financial statements, reports and proxy statements so mailed if not filed with the Securities and Exchange Commission electronically;

(g) if and when any member of the ERISA Group (i) gives or is required to give notice to the PBGC of any “reportable event” (as defined in Section 4043 of ERISA) with respect to any Plan which might constitute grounds for a termination of such Plan under Title IV of ERISA, or knows that the plan administrator of any Plan has given or is required to give notice of any such reportable event, a copy of the notice of such reportable event given or required to be given to the PBGC; (ii) receives notice of complete or partial withdrawal liability under Title IV of ERISA or notice that any Multiemployer Plan has been terminated, a copy of such notice; (iii) expects a Multiemployer Plan to be insolvent under Title IV of ERISA or in “endangered” or “critical” status (within the meaning of Section 432 of the Internal Revenue Code or Section 305 of ERISA), a certificate of the chief financial officer or the chief accounting officer of the Company setting forth details as to such occurrence and action, if any, which the Company or applicable member of the ERISA Group is required or proposes to take; (iv) determines that any Plan is, or is expected to be, in “at-risk” status (within the meaning of Section 303(i)(4) of ERISA or Section 430(i)(4) of the Internal Revenue Code), a certificate of the chief financial officer or the chief accounting officer of the Company setting forth details as to such occurrence and action, if any, which the Company or applicable member of the ERISA Group is required or proposes to take; (v) receives notice from the PBGC under Title IV of ERISA of an intent to terminate, impose liability (other than for premiums under Section 4007 of ERISA) in respect of, or appoint a trustee to administer any Plan, a copy of such notice; (vi) applies for a waiver of the minimum funding standard under Section 412 of the Internal Revenue Code, a copy of such application; (vii) gives notice of intent to terminate any Plan under Section 4041(c) of ERISA, a copy of such notice and other information filed with the PBGC; (viii) gives notice of withdrawal from any Plan pursuant to Section 4063 of ERISA while such member is a “substantial employer” (within the meaning of such Section) with respect to such Plan, a copy of such notice; or (ix) fails to make any required payment or contribution to any Plan or Multiemployer Plan or in respect of any Benefit Arrangement, or makes any amendment to any Plan or Benefit Arrangement, which has resulted or, solely as a result of the passage of time, could result in the imposition of a Lien or the posting of a bond or other security under Sections 302(f) or 307 of ERISA or Sections 412(n) or 401(a)(29) of the Internal Revenue Code, or any successor provisions thereto, a certificate of the chief financial officer or the chief accounting officer of the Company setting forth details as to such occurrence and action, if any, which the Company or applicable member of the ERISA Group is required or proposes to take; provided, however, that certificates from the chief financial officer or the chief accounting officer of the Company shall be required only if such occurrence or action is reasonably likely to have a material adverse effect on the business, consolidated financial position or consolidated results of operations of the Company and its Consolidated Subsidiaries, considered as a whole;

(h) promptly after Moody’s or S&P shall have announced a change in the rating established or deemed to have been established for the Index Debt, written notice of such rating change;

(i) promptly following a request therefor, all documentation and other information that a Lender reasonably requests in order to comply with ongoing obligations under applicable “know your customer” and anti-money laundering rules and regulations, including the USA Patriot Act; and

(j) from time to time such additional information regarding the financial position or business of the Company and its Subsidiaries as the Agent, at the request of any Lender, may reasonably request.

SECTION 5.02. Payment of Obligations. The Company will pay and discharge, and will cause each Subsidiary to pay and discharge, at or before maturity, all their respective material obligations and liabilities, including, without limitation, tax liabilities, except where the same may be contested in good faith by appropriate proceedings, and will maintain, and will cause each Subsidiary to maintain, in accordance with GAAP, appropriate reserves for the accrual of any of the same.

SECTION 5.03. Maintenance of Property; Insurance. (a) The Company will keep, and will cause each Subsidiary to keep, all property useful and necessary in its business in good working order and condition, ordinary wear and tear excepted.

(b) The Company will, and will cause each of its Subsidiaries to, maintain (either in the name of the Company or in such Subsidiary's own name) with financially sound and responsible insurance companies, insurance on all their respective properties in at least such amounts and against at least such risks (and with such risk retention) as are usually insured against in the same general area by companies of established repute engaged in the same or a similar business; and will furnish to the Lenders, upon request from the Agent, information presented in reasonable detail as to the insurance so carried.

SECTION 5.04. Conduct of Business and Maintenance of Existence. The Company will continue, and will cause each Subsidiary to continue, to engage in business of the same general type as now conducted by the Company and its Subsidiaries, and will preserve, renew and keep in full force and effect, and will cause each Subsidiary to preserve, renew and keep in full force and effect their respective corporate existence and their respective rights, privileges and franchises necessary or desirable in the normal conduct of business; provided that nothing in this Section 5.04 shall prohibit (a) the merger of a Subsidiary into the Company or the merger or consolidation of a Subsidiary with or into another Person (other than the Company) and if, in each case, after giving effect thereto, no Default shall have occurred and be continuing, (b) the termination of the corporate existence, rights, privileges or franchises, or a change in the business of, any Subsidiary that is not a Borrowing Subsidiary if the Company in good faith determines that such termination or change is in the best interest of the Company and is not materially disadvantageous to the Lenders or (c) the termination of the corporate existence, rights, privileges or franchises, or other dissolution or winding up of any Subsidiary that is not a Borrowing Subsidiary, if all or substantially all of the assets of such Subsidiary are assigned, transferred, sold, or otherwise alienated to any entity which is also a Subsidiary.

SECTION 5.05. Compliance with Laws. The Company will comply, and cause each Subsidiary to comply, in all respects with all applicable laws, ordinances, rules, regulations, and requirements of Governmental Authorities (including, without limitation, Environmental Laws and ERISA and the rules and regulations thereunder) except where (a) the necessity of compliance therewith is contested in good faith by appropriate proceedings or (b) such failure does not have a material adverse effect on the business, financial condition, results of operations or prospects of the Company and its Consolidated Subsidiaries, taken as a whole. The Company will maintain in effect and enforce policies and procedures designed to ensure compliance by the Company, its Subsidiaries and their respective directors, officers and employees with applicable Anti-Corruption Laws and applicable Sanctions.

SECTION 5.06. Inspection of Property, Books and Records. The Company will keep, and will cause each Subsidiary to keep, proper books of record and account in which full, true and correct entries shall be made of all dealings and transactions in relation to its business and activities; and will permit representatives of any Lender at such Lender's expense, and will cause each Subsidiary to permit representatives of the Agent at the Agent's expense, to visit and inspect any of their respective properties, to examine and make abstracts from any of their respective books and records and to discuss their respective affairs, finances and accounts with their respective officers, employees and independent public accountants, all at such reasonable times and as often as may reasonably be desired.

SECTION 5.07. Interest Coverage Ratio. The Company will not permit the ratio of Consolidated EBITDA to Consolidated Net Interest Expense, for any period of four consecutive fiscal quarters commencing before or after the date hereof and ending after the date hereof, be less than 3.00:1.00.

SECTION 5.08. Negative Pledge. Neither the Company nor any Subsidiary will create, assume or suffer to exist any Lien on any asset now owned or hereafter acquired by it, except:

(a) Liens existing on the Closing Date securing Debt outstanding on the Closing Date in an aggregate principal amount not exceeding the US Dollar Equivalent of US\$75,000,000;

(b) any Lien existing on any asset of any corporation or other Person at the time such corporation or other Person becomes a Subsidiary and not created in contemplation of such event;

(c) any Lien on any asset securing Debt incurred or assumed for the purpose of financing all or any part of the cost of acquiring such asset; provided that such Lien attaches to such asset concurrently with or within 90 days after the acquisition thereof;

(d) any Lien on any asset of any corporation or other Person existing at the time such corporation or other Person is merged or consolidated with or into the Company or a Subsidiary and not created in contemplation of such event;

(e) any Lien existing on any asset prior to the acquisition thereof by the Company or a Subsidiary and not created in contemplation of such acquisition;

(f) any Lien arising out of the refinancing, extension, renewal or refunding of any Debt secured by any Lien permitted by any of the foregoing clauses of this Section; provided that such Debt is not increased and is not secured by any additional assets;

(g) Liens arising in the ordinary course of its business which (i) do not secure Debt, (ii) do not secure any obligation in an amount exceeding the US Dollar Equivalent of US\$150,000,000 and (iii) do not in the aggregate materially detract from the value of its assets or materially impair the use thereof in the operation of its business; and

(h) Liens not otherwise permitted by the foregoing clauses of this Section securing Debt in an aggregate principal amount at any time outstanding not to exceed 10% of Consolidated Net Worth.

SECTION 5.09. Consolidations, Mergers and Sales of Assets. The Company and its Subsidiaries will not (a) consolidate or merge with or into any other Person (other than the Company or any of its Subsidiaries; provided that the Company may not merge with a Subsidiary organized in a jurisdiction other than the United States of America, any State thereof or the District of Columbia unless the Company is the surviving corporation in such merger), except as expressly permitted by Section 5.04, or (b) sell, lease or otherwise transfer, directly or indirectly (including through a merger or consolidation, and whether in one transaction or in a series of transactions), all or a substantial part of the assets (other than inventory sold in the ordinary course of business) of the Company and its Subsidiaries, taken as a whole, other than to the Company and its Subsidiaries. For purposes of this Section, a substantial part of the assets of the Company and its Subsidiaries, taken as a whole, shall mean 20% or more of the consolidated total assets of the Company and its Consolidated Subsidiaries.

SECTION 5.10. Use of Proceeds and Letters of Credit. The proceeds of the Loans and the Letters of Credit will be used only for working capital and general corporate purposes. No part of the proceeds of any Loan will be used, directly or indirectly, for any purpose that entails a violation of any of the regulations of the Board of Governors, including Regulations T, U and X. The Company shall not directly or, to its knowledge, indirectly use, and shall procure that its Subsidiaries and its or their respective directors, officers, employees and agents shall not directly or, to the knowledge of the Company or its Subsidiaries, indirectly use, the proceeds of any Borrowing or any Letter of Credit (A) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any applicable Anti-Corruption Laws, or (B) for the purpose of funding or financing any activities, business or transaction of or with any Sanctioned Person referred to in clause (a) or (b) of the definition of such term, or any Person known by it to be a Sanctioned Person referred to in clause (c) of the definition of such term, or in any Sanctioned Country, in each case in any manner that, if undertaken by the Company, would result in the violation of any applicable Sanctions specified in clause (a) of the defined term "Sanctions."

ARTICLE VI

EVENTS OF DEFAULT

SECTION 6.01. Events of Default. If one or more of the following events ("Events of Default") shall have occurred and be continuing:

(a) any Borrower shall fail to pay (i) any principal on any Loan for a period of more than 2 Business Days after the same shall become due or (ii) interest on any Loan or any fees or any other amount payable hereunder or under any other Loan Document for a period of more than 5 Business Days after the same shall become due;

(b) any Borrower shall fail to observe or perform any covenant contained in Section 5.04 (with respect to existence of the Company and each Borrowing Subsidiary), Sections 5.07 to 5.10, inclusive, or Section 5.01(e) (but only so long as the Default or Event of Default referred to in Section 5.01(e) is continuing);

(c) any Borrower shall fail to observe or perform any covenant or agreement contained in any Loan Document (other than those covered by clause (a) or (b) above) for 10 days after written notice thereof has been given to such Borrower, or the Company on its behalf, by the Agent at the request of any Lender;

(d) any representation, warranty, certification or statement made (or deemed made) by the Company in this Agreement or by any other Borrower in the applicable Borrowing Subsidiary Agreement or in any certificate, financial statement or other document delivered pursuant to this Agreement shall prove to have been incorrect in any material respect when made (or deemed made);

(e) the Company or any Subsidiary shall fail to make any payment in respect of any Material Debt when due or within any applicable grace period;

(f) any event or condition shall occur which results in the acceleration of the maturity of any Material Debt or enables the holder of such Debt or obligor with respect to any commitment to provide such Debt or any Person acting on such holder's or obligor's behalf to accelerate the maturity thereof or, because such event or condition constitutes a default or event of default or similar event, however defined, under the instrument governing such commitment, to terminate such commitment;

(g) the Company or any Material Subsidiary shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;

(h) an involuntary case or other proceeding shall be commenced against the Company or any Material Subsidiary seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against the Company or any Material Subsidiary under the federal bankruptcy laws as now or hereafter in effect;

(i) any member of the ERISA Group shall fail to pay when due an amount or amounts aggregating at any given time in excess of US\$150,000,000 which it shall have become liable to pay under Title IV of ERISA; or notice of intent to terminate a Material Plan under a “distress termination” within the meaning of Section 4041(c) of ERISA shall be filed under Title IV of ERISA by any member of the ERISA Group, any plan administrator or any combination of the foregoing; or the PBGC shall institute proceedings under Title IV of ERISA to terminate, to impose liability (other than for premiums under Section 4007 of ERISA) in respect of, or to cause a trustee to be appointed to administer any Material Plan; or a condition described in Section 4042(a) of ERISA or any successor provision thereto shall exist by reason of which the PBGC would be entitled to obtain a decree adjudicating that any Material Plan must be terminated; or there shall occur a complete or partial withdrawal from, or a default, within the meaning of Section 4219(c)(5) of ERISA, with respect to, one or more Multiemployer Plans which could cause one or more members of the ERISA Group to incur a current payment obligation in excess of US\$100,000,000;

(j) a judgment or order for the payment of money in excess of the US Dollar Equivalent of US\$150,000,000 shall be rendered against the Company or any Subsidiary and such judgment or order shall continue unsatisfied and unstayed for a period of 30 days; or

(k) a Change in Control shall occur;

then, and in every such event, the Agent shall, at the request of the Required Lenders, by notice to the Company take either or both of the following actions, at the same or different times: (i) terminate forthwith the Commitments (if any) and (ii) declare the Loans then outstanding to be forthwith due and payable in whole or in part, whereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and any unpaid accrued fees and all other liabilities of the Borrowers accrued under all Loan Documents, shall become forthwith due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by the each Borrower, anything contained herein to the contrary notwithstanding; and in any event with respect to any Borrower described in clause (g) or (h) above, the Commitments (if any) shall automatically terminate and the principal of the Loans then outstanding, together with accrued interest thereon and any unpaid accrued fees and all other liabilities of the Borrowers accrued hereunder or under any other Loan Document, shall automatically become due and payable, without presentment, demand,

protest or any other notice of any kind, all of which are hereby expressly waived by the each Borrower, anything contained herein to the contrary notwithstanding.

SECTION 6.02. Notice of Default. The Agent shall give notice to the Company under Section 6.01(c) promptly upon being requested to do so by any Lender and shall thereupon notify all the Lenders thereof.

ARTICLE VII

THE AGENT

SECTION 7.01. Appointment and Authorization. Each Lender and Issuing Bank irrevocably appoints and authorizes the Agent to take such action and to exercise such powers under the Loan Documents as are delegated to the Agent by the terms hereof or thereof, together with all such powers as are reasonably incidental thereto.

SECTION 7.02. Agent and Affiliates. JPMCB shall have the same rights and powers under the Loan Documents as any other Lender or Issuing Bank and may exercise or refrain from exercising the same as though it were not the Agent, and JPMCB and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Company or any Subsidiary or any other Affiliate of the Company as if it were not the Agent hereunder, and without any duty to account therefor to the Lenders.

SECTION 7.03. Action by Agent. The obligations of the Agent hereunder are only those expressly set forth in the Loan Documents. Without limiting the generality of the foregoing, (a) the Agent shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing, (b) the Agent shall not have any duty to take any discretionary action or to exercise any discretionary power, discretionary rights and powers expressly contemplated by the Loan Documents that the Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Agent shall believe in good faith to be necessary, under the circumstances as provided in the Loan Documents); provided that the Agent shall not be required to take any action that, in its opinion, could expose the Agent to liability or be contrary to any Loan Document or applicable law, and (c) except as expressly set forth in the Loan Documents, the Agent shall not have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Company or any Subsidiary or any other Affiliate of the Company that is communicated to or obtained by the Person serving as the Agent or any of its Affiliates in any capacity.

SECTION 7.04. Consultation with Experts. The Agent may consult with legal counsel (who may be counsel for the Company), independent public accountants and other experts selected by it and shall not be liable for any action taken or omitted to be taken by it in good faith in accordance with the advice of such counsel, accountants or experts.

SECTION 7.05. Liability of Agent. Neither the Agent nor any of its Related Parties shall be liable for any action taken or not taken by it in connection herewith (a) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Agent shall believe in good faith to be necessary, under the circumstances as provided in the Loan Documents) or (b) in the absence of its own gross negligence or willful misconduct (such absence to be presumed unless otherwise determined by a court of competent jurisdiction by a final and non-appealable judgment). Neither the Agent nor any of its Related Parties shall be deemed to have knowledge of any Default unless and until

written notice thereof (stating that it is a “notice of default”) is given to the Agent by the Company or any Lender, and neither the Agent nor any of its Related Parties shall be responsible for or have any duty to ascertain, inquire into or verify (i) any statement, warranty or representation made in connection with any Loan Document or any borrowing hereunder, or the contents of any certificate, report or other document delivered thereunder or in connection therewith; (ii) the performance or observance of any of the covenants or agreements of any Borrower or any Lender; (iii) the satisfaction of any condition specified in Article IV, except receipt of items required to be delivered to the Agent; or (iv) the sufficiency, validity, enforceability, effectiveness or genuineness of any Loan Document or any other instrument or writing furnished in connection herewith. Without limiting the foregoing, the Agent shall have no obligation to take any action under Section 5.06. The Agent shall be entitled to rely, and shall not incur any liability for relying, upon any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person (whether or not such Person in fact meets the requirements set forth in the Loan Documents for being the signatory, sender or authenticator thereof). The Agent also shall be entitled to rely, and shall not incur any liability for relying, upon any statement made to it orally or by telephone and believed by it to be made by the proper Person (whether or not such Person in fact meets the requirements set forth in the Loan Documents for being the signatory, sender or authenticator thereof), and may act upon any such statement prior to receipt of written confirmation thereof.

SECTION 7.06. Credit Decision. Each Lender and Issuing Bank acknowledges that it has, independently and without reliance upon the Agent, any Arranger, any Syndication Agent or any other Lender, and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender and Issuing Bank also acknowledges that it will, independently and without reliance upon the Agent, any Arranger, any Syndication Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking any action under this Agreement. Each Lender and Issuing Bank, by delivering its signature page to this Agreement, or delivering its signature page to an Assignment and Assumption or an Accession Agreement, shall be deemed to have acknowledged receipt of, and consented to and approved, each Loan Document and each other document required to be delivered to, or be approved by or satisfactory to, the Agent or the Lenders and Issuing Banks on the Effective Date.

SECTION 7.07. Successor Agent. The Agent may resign at any time by giving notice thereof to the Lenders and the Company. Upon any such resignation, the Required Lenders shall have the right to appoint a successor Agent. If no successor Agent shall have been so appointed by the Required Lenders, and shall have accepted such appointment, within 30 days after the retiring Agent gives notice of resignation, then the retiring Agent may, on behalf of the Lenders, appoint a successor Agent, which shall be a commercial bank organized or licensed under the laws of the United States of America or of any State thereof and having a combined capital and surplus of at least US\$500,000,000. Upon the acceptance of its appointment as Agent hereunder by a successor Agent, such successor Agent shall thereupon succeed to and become vested with all the rights and duties of the retiring Agent, and the retiring Agent shall be discharged from its duties and obligations hereunder. After any retiring Agent’s resignation hereunder as Agent, the provisions of this Article and of Section 9.03 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Agent.

SECTION 7.08. Arrangers and Syndication Agents. The Arrangers and Syndication Agents shall, in their capacities as such, have no responsibilities, obligations or liabilities under any Loan Document.

SECTION 7.09 Agent Designees. The Agent is hereby authorized to designate one of its Affiliates (the “Agent Designee”) to perform the functions of the Agent with respect to Borrowings

denominated in any Designated Foreign Currency. The Agent shall designate the Agent Designee by notice to the Company and the Lenders (and may from time to time replace the Agent Designee with any of its Affiliates by notice to the Company and the Lenders). Upon and after any such designation, (a) copies of all Notices of Borrowing and all other notices required to be delivered hereunder with respect to Designated Foreign Currency Borrowings shall be delivered to both the Agent and the Agent Designee and (b) all references hereunder to the "Agent" and "Agent in London" in the context of Borrowings denominated in any Designated Foreign Currency shall be construed as including references to the Agent Designee. The Agent hereby designates J.P. Morgan Europe Limited as the initial Agent Designee.

ARTICLE VIII

GUARANTEE

In order to induce the Lenders to extend credit to the Borrowing Subsidiaries hereunder, the Company hereby irrevocably and unconditionally guarantees, as a primary obligor and not merely as a surety, the Obligations of the Borrowing Subsidiaries. The Company further agrees that the due and punctual payment of the Obligations of the Borrowing Subsidiaries may be extended or renewed, in whole or in part, without notice to or further assent from it, and that it will remain bound upon its guarantee hereunder notwithstanding any such extension or renewal of any Obligation.

The Company waives presentment to, demand of payment from and protest to any Borrowing Subsidiary of any of the Obligations, and also waives notice of acceptance of its obligations and notice of protest for nonpayment. The obligations of the Company under this Article VIII shall not be affected by (a) the failure of any Lender to assert any claim or demand or to enforce any right or remedy against any Borrowing Subsidiary under the provisions of this Agreement, any Borrowing Subsidiary Agreement, any other Loan Document or otherwise; (b) any extension or renewal of any of the Obligations of any Borrowing Subsidiary; (c) any rescission, waiver, amendment or modification of, or release of any Borrowing Subsidiary from, any of the terms or provisions applicable to any Borrowing Subsidiary of this Agreement, any Borrowing Subsidiary Agreement or any other Loan Document; (d) the failure or delay of any Lender to exercise any right or remedy against any other guarantor of the Obligations of any Borrowing Subsidiary; (e) the failure of any Lender to assert any claim or demand or to enforce any remedy under any Loan Document or any other agreement or instrument; (f) any default, failure or delay, willful or otherwise, in the performance of the Obligations of any Borrowing Subsidiary; or (g) any other act (other than payment or performance of the Obligations of any Borrowing Subsidiary), omission or delay to do any other act which may or might in any manner or to any extent vary the risk of the Company or otherwise operate as a discharge of the Company as Guarantor as a matter of law or equity or which would impair or eliminate any right of the Company to subrogation.

The Company further agrees that its guarantee hereunder constitutes a promise of payment when due (whether or not any bankruptcy or similar proceeding of any Borrowing Subsidiary shall have stayed the accrual or collection of any of the Obligations of such Borrowing Subsidiary or operated as a discharge thereof) and not merely of collection, and waives any right to require that any resort be had by any Lender to any balance of any deposit account or credit on the books of any Lender in favor of any Borrower or Subsidiary or any other Person.

The obligations of the Company under this Article VIII shall not be subject to any reduction, limitation, impairment or termination for any reason, and shall not be subject to any defense or setoff, counterclaim, recoupment or termination whatsoever, by reason of the invalidity, illegality or unenforceability of the Obligations of any Borrowing Subsidiary, any impossibility in the performance of the Obligations of

any Borrowing Subsidiary, any law or regulation of any jurisdiction or any other event affecting any term of the Obligations of any Borrowing Subsidiary or otherwise.

The Company further agrees that its obligations under this Article VIII shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any Obligation of any Borrowing Subsidiary is rescinded or must otherwise be restored by any Lender upon the bankruptcy or reorganization of any Borrower or otherwise.

In furtherance of the foregoing and not in limitation of any other right which any Lender may have at law or in equity against the Company by virtue hereof, upon the failure of any Borrowing Subsidiary to pay any Obligation of such Borrowing Subsidiary when and as the same shall become due, whether at maturity, by acceleration, after notice of prepayment or otherwise, the Company hereby promises to and will, upon receipt of written demand by the Agent, forthwith pay, or cause to be paid, to the Agent for distribution to the Lenders in cash an amount equal to the unpaid principal amount of such Obligation. The Company further agrees that if payment in respect of any such Obligation shall be due in a currency other than US Dollars and/or at a place of payment other than New York and if, by reason of any legal prohibition, disruption of currency or foreign exchange markets, war or civil disturbance or other event, payment of such Obligation in such currency or at such place of payment shall be impossible or, in the reasonable judgment of any Lender, not consistent with the protection of its rights or interests, then, at the election of such Lender, the Company shall make payment of such Obligation in US Dollars (based upon the applicable Exchange Rate in effect on the date of payment) and/or in New York, and shall indemnify such Lender against any losses or expenses (including losses or expenses resulting from fluctuations in exchange rates) that it shall sustain as a result of such alternative payment.

Upon payment in full by the Company of any Obligation of any Borrowing Subsidiary, each Lender shall, in a reasonable manner, assign to the Company the amount of such Obligation owed to such Lender and so paid, such assignment to be pro tanto to the extent to which the Obligation in question was discharged by the Company, or, if requested by the Company, make such disposition thereof as the Company shall direct (all without recourse to any Lender and without any representation or warranty by any Lender). Upon payment by the Company of any sums as provided above, all rights of the Company against any Borrowing Subsidiary arising as a result thereof by way of right of subrogation or otherwise shall in all respects be subordinated and junior in right of payment to the prior indefeasible payment in full of all the Obligations owed by such Borrowing Subsidiary to the Lenders.

ARTICLE IX

MISCELLANEOUS

SECTION 9.01. Notices. (a) Except in the case of notices and other communications expressly permitted to be given by telephone (and subject to paragraph (b) of this Section), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by fax, as follows:

- (i) in the case of any Borrower, to its (or, in the case of a Borrowing Subsidiary, to it in care of the Company) at 3005 Highland Parkway, Suite 200, Downers Grove, Illinois 60515, Attention of Treasurer (Fax No. 630-743-2671);
 - (ii) if to the Agent, to JPMorgan Chase Bank, N.A., 1111 Fannin, Floor 10, Houston, TX 77002, Attention of Shannon Handcox (Fax No.: (713) 750-2878), with copies to JPMorgan Chase Bank, N.A., 383 Madison Avenue, Floor 24, New York, New York 10179, Attention
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of Richard Duker (Fax No.: (212) 270-5100), and with respect to any Designated Foreign Currency Borrowing, to J. P. Morgan Europe Limited, 25 Bank Street, Floor 6, Canary Wharf, London, E14 5JP, United Kingdom, Attention of Agency Department (Fax No.: 44 207 7772360) or to any other Agent Designee as directed by the Agent; and

(iii) in the case of any Lender, at its address or facsimile number set forth in its Administrative Questionnaire.

Any party hereto may change its address or fax number for notices and other communications hereunder by notice to the other parties hereto.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by fax shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient); and notices delivered through electronic communications to the extent provided in paragraph (b) of this Section shall be effective as provided in such paragraph.

(b) Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications (including email and Internet and intranet websites) pursuant to procedures approved by the Agent; provided that the foregoing shall not apply to notices under Article II to any Lender if such Lender has notified the Agent that it is incapable of receiving notices under such Article by electronic communication. Any notices or other communications to the Agent, the Company or any Borrowing Subsidiary may be delivered or furnished by electronic communications pursuant to procedures approved by the recipient thereof prior thereto; provided that approval of such procedures may be limited or rescinded by any such Person by notice to each other such Person.

(c) Unless the Agent otherwise prescribes, notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgment from the intended recipient (such as the "return receipt requested" function, as available, return e-mail or other written acknowledgment); provided that, if such notice, email or other communication is not sent during the normal business hours of the recipient, such notice of communication shall be deemed to have been sent at the opening of business on the next Business Day for the recipient.

SECTION 9.02. No Waivers. No failure or delay by the Agent or any Lender in exercising any right, power or privilege hereunder or under any other Loan Document shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

SECTION 9.03. Expenses; Indemnification. (a) The Company shall pay (i) all reasonable out-of-pocket expenses of the Agent and the Arrangers, including reasonable fees and disbursements of counsel for the Agent and the Arrangers, in connection with the syndication of the credit facility provided for herein, the preparation and administration of the Loan Documents, any waiver or consent under any Loan Document or any amendment hereof or thereof or any Default or alleged Default under any Loan Document and (ii) if an Event of Default occurs, all reasonable out-of-pocket expenses incurred by the Agent and each Lender, including fees and disbursements of counsel, in connection with such Event of Default and collection, bankruptcy, insolvency and other enforcement proceedings resulting therefrom.

(b) The Company agrees to indemnify the Agent, each Arranger, each Lender and the respective Related Parties of the foregoing (each an “Indemnitee”) and hold each Indemnitee harmless from and against any and all liabilities, losses, damages, costs and expenses of any kind, including, without limitation, the reasonable fees and disbursements of counsel, which may be incurred by such Indemnitee in connection with any investigative, administrative or judicial proceeding (whether or not such Indemnitee or any other party to this Agreement shall be designated a party thereto) brought or threatened relating to or arising out of any Loan Document or any actual or proposed use of proceeds of Loans hereunder; provided that no Indemnitee shall have the right to be indemnified hereunder for any such losses, liabilities, claims, damages or expenses to the extent incurred (i) as the result of any such Indemnitee’s (or its Related Parties) gross negligence or willful misconduct, as determined by the final judgment of a court of competent jurisdiction, or (ii) by a Lender or its Related Parties in connection with a proceeding with any other Lender or any Assignee or Participant that (x) arises in connection with an assignment, participation or other transfer pursuant to Section 9.05, (y) does not relate to any action taken or failed to be taken by any Borrower and (z) does not relate to any right or obligation of any Borrower.

(c) To the extent permitted by applicable law, neither the Company nor any Borrowing Subsidiary shall assert, or permit any of its Affiliates or Related Parties to assert, and each hereby waives, any claim against any Indemnitee for any damages arising from the use by others of information or other materials obtained through telecommunications, electronic or other information transmission systems (including the Internet), except to the extent such damages arise from such Indemnitees’ gross negligence or willful misconduct, as determined by a court of competent jurisdiction in a final and nonappealable judgment (it being understood and agreed that the foregoing does not constitute a waiver of any claim or other right with respect to any breach by any Indemnitee of its obligations under Section 9.13). No party hereto, or any of its Related Parties, shall have any liability, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, any Loan or the use of the proceeds thereof, and no party hereto shall assert, or permit any of its Affiliates or Related Parties to assert, and each hereby waives, any such liability (it being understood and agreed that nothing in this sentence shall relieve the Company or the Borrowing Subsidiaries of their obligations under the preceding paragraphs of this Section 9.03).

(d) To the extent that the Borrowers fail to pay any amount required to be paid by them under paragraph (a) or (b) of this Section to the Agent (or any sub-agent thereof), any Issuing Bank or any Related Party of any of the foregoing (and without limiting their obligation to do so), each Lender severally agrees to pay to the agent (or any such sub-agent), such Issuing Bank or such Related Party, as the case may be, such Lender’s pro rata share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount; provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Agent (or such sub-agent) or such Issuing Bank in its capacity as such, or against any Related Party of any of the foregoing acting for the Agent (or any such sub-agent) or any Issuing Bank in connection with such capacity. For purposes of this Section, a Lender’s “pro rata share” shall be determined based upon its share of the sum of the total Credit Exposures and unused Commitments.

SECTION 9.04. Amendments and Waivers. None of this Agreement, any other Loan Document or any provision hereof or thereof may be waived, amended or modified except, in the case of this Agreement, pursuant to an agreement or agreements in writing entered into by the Company, the Agent and the Required Lenders and, in the case of any other Loan Document, pursuant to an agreement or agreements in writing entered into by the Agent and the Loan Party or Loan Parties that are parties thereto, in each case with the consent of the Required Lenders, provided that (a) any provision of this Agreement or any other Loan

Document may be amended by an agreement in writing entered into by the Company and the Agent to cure any ambiguity, omission, defect or inconsistency so long as, in each case, (i) such amendment does not adversely affect the rights of any Lender or (ii) the Lenders shall have received at least five Business Days' prior written notice thereof and the Agent shall not have received, within five Business Days of the date of such notice to the Lenders, a written notice from the Required Lenders stating that the Required Lenders object to such amendment and (b) no such agreement shall (i) increase the Commitment of any Lender without the written consent of such Lender, (ii) reduce the principal amount of any Loan or LC Disbursement or reduce the rate of interest thereon or reduce any fees payable hereunder without the written consent of each Lender affected thereby, (iii) postpone the scheduled maturity date of any Loan or the required date of reimbursement of any LC Disbursement, or any date for the payment of any interest or fees payable hereunder, or permit the issuance of any Letter of Credit expiring after the Maturity Date, or reduce the amount of, waive or excuse any such payment, or postpone the scheduled date of expiration of any Commitment, without the written consent of each Lender affected thereby, (iv) change Section 2.16(b) or 2.16(c) in a manner that would alter the pro rata sharing of payments required thereby without the written consent of each Lender, (v) change any of the provisions of this Section or the percentage set forth in the definition of the term "Required Lenders" or any other provision of this Agreement specifying the number or percentage of Lenders (or Lenders of any Class) required to waive, amend or modify any rights thereunder or make any determination or grant any consent thereunder, without the written consent of each Lender (or each Lender of such Class, as the case may be), (vi) release or limit the obligations of the Company in respect of its Guarantee under Article VIII, or (vii) change any provisions of any Loan Document in a manner that by its terms adversely affects the rights in respect of payments due to Lenders holding Loans or participating in Letters of Credit of either Class differently than those holding Loans or participating in Letters of Credit of the other Class, without the written consent of Lenders representing a majority in interest of such affected Class; provided further that (1) no such agreement shall amend, modify, extend or otherwise affect the rights or obligations of the Agent or any Issuing Bank without the prior written consent of the Agent or such Issuing Bank, as the case may be, and (2) any amendment, waiver or other modification of this Agreement that by its terms affects the rights or duties under this Agreement of the Lenders of one Class (but not the Lenders of the other Class) may be effected by an agreement or agreements in writing entered into by the Company and the percentage in interest of the affected Class of Lenders that would be required to consent thereto under this Section if such Class of Lenders were the only Class of Lenders hereunder at the time. Notwithstanding the foregoing, no consent with respect to any amendment, waiver or other modification of this Agreement or any other Loan Document shall be required of (x) any Defaulting Lender, except with respect to any amendment, waiver or other modification referred to in clause (b)(i), (ii) or (iii) of the first proviso of this paragraph and then only in the event such Defaulting Lender shall be affected by such amendment, waiver or other modification or (y) in the case of any amendment, waiver or other modification referred to in clause (b) of the first proviso of this paragraph, any Lender that receives payment in full of the principal of and interest accrued on each Loan made by, and all other amounts owing to, such Lender or accrued for the account of such Lender under this Agreement and the other Loan Documents at the time such amendment, waiver or other modification becomes effective and whose Commitments terminate by the terms and upon the effectiveness of such amendment, waiver or other modification. Notwithstanding the foregoing, the LC Commitment of any Issuing Bank may be reduced or increased by an agreement between such Issuing Bank and the Company (such increase or decrease to become effective upon the delivery of a notice thereof, executed by such Issuing Bank and the Company, to the Agent).

SECTION 9.05. Successors and Assigns. (a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that (i) no Borrower may assign or otherwise transfer any of its rights under this Agreement without the prior written consent of all Lenders (and any attempted assignment or transfer by any Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations

hereunder except in accordance with this Section. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants (to the extent provided in this Section), the Arrangers, the Syndication Agents and, to the extent expressly contemplated hereby, the Agent Designees and the Related Parties of any of the Agent, the Arrangers, the Syndication Agents and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Any Lender may at any time grant to one or more Eligible Assignees (each a “Participant”) participating interests in its Commitment or any or all of its Loans. In the event of any such grant by a Lender of a participating interest to a Participant, whether or not upon notice to the Company and the Agent, such Lender shall remain solely responsible for the performance of its obligations hereunder, which obligations shall remain unchanged, and the relevant Borrower and the Agent shall continue to deal solely and directly with such Lender in connection with such Lender’s rights and obligations under this Agreement. Any agreement pursuant to which any Lender may grant such a participating interest shall provide that such Lender shall retain the sole right and responsibility to enforce the obligations of the Borrowers hereunder, including, without limitation, the right to approve any amendment, modification or waiver of any provision of this Agreement; provided that such participation agreement may provide that such Lender will not agree to any modification, amendment or waiver of this Agreement described in clause (b) of the first proviso to Section 9.04 without the consent of the Participant. Each Borrower agrees that each Participant shall, to the extent provided in its participation agreement, be entitled to the benefits of Sections 2.13, 2.14, 2.15 and 2.18 with respect to its participating interest (subject to the requirements and limitations therein, including the requirements under Section 2.15(f) (it being understood that the documentation required under Section 2.15(f) shall be delivered to the granting Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (c) of this Section; provided that such Participant agrees to be subject to the provisions of Sections 2.16 and 2.17 as if it were an assignee under paragraph (b) of this Section. Each Lender that sells a participation agrees, at the Borrower’s request and expense, to use reasonable efforts to cooperate with the Borrower to effectuate the provisions of Section 2.17(b) with respect to any Participant. An assignment or other transfer which is not permitted by paragraph (c) or (d) below shall be given effect for purposes of this Agreement only to the extent of a participating interest granted in accordance with this paragraph (b). Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrowers, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant’s interest in the Loans or other obligations under any Loan Document (the “Participant Register”); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant’s interest in any Loans, Commitments or other obligations under this any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such Loans, Commitments or other obligations are in registered form under Section 5f.103-1(c) of the U.S. Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Agent (in its capacity as the Agent) shall have no responsibility for maintaining a Participant Register.

(c) (i) Subject to the conditions set forth in paragraph (c)(ii) below, any Lender may assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld, conditioned or delayed) of (A) the Company; provided that no consent of the Company shall be required for assignments to an Affiliate of such Lender, any other Lender (other than a Defaulting Lender), an Approved Fund or, if an Event of Default has occurred and is continuing,

any Eligible Assignee, (B) the Agent and (C) each Issuing Bank; provided that no consent of the Agent shall be required for assignments to a Lender, an Affiliate of a Lender or an Approved Fund.

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender's Commitment or Loans, the amount of the Commitment or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Agent) shall not be less than \$5,000,000 unless each of the Company and the Agent otherwise consents; provided that no such consent of the Company shall be required if an Event of Default has occurred and is continuing;

(B) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement;

(C) the parties to each assignment shall execute and deliver to the Agent an Assignment and Assumption, together with a processing and recordation fee of \$3,500; provided that only one such processing and recordation fee shall be payable in the event of simultaneous assignments from any Lender or its Approved Funds to one or more other Approved Funds of such Lender;

(D) the assignee, if it shall not be a Lender, shall deliver to the Agent an Administrative Questionnaire in which the assignee designates one or more credit contacts to whom all syndicate-level information (which may contain MNPI) will be made available and who may receive such information in accordance with the assignee's compliance procedures and applicable law, including Federal, State and foreign securities laws; and

(E) if the Assignee is not incorporated under the laws of the United States of America or a State thereof, it shall deliver to the Company and the Agent certification as to exemption from deduction or withholding of any United States federal income taxes in accordance with Section 2.15.

(iii) Subject to the satisfaction of all requirements of this Section, including the acceptance and recording thereof pursuant to paragraph (c)(iv) of this Section, from and after the effective date specified in each Assignment and Assumption the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.13, 2.14, 2.15 and 2.18 (in each case, with respect to facts and circumstances occurring on or prior to the effective date of such assignment) and of Section 9.03).

(iv) The Agent, acting solely for this purpose as a non-fiduciary agent of the Borrowers, shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it that records of the names and addresses of the Lenders, and the Commitment of, and principal amount (and stated interest) of the Loans and LC Disbursements owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and the Borrowers, the Agent, the Issuing Banks and the Lenders may treat each Person whose name is recorded in the Register pursuant to

the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrowers and, as to entries pertaining to it, any Issuing Bank or Lender, at any reasonable time and from time to time upon reasonable prior notice.

(v) Upon receipt by the Agent of an Assignment and Assumption executed by an assigning Lender and an assignee, the assignee's completed Administrative Questionnaire (unless the assignee shall already be a Lender hereunder) and the processing and recordation fee referred to in this Section, the Agent shall accept such Assignment and Assumption and record the information contained therein in the Register; provided that the Agent shall not be required to accept such Assignment and Assumption or so record the information contained therein if the Agent reasonably believes that such Assignment and Assumption lacks any written consent required by this Section or is otherwise not in proper form, it being acknowledged that the Agent shall have no duty or obligation (and shall incur no liability) with respect to obtaining (or confirming the receipt) of any such written consent or with respect to the form of (or any defect in) such Assignment and Assumption, any such duty and obligation being solely with the assigning Lender and the assignee. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph, and following such recording, unless otherwise determined by the Agent (such determination to be made in the sole discretion of the Agent, which determination may be conditioned on the consent of the assigning Lender and the assignee), shall be effective notwithstanding any defect in the Assignment and Assumption relating thereto. Each assigning Lender and the assignee, by its execution and delivery of an Assignment and Assumption, shall be deemed to have represented to the Agent that all written consents required by this Section with respect thereto (other than the consent of the Agent) have been obtained and that such Assignment and Assumption is otherwise duly completed and in proper form, and each assignee, by its execution and delivery of an Assignment and Assumption, shall be deemed to have represented to the assigning Lender and the Agent that such assignee is an Eligible Assignee and that it shall have complied with the requirements of clause (E) of paragraph (c)(ii) of this Section.

(d) Any Lender may at any time pledge or assign all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or any central bank, and this Section shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment shall release the transferor Lender from its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(e) Notwithstanding anything else in this Agreement to the contrary, no Eligible Assignee, Participant or other transferee of any Lender's rights shall be entitled to receive any greater payment under Section 2.13 or 2.15 than such Lender would have been entitled to receive with respect to the rights transferred, unless (i) such entitlement to receive a greater payment results from a Change in Law that occurs after the applicable participation was acquired, (ii) such transfer is made with the Company's prior written consent or (iii) by reason of the provisions of Section 2.17 requiring such Lender to designate a different Applicable Lending Office under certain circumstances.

SECTION 9.06. Collateral. Each of the Lenders represents to the Agent and each of the other Lenders that it in good faith is not relying upon any "margin stock" (as defined in Regulation U) as collateral in the extension or maintenance of the credit provided for in this Agreement.

SECTION 9.07. Governing Law; Submission to Jurisdiction; Consent to Service of Process. (a) This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

(b) Each of the Borrowers, the Lenders, the Issuing Banks and the Agent hereby irrevocably and unconditionally submits, for itself and its property, to the jurisdiction of the United States District Court for the Southern District of New York and of the Supreme Court of the State of New York sitting in New York County, or any appellate court from any thereof, for purposes of all legal proceedings arising out of or relating to this Agreement, any other Loan Document or the transactions contemplated hereby or thereby, or for recognition or enforcement of any judgment, and each of the Borrowers, the Lenders, the Issuing Banks and the Agent hereby irrevocably and unconditionally agrees that all claims in respect of any such proceeding arising out of or relating to this Agreement or the other Loan Documents brought by it or any of its Affiliates shall be brought, and shall be heard and determined, exclusively in such New York State court or, to the extent permitted by law, in such Federal court; provided that any claim brought by any Lender or Issuing Bank or the Agent, or any Affiliate of any of the foregoing, in respect of any such claim relating to a Borrowing Subsidiary that is incorporated in, or conducts business in, a jurisdiction outside the United States may be brought, and may be heard and determined, in a court in the jurisdiction in which such Borrowing Subsidiary is incorporated or conducts business. Each of the Borrowers, the Lenders and the Agent agrees that a final judgment in any such proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(c) Each of the Borrowers, the Lenders, the Issuing Banks and the Agent hereby irrevocably and unconditionally waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such proceeding brought in a court referred to in paragraph (b) above and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum.

(d) Each of the Borrowers, the Lenders, the Issuing Banks and the Agent hereby irrevocably consents to service of process in the manner provided for notices in Section 9.01(a). Nothing in this Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

(e) Each Borrowing Subsidiary hereby irrevocably designates, appoints and empowers the Company as its designee, appointee and agent to receive, accept and acknowledge for and on its behalf, and in respect of its property, service of any and all legal process, summons, notices and documents that may be served in any such action or proceeding arising out of or relating to this Agreement or any other Loan Document. Such service may be made by mailing or delivering a copy of such process to any Borrowing Subsidiary in care of the Company at the Company's address used for purposes of giving notices under Section 9.01, and each Borrowing Subsidiary hereby irrevocably authorizes and directs the Company to accept such service on its behalf.

(f) In the event any Borrowing Subsidiary or any of its assets has or hereafter acquires, in any jurisdiction in which judicial proceedings may at any time be commenced with respect to this Agreement or any other Loan Document, any immunity from jurisdiction, legal proceedings, attachment (whether before or after judgment), execution, judgment or setoff, such Borrowing Subsidiary hereby irrevocably agrees not to claim and hereby irrevocably and unconditionally waives such immunity.

SECTION 9.08. Counterparts; Integration; Effectiveness. This Agreement may be signed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic image scan transmission shall be as effective as delivery of a manually executed counterpart of this Agreement. This Agreement and the other Loan Documents constitute the entire agreement and understanding among the parties hereto relating to the subject matter hereof and supersede any and all prior agreements and understandings, oral or written, relating to the subject matter hereof, including the commitments of the Lenders and, if applicable, their Affiliates under the commitment letter entered into in connection with the credit facility established hereby and any commitment advices submitted by them (but do not supersede any other provisions of such commitment letter or any fee letter referred to therein that do not by the terms of such documents terminate upon the effectiveness of this Agreement, all of which provisions shall remain in full force and effect). This Agreement shall become effective on the date on which the Agent has received counterparts hereof signed by each of the parties hereto (or, in the case of any party as to which an executed counterpart shall not have been received, written confirmation from such party in form satisfactory to the Agent of the execution of a counterpart hereof by such party); provided that the effectiveness of this Agreement is subject to the satisfaction or waiver of the conditions set forth in Section 4.01. The provisions of Sections 2.13, 2.14, 2.15, 2.18 and 9.03 and Articles VII and VIII shall survive the consummation of the transactions contemplated hereby, the repayment of the Loans, the expiration or termination of the Letters of Credit and the Commitments or the termination of this Agreement or any provision hereof.

SECTION 9.09. WAIVER OF JURY TRIAL. EACH OF THE BORROWERS, THE AGENT, THE ISSUING BANKS AND THE LENDERS HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH OF THE BORROWERS, THE AGENT, THE ISSUING BANKS AND THE LENDERS (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY HERETO WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 9.10. Conversion of Currencies. (a) If, for the purpose of obtaining judgment in any court, it is necessary to convert a sum owing hereunder in one currency into another currency, each party hereto (including any Borrowing Subsidiary) agrees, to the fullest extent that it may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures in the relevant jurisdiction the first currency could be purchased with such other currency on the Business Day immediately preceding the day on which final judgment is given.

(b) The obligations of each Borrower in respect of any sum due to any party hereto or any holder of the obligations owing hereunder (the "Applicable Creditor") shall, notwithstanding any judgment in a currency (the "Judgment Currency") other than the currency in which such sum is stated to be due hereunder (the "Agreement Currency"), be discharged only to the extent that, on the Business Day following receipt by the Applicable Creditor of any sum adjudged to be so due in the Judgment Currency, the Applicable Creditor may in accordance with normal banking procedures in the relevant jurisdiction purchase the Agreement Currency with the Judgment Currency; if the amount of the Agreement Currency which may be so purchased is less than the sum originally due to the Applicable Creditor in the Agreement Currency, such Borrower agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Applicable Creditor against such loss. The obligations of the Borrowers contained in this Section 9.10 shall survive the termination of this Agreement and the payment of all other amounts owing hereunder.

SECTION 9.11. Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts which are treated as interest on such Loan under applicable law (collectively the “Charges”), shall exceed the maximum lawful rate (the “Maximum Rate”) which may be contracted for, charged, taken, received or reserved by the Lender holding such Loan in accordance with applicable law, the rate of interest payable in respect of such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section shall be cumulated and the interest and Charges payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Effective Rate to the date of repayment, shall have been received by such Lender.

SECTION 9.12. USA Patriot Act. Each Lender hereby notifies the Borrowers that pursuant to the requirements of the USA Patriot Act, it is required to obtain, verify and record information that identifies the Borrowers, which information includes the name and address of the Borrowers and other information that will allow such Lender to identify the Borrowers in accordance with the requirements of the USA Patriot Act.

SECTION 9.13. Confidentiality. Each of the Agent and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its and its Affiliates’ directors, officers, employees and agents, including accountants, legal counsel and other advisors (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), (b) to the extent required by any regulatory authority, (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, provided that as promptly as practicable after receipt thereof the Agent or such Lender shall notify the Company of the receipt of such subpoena or other legal process, (d) to any other party to this Agreement, (e) in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Agreement or the enforcement of rights hereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the Obligations, (g) with the consent of the Company or (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section, (ii) becomes available to the Agent or any Lender on a nonconfidential basis from a source other than the Borrowers or (iii) is independently developed by the Agent or any Lender without reference to the Information. For the purposes of this Section, “Information” means all information received from the Borrowers relating to the Borrowers or their business, other than (i) any such information that is available to the Agent, any Lender or any Issuing Bank on a nonconfidential basis prior to disclosure by the Borrowers and (ii) information as to the existence and purpose of this Agreement, the nature and amount of the credit facilities established hereby and the titles and roles of JPMCB and the Arrangers routinely provided by arrangers to data service providers, including league table providers, that serve the lending industry. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

SECTION 9.14. No Fiduciary Relationship. The Borrowers agree that in connection with all aspects of the transactions contemplated hereby and any communications in connection therewith, the Borrowers, their Subsidiaries and their Affiliates, on the one hand, and the Agent, the Syndication Agents,

the Lenders and their Affiliates, on the other hand, will have a business relationship that does not create, by implication or otherwise, any fiduciary duty on the part of the Agent, the Syndication Agents, the Lenders or their Affiliates, and no such duty will be deemed to have arisen in connection with any such transactions or communications. The Borrowers understand that the Lenders and their Affiliates may have economic interests that conflict with those of the Borrowers.

SECTION 9.15. Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

SECTION 9.16. Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 9.17 Non-Public Information. (a) Each Lender acknowledges that all information, including requests for waivers and amendments, furnished by any Borrower or the Agent pursuant to or in connection with, or in the course of administering, this Agreement will be syndicate-level information, which may contain MNPI. Each Lender represents to the Borrowers and the Agent that (i) it has developed compliance procedures regarding the use of MNPI and that it will handle MNPI in accordance with such procedures and applicable law, including Federal, state and foreign securities laws, and (ii) it has identified in its Administrative Questionnaire a credit contact who may receive information that may contain MNPI in accordance with its compliance procedures and applicable law, including Federal, state and foreign securities laws.

(b) The Borrowers and each Lender acknowledge that, if information furnished by the Borrowers pursuant to or in connection with this Agreement is being distributed by the Agent through IntraLinks/IntraAgency, SyndTrak or another website or other information platform (the "Platform"), (i) the Agent may post any information that any Borrower has indicated as containing MNPI solely on that portion of the Platform as is designated for Private Side Lender Representatives and (ii) if the Borrowers have not indicated whether any information furnished by any of them pursuant to or in connection with this Agreement contains MNPI, the Agent reserves the right to post such information solely on that portion of the Platform as is designated for Private Side Lender Representatives. Each of the Borrowers agrees to specify whether any information furnished by such Borrower to the Agent pursuant to, or in connection with, this Agreement contains MNPI, and the Agent shall be entitled to rely on any such specification by the Borrowers without liability or responsibility for the independent verification thereof.

SECTION 9.18. Termination of Existing Credit Agreement. On the Closing Date, the Existing Credit Agreement (including the "Commitments" thereunder, but excluding Sections 2.16, 8.03, 8.04 and 10.03 and Article VII thereof insofar as they relate to events prior to the Closing Date) shall be terminated pursuant to Section 2.09 thereof. The undersigned Lenders, constituting at least the "Required Lenders" under and as defined in the Existing Credit Agreement, waive the notice required under such Section 2.09 for such termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

DOVER CORPORATION,

by /s/ Brad M. Cerepak

Name: Brad M. Cerepak

Title: Senior Vice President and Chief Financial
Officer

JPMORGAN CHASE BANK, N.A., in its individual
capacity and as Agent,

by /s/ Robert D. Bryant

Name: Robert D. Bryant

Title: Executive Director

SIGNATURE PAGE TO
THE CREDIT AGREEMENT DATED AS OF NOVEMBER 10, 2015,
OF DOVER CORPORATION

Name of Institution: Bank of America, N.A.

by /s/ Lindsay Kim

Name: Lindsay Kim

Title: Vice President

SIGNATURE PAGE TO
THE CREDIT AGREEMENT DATED AS OF NOVEMBER 10, 2015,
OF DOVER CORPORATION

Name of Institution: Wells Fargo Bank, National Association

by /s/ Peter Martinets

Name: Peter Martinets

Title: Managing Director

SIGNATURE PAGE TO
THE CREDIT AGREEMENT DATED AS OF NOVEMBER 10, 2015,
OF DOVER CORPORATION

Name of Institution: Citibank, N.A.

by /s/ Susan Manuelle

Name: Susan Manuelle
Title: Vice President

SIGNATURE PAGE TO
THE CREDIT AGREEMENT DATED AS OF NOVEMBER 10, 2015,
OF DOVER CORPORATION

DEUTSCHE BANK AG NEW YORK BRANCH, as a lender

By /s/ Ming K. Chu

Name: Ming K. Chu
Title: Vice President

By /s/ Virginia Cosenza

Name: Virginia Cosenza
Title: Vice President

SIGNATURE PAGE TO
THE CREDIT AGREEMENT DATED AS OF NOVEMBER 10, 2015,
OF DOVER CORPORATION

Name of Institution: GOLDMAN SACHS BANK USA

by /s/ Rebecca Kratz

Name: Rebecca Kratz

Title: Authorized Signatory

SIGNATURE PAGE TO
THE CREDIT AGREEMENT DATED AS OF NOVEMBER 10, 2015,
OF DOVER CORPORATION

Name of Institution: HSBC Bank USA, N.A.

by /s/ Fik Durmus

Name: Fik Durmus
Title: Senior Vice President

For any Lender requiring a second signature block:

by

Name:
Title:

SIGNATURE PAGE TO
THE CREDIT AGREEMENT DATED AS OF NOVEMBER 10, 2015,
OF DOVER CORPORATION

Name of Institution: MIZUHO BANK, LTD.

by /s/ Donna DeMagistris

Name: Donna DeMagistris
Title: Authorized Signatory

SIGNATURE PAGE TO
THE CREDIT AGREEMENT DATED AS OF NOVEMBER 10, 2015,
OF DOVER CORPORATION

Name of Institution: ING Bank N.V., Dublin Branch

by /s/ Sean Hassett

Name: Sean Hassett
Title: Director

by /s/ Maurice Kenny

Name: Maurice Kenny
Title: Director

SIGNATURE PAGE TO
THE CREDIT AGREEMENT DATED AS OF NOVEMBER 10, 2015,
OF DOVER CORPORATION

Name of Institution: THE BANK OF NOVA SCOTIA

by /s/ Mauricio Saishio

Name: Mauricio Saishio
Title: Director

SIGNATURE PAGE TO
THE CREDIT AGREEMENT DATED AS OF NOVEMBER 10, 2015,
OF DOVER CORPORATION

Name of Institution: Skandinaviska Enskilda Banken AB (publ)

by /s/ Penny Neville-Park

Name: Penny Neville-Park
Title:

For any Lender requiring a second signature block:

by /s/ Duncan Nash

Name: Duncan Nash
Title:

SIGNATURE PAGE TO
THE CREDIT AGREEMENT DATED AS OF NOVEMBER 10, 2015,
OF DOVER CORPORATION

Name of Institution: U.S. Bank National Association

by /s/ Mary Ann Hawley

Name: Mary Ann Hawley
Title: Vice President

SIGNATURE PAGE TO
THE CREDIT AGREEMENT DATED AS OF NOVEMBER 10, 2015,
OF DOVER CORPORATION

Name of Institution: The Northern Trust Company

by /s/ M. Scott Randall

Name: M. Scott Randall
Title: Second Vice President

For any Lender requiring a second signature block:

by

Name:
Title:

COMMITMENTS TRANCHE ONE

Lender	Commitment
JPMorgan Chase Bank, N.A.	\$110,000,000.00
Bank of America, N.A.	\$110,000,000.00
Wells Fargo Bank, National Association	\$110,000,000.00
Citibank, N.A.	\$85,000,000.00
Deutsche Bank AG New York Branch	\$85,000,000.00
Goldman Sachs Bank USA	\$85,000,000.00
HSBC Bank USA, National Association	\$85,000,000.00
Mizuho Bank, Ltd.	\$85,000,000.00
ING Bank N.V.	\$52,500,000.00
The Bank of Nova Scotia	\$52,500,000.00
Skandinaviska Enskilda Banken AB (publ)	\$52,500,000.00
U.S. Bank National Association	\$52,500,000.00
Total Tranche One Commitments	\$965,000,000.00

TRANCHE TWO

Lender	Commitment
The Northern Trust Company	\$35,000,000.00
Total Tranche Two Commitments	\$35,000,000.00
Total Commitments	\$1,000,000,000.00

Schedule 2.19
Borrower Subsidiary Approved Jurisdictions

1. Canada
 2. Czech Republic
 3. Federal Republic of Germany
 4. French Republic
 5. Grand Duchy of Luxembourg
 6. Hellenic Republic (Greece)
 7. Hungary
 8. Italian Republic
 9. Kingdom of Belgium
 10. Kingdom of Denmark
 11. Kingdom of Norway
 12. Kingdom of Spain
 13. Kingdom of Sweden
 14. Kingdom of the Netherlands
 15. Portuguese Republic
 16. Principality of Liechtenstein
 17. Republic of Austria
 18. Republic of Bulgaria
 19. Republic of Croatia
 20. Republic of Cyprus
 21. Republic of Estonia
 22. Republic of Finland
 23. Republic of Iceland
 24. Republic of Ireland
 25. Republic of Latvia
 26. Republic of Lithuania
 27. Republic of Malta
 28. Republic of Poland
 29. Republic of Slovenia
 30. Romania
 31. Slovakia (Slovak Republic)
 32. State of Japan
 33. Swiss Confederation
 34. United Kingdom of Great Britain and Northern Ireland
-

[FORM OF ASSIGNMENT AND ASSUMPTION] ASSIGNMENT AND ASSUMPTION

Reference is made to the Five-Year Credit Agreement dated as of November [], 2015 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Dover Corporation, a Delaware corporation (the "Company"), the Borrowing Subsidiaries from time to time party thereto, the Lenders party thereto and JPMorgan Chase Bank, N.A., as Agent. Terms defined in the Credit Agreement are used herein with the same meanings.

1. The Assignor hereby sells and assigns, without recourse, to the Assignee, and the Assignee hereby purchases and assumes from the Assignor, subject to and in accordance with the terms set forth herein and the Credit Agreement, effective as of the Effective Date inserted by the Agent as contemplated below, the interests set forth below in (a) all the Assignor's rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the credit facility provided for under the Credit Agreement (including any Guarantees included in such credit facility) and (b) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (a) above (the rights and obligations sold and assigned pursuant to clauses (a) and (b) above being referred to herein collectively as the "Assigned Interest"). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor.

2. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, other than the representations and warranties made by it herein, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement or any other Loan Document, (iii) the financial condition of the Company, any of its Subsidiaries or other Affiliates or any other Person obligated in respect of the Credit Agreement or any other Loan Document or (iv) the performance or observance by the Company, any of its Subsidiaries or other Affiliates or any other Person of any of their respective obligations under the Credit Agreement or any other Loan Document.

3. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it satisfies the requirements, if any, specified in the Credit Agreement that are required to be satisfied by it in order to acquire the Assigned Interest and become a Lender, (iii) from and after the Effective

Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to Article V thereof (or, prior to the first such delivery, the financial statements referred to in Section 3.04 thereof), and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the Agent, the Assignor or any other Lender, and (v) attached to this Assignment and Assumption is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement (including Section 2.15 thereof), including, if the Assignee is not already a Lender, a completed Administrative Questionnaire in which the Assignee designates one or more credit contacts to whom all syndicate-level information (which may contain MNPI about the Company, its Subsidiaries and their securities) will be made available and who may receive such information in accordance with the Assignee's compliance procedures and applicable laws, including Federal and state securities laws, duly completed and executed by the Assignee, (b) agrees that (i) it will, independently and without reliance on the Agent, the Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender and (c) appoints and authorizes the Agent to take such action as agent on its behalf and to exercise such powers under the Loan Documents as are delegated to the Agent by the terms thereof, together with such powers as are reasonably incidental thereto.

4. From and after the Effective Date, the Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignee whether such amounts have accrued prior to or on or after the Effective Date. The Assignor and the Assignee shall make all appropriate adjustments in payments by the Agent for periods prior to the Effective Date or with respect to the making of this assignment directly between themselves.

5. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by facsimile or other electronic image scan transmission shall be as effective as delivery of a manually executed counterpart of this Assignment and Assumption.

6. **THIS ASSIGNMENT AND ASSUMPTION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

Legal Name of Assignor: _____

Legal Name of Assignee: _____

[and is a Lender or an Affiliate/Approved Fund of [Identify Lender]]¹

Assigned Interest:

Aggregate Amount of Commitments/Loans of all Lenders	Principal Amount of the Commitment/Loans Assigned ²	Commitment/Loans Assigned as a Percentage of Aggregate Commitments/Loans of all Lenders ³
\$	\$	%

Effective Date: _____, 20 [TO BE INSERTED BY AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR]

¹ Select as applicable.

² Must comply with the minimum assignment amounts set forth in Section 9.05(c)(ii)(A) of the Credit Agreement, to the extent such minimum assignment amounts are applicable.

³ Set forth, to at least 9 decimals, as a percentage of the Commitments/Loans of all Lenders.

The terms set forth above are hereby agreed to:

[Name of Assignor],
as Assignor,
by: _____

Name:
Title:

[Consented to and]⁴ Accepted: JPMORGAN CHASE BANK,
N.A., as Agent,
by: _____

Name:
Title:

[Name of Assignor],
as Assignor,
by: _____

Name:
Title:

DOVER CORPORATION,
by: _____

Name:
Title:⁵

⁴ To be included only if the consent of the Agent is required by Section 9.05(c) of the Credit Agreement.

⁵ To be included only if the consent of the Company is required by Section 9.05(c) of the Credit Agreement.

[FORM OF BORROWING SUBSIDIARY AGREEMENT]

BORROWING SUBSIDIARY AGREEMENT dated as of [], 20[] (this "Agreement"), among Dover Corporation, a Delaware corporation (the "Company"), [Name of Borrowing Subsidiary], a [jurisdiction] [form of organization] (the "New Borrowing Subsidiary"), and JPMorgan Chase Bank, N.A., as Agent.

Reference is made to the Five-Year Credit Agreement dated as of November [], 2015 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Company, the Borrowing Subsidiaries from time to time party thereto, the Lenders party thereto and JPMorgan Chase Bank, N.A., as Agent. Capitalized terms used herein but not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.

Under the Credit Agreement, the Lenders have agreed, upon the terms and subject to the conditions therein set forth, to make Loans to the Borrowing Subsidiaries, and the Company and the New Borrowing Subsidiary desire that the New Borrowing Subsidiary become a Borrowing Subsidiary. Subject to Section 2.19 of the Credit Agreement, upon execution of this Agreement by each of the Company, the New Borrowing Subsidiary and the Agent, the New Borrowing Subsidiary shall be a party to the Credit Agreement and a "Borrowing Subsidiary" and a "Borrower" for all purposes thereof, and the New Borrowing Subsidiary hereby agrees to be bound by all provisions of the Credit Agreement. The Company agrees that the Guarantee of the Company contained in the Credit Agreement will apply to the Obligations of the New Borrowing Subsidiary.

Each of the Company and the New Borrowing Subsidiary represents and warrants that the representations and warranties of the Company in the Credit Agreement relating to the New Borrowing Subsidiary and this Agreement are true and correct on and as of the date hereof.

[The New Borrowing Subsidiary represents and warrants that (a) the New Borrowing Subsidiary is subject, under the laws of the jurisdiction in which it is organized and existing, to civil and commercial laws with respect to its obligations under this Agreement, the Credit Agreement and the other Loan Documents to which it is a party, and the execution, delivery and performance by the New Borrowing Subsidiary of this Agreement, the Credit Agreement and such other Loan Documents constitute and will constitute private and commercial acts and not public or governmental acts, and (b) neither the New Borrowing Subsidiary nor any of its property has any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution of judgment or otherwise) under the laws of the jurisdiction in which it is organized and existing in respect of its obligations under this Agreement, the Credit Agreement and such other Loan Documents.]¹

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

¹ Insert if the New Borrowing Subsidiary is a Subsidiary organized under the laws of a jurisdiction other than the United States of America (including each State thereof and the District of Columbia).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized officers as of the date first appearing above.

DOVER CORPORATION

by: _____
Name:
Title:

[NAME OF NEW BORROWING SUBSIDIARY],

by: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A., as Agent

by: _____
Name:
Title:

[FORM OF BORROWING SUBSIDIARY TERMINATION]

BORROWING SUBSIDIARY TERMINATION

JPMorgan Chase Bank, N.A., as Administrative Agent
under the Credit Agreement referred to below c/o JPMorgan Chase Bank, N.A.,
as Administrative Agent 1111 Fannin, Floor 10
Houston, Texas 77002
Fax No. (713) 750-2878

[Date]

Ladies and Gentlemen:

The undersigned, Dover Corporation, a Delaware corporation (the "Company"), refers to the Five-Year Credit Agreement dated as of November [], 2015 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Company, the Borrowing Subsidiaries from time to time party thereto, the Lenders party thereto and JPMorgan Chase Bank, N.A., as Agent. Capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.

The Company hereby terminates the status of [] (the "Terminated Borrowing Subsidiary") as a Borrowing Subsidiary under the Credit Agreement. [The Company represents and warrants that no Loans made to the Terminated Borrowing Subsidiary are outstanding as of the date hereof and that all amounts payable by the Terminated Borrowing Subsidiary in respect of interest and/or fees (and, to the extent notified by the Agent or any Lender, any other amounts payable under the Credit Agreement) pursuant to the Credit Agreement have been paid in full on or prior to the date hereof.] [The Company acknowledges that the Terminated Borrowing Subsidiary shall continue to be a Borrowing Subsidiary until such time as all Loans made to the Terminated Borrowing Subsidiary shall have been repaid and all amounts payable by the Terminated Borrowing Subsidiary in respect of interest and/or fees (and, to the extent notified by the Agent or any Lender, any other amounts payable under the Credit Agreement) pursuant to the Credit Agreement shall have been paid in full, provided that the Terminated Borrowing Subsidiary shall not have the right to make further Borrowings under the Credit Agreement.]

THIS INSTRUMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

Very truly yours,

DOVER CORPORATION

by: _____

Name:

Title:

[Form of Opinion of Counsel for the Company]

Ivonne M. Cabrera
Senior Vice President, General Counsel and Secretary

November [], 2015

To each of the Lenders and
the Agent party to the
Credit Agreement referred to below

c/o JPMorgan Chase Bank, N.A.,
as Administrative Agent
383 Madison Avenue, Floor 24 New York, New York 10179

Re: Five-Year Credit Agreement dated as of November [], 2015, among Dover Corporation, the Borrowing Subsidiaries party thereto, the Lenders party thereto, and JPMorgan Chase Bank, N.A., as Administrative Agent

Ladies and Gentlemen:

I am Senior Vice President, General Counsel and Secretary of Dover Corporation, a Delaware corporation (the "Company"), and have acted as counsel to the Company in connection with the Five-Year Credit Agreement dated as of November [], 2015 (the "Credit Agreement"), among the Company, the Borrowing Subsidiaries from time to time party thereto, the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent. This opinion is being rendered to you pursuant to Section 4.01(a)(i) of the Credit Agreement. Capitalized terms used but not defined herein have the meanings attributed to them in the Credit Agreement.

The Company conducts substantially all of its business through its reporting business segments (the "Segments"). I am not the General Counsel of any of the Segments, but the Segments report to me quarterly on material litigation and/or contingencies and review other legal matters with me from time to time.

I have examined the Credit Agreement and the originals or copies certified or otherwise identified to my satisfaction, of such documents, corporate records, certificates of public officials and other instruments as I have deemed relevant and necessary as the basis for the opinions set forth below.

In such examination, I have assumed the legal capacity of all natural persons, the genuineness of all signatures, the authenticity of all documents submitted to me as originals, the conformity to original documents of all documents submitted to me

as certified, photostatic or facsimile copies and the authenticity of the originals of such copies.

As to various questions of fact material to the opinions rendered herein, I have relied upon the statements and representations in the documents which I have examined. I have assumed the due execution and delivery, pursuant to due authorization, of the documents that I have examined by each party thereto other than the Company, that each such party has the full power, authority and legal right to enter into and perform its obligations under each such document to which it is a party, that each such document constitutes the valid and legally binding obligation of each such other party, enforceable against such party in accordance with its terms, and that each such party has satisfied those legal requirements that are applicable to it to the extent necessary to make such documents enforceable against it. I have further assumed that there has not been any mutual mistake of fact or misunderstanding, fraud, duress or undue influence, and that there are no agreements or understandings among the parties, written or oral, and there is no usage of trade or course of prior dealing among the parties that would, in either case, define, supplement or qualify the terms of the Credit Agreement.

Based upon my examination, as described above, and subject to the assumptions and qualifications stated, I am of the opinion that:

1. The Company is a corporation incorporated and in good standing and has a legal corporate existence under the laws of the State of Delaware, and is duly qualified and in good standing in each other jurisdiction in the United States where the failure to be so qualified would have a material adverse effect on the business, consolidated financial position or consolidated results of operations of the Company and its Consolidated Subsidiaries, considered as a whole. The Company has all corporate powers and all material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted, except for any such licenses, authorizations, consents and approvals the failure to have which would not have a material adverse effect on the business, consolidated financial position or consolidated results of operations of the Company and its Consolidated Subsidiaries, considered as a whole.

2. The execution, delivery and performance by the Company of the Credit Agreement are within the Company's corporate powers and have been duly authorized by all necessary corporate action on the part of the Company. The Credit Agreement has been duly executed and delivered by the Company.

3. The Credit Agreement constitutes a valid and binding agreement of the Company, enforceable against the Company in accordance with its terms.

4. The execution, delivery and performance by the Company of the Credit Agreement, and the borrowings by the Company thereunder, will not (a) require the consent, approval or authorization of, or any registration, declaration or filing with, the State of New York or the United States of America, or any of their respective agencies, other than filing of a Current Report on Form 8-K and a copy of the Credit Agreement

under the Securities Exchange Act of 1934, as amended, or (b) violate any statute or regulation of the State of New York or the United States of America applicable to the Company or its Subsidiaries listed on Annex 1 hereto.

5. The execution, delivery and performance by the Company of the Credit Agreement,

and the borrowings by the Company thereunder, will not contravene, or constitute a default under, or result in the creation or imposition of any Lien on any asset of the Company or any of its Subsidiaries listed on Annex 1 hereto under (a) the certificate of incorporation or by-laws of the Company or (b) any agreement, judgment, injunction, order, decree or other instrument actually known to me and binding upon the Company or any of its Subsidiaries listed on Annex 1 hereto. Based on factual information provided by the Company, the Subsidiaries listed on Annex 1 hereto are all the Subsidiaries of the Company incorporated in any jurisdiction within the United States which fall within the definition of a “significant subsidiary” contained as of the date hereof in Regulation S-X of the Securities and Exchange Commission.

6. To my knowledge, there is no action, suit or proceeding pending against or threatened against or affecting the Company or any of its Subsidiaries before any court or arbitrator or any governmental body, agency or official, in which there is a reasonable possibility of an adverse decision which could have a material adverse effect on the business, consolidated financial position or consolidated results of operations of the Company and its Consolidated Subsidiaries, considered as a whole, or which in any manner draws into question the validity of the Credit Agreement.

7. Each of the Company’s corporate Subsidiaries listed on Annex 1 hereto is a corporation incorporated and in good standing under the laws of its jurisdiction of incorporation. Each of the Company’s corporate Subsidiaries listed on Annex 1 hereto has all corporate powers and all material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted, except for any such licenses, authorizations, consents and approvals the failure to have which would not have a material adverse effect on the business, consolidated financial position or consolidated results of operations of the Company and its Consolidated Subsidiaries, considered as a whole.

8. The Company is not an “investment company” within the meaning of the Investment Company Act of 1940, as amended.

In giving the opinions expressed above, I express no opinion as to the enforceability of provisions indemnifying a party for its own wrongful or negligent acts or where the indemnification is contrary to public policy. I also wish to point out that the enforceability of provisions in the Credit Agreement to the effect that terms may not be waived or modified except in writing may be limited under certain circumstances.

My opinion with respect to the enforceability of the Credit Agreement may be limited or otherwise affected by (a) applicable bankruptcy, reorganization, insolvency, liquidation, moratorium, fraudulent conveyance and similar laws which relate to or affect creditors’ rights generally, (b) general principles of equity (regardless of

whether enforceability is considered in a proceeding in equity or at law), including (1) the possible unavailability of specific performance, injunctive relief or any other equitable remedy and (2) concepts of materiality, reasonableness, good faith and fair dealing, (c) public policy and (d) concepts of comity.

For purposes of the opinions set forth in the first sentence of paragraph 1 above, I have relied solely on (i) a Certificate of the Secretary of State of the State of Delaware dated as of October [], 2015, (ii) a Certificate of the Secretary of State of the State of California dated as of October [], 2015, (iii) a Certificate of the Secretary of State of the State of Illinois dated as of October [], 2015, (iv) a Certificate of the Secretary of State of the State of Indiana dated as of October [], 2015, (v) a

Certificate of the Secretary of State of the State of New York dated as of October [], 2015, (vi) a Certificate of the Secretary of State of the State of Ohio dated as of October [], 2015, and (vii) a Certificate of the Secretary of State of the State of Colorado dated as of October [], 2015.

For purposes of the opinions set forth in the first sentence of paragraph 7 above, I have relied solely on [insert certificate descriptions]

My opinions above are limited to laws and regulations normally applicable to transactions of the type contemplated in the Credit Agreement and do not extend to licenses, permits and approvals necessary for the conduct of the business of the parties to the Credit Agreement.

I am admitted to practice in the State of New York. The opinions expressed above are limited to the internal laws of the State of New York and the General Corporation Law of the State of Delaware and not any administrative or judicial interpretations thereof, and the federal laws of the United States of America.

This opinion letter is limited to the matters stated herein, and no opinion is implied or may be inferred beyond the matters expressly stated. The opinions set forth above are rendered solely to you in connection with the above matter and may not be relied upon by you for any other purpose or relied upon by or furnished to any other person or otherwise referred to in any report or document without my prior written consent, provided that a copy hereof may be furnished to your counsel and to any assignee that becomes a Lender after the date hereof.

This opinion letter speaks only as of the date hereof. I undertake no, and disclaim any, duty to advise you regarding any changes in, or to otherwise communicate with you with respect to, the matters and opinions set forth herein.

Very truly yours,

Ivonne M. Cabrera

ANNEX 1

SUBSIDIARIES

(As of December 31, 2014)

<u>Subsidiary</u>	<u>Jurisdiction of Incorporation or Formation</u>
Delaware Capital Formation, Inc.	Delaware
Delaware Capital Holdings, Inc.	Delaware
DFH Corporation	Delaware
Dover Energy, Inc.	Delaware
Dover Engineered Systems, Inc.	Delaware
Dover Europe, Inc.	Delaware
Dover Global Holdings, Inc.	Delaware
Dover Refrigeration & Food Equipment, Inc.	Delaware
Hill Phoenix, Inc.	Delaware
MARKEN-IMAJE Corporation	New Hampshire
Northern Lights (Nevada), Inc.	Nevada
Northern Lights Funding LP	Delaware
Revod Corporation	Delaware
US Synthetic Corporation	Delaware

[Form of Borrowing Subsidiary Opinion]

[Letterhead of Counsel]

[], 20[]

To each of the Lenders and the Agent party to the
Credit Agreement referred to below

c/o JPMorgan Chase Bank, N.A., as Administrative Agent
383 Madison Avenue

New York, New York 10179 Ladies and Gentlemen:

We have acted as special [SPECIFY JURISDICTION] counsel to each entity listed on Schedule I attached hereto (each, a "New Borrowing Subsidiary") in connection with the following documents:

- (a) Five-Year Credit Agreement dated as of November [], 2015 (the "Credit Agreement"), among Dover Corporation, the Borrowing Subsidiaries from time to time party thereto, the Lenders party thereto and JPMorgan Chase Bank, N.A., as Agent; and
- (b) the Borrowing Subsidiary Agreements dated as of [], 20[] (the "Borrowing Subsidiary Agreements"), among Dover Corporation, each New Borrowing Subsidiary and the Agent.

Capitalized terms used but not defined herein have the meanings assigned to them in the Credit Agreement.

In connection with this opinion, we have examined originals or copies certified or otherwise identified to our satisfaction of the Borrowing Subsidiary Agreements and such other documents as we have deemed necessary for purposes of this opinion.

In such examination, we have assumed the legal capacity of all natural persons, the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, photostatic or facsimile copies and the authenticity of the originals of such copies.

As to various questions of fact material to the opinions rendered herein, we have relied upon the statements and representations in the documents which we have examined. We have assumed the due execution and delivery, pursuant to due authorization, of the documents that we have examined by each party thereto other than the New Borrowing Subsidiaries, that each such party has the full power, authority and legal right to enter into, and perform its obligations under, each such document to which it is a party, that each such document constitutes the valid and legally binding obligation of

each such other party, enforceable against such party in accordance with its terms, and that each such party has satisfied those legal requirements that are applicable to it to the extent necessary to make such documents enforceable against it. We have further assumed that there has not been any mutual mistake of fact or misunderstanding, fraud, duress or undue influence, and that there are no agreements or understandings among the parties, written or oral, and there is no usage of trade or course of prior dealing among the parties that would, in either case, define, supplement or qualify the terms of the Credit Agreement.

Based upon the foregoing and subject to the assumptions and qualifications stated herein, it is our opinion that:¹

1. Each New Borrowing Subsidiary is a [INSERT ORGANIZATION TYPE] duly organized, validly existing and in good standing under the laws of [SPECIFY JURISDICTION]. The execution, delivery and performance by each New Borrowing Subsidiary of the Borrowing Subsidiary Agreement to which it is a party and of the Credit Agreement are within such New Borrowing Subsidiary's [INSERT PER ORGANIZATION TYPE] powers and have been duly authorized by all necessary [INSERT AS APPLICABLE] action on the part of such New Borrowing Subsidiary. Each Borrowing Subsidiary Agreement has been duly executed and delivered by each New Borrowing Subsidiary that is party thereto and constitutes the legal, valid and binding obligation of such New Borrowing Subsidiary, enforceable against such New Borrowing Subsidiary in accordance with its terms.

2. The execution, delivery and performance of the Borrowing Subsidiary Agreements by the New Borrowing Subsidiaries will not violate (a) any law, statute, rule or regulation of [SPECIFY JURISDICTION] or any order of any governmental authority of [SPECIFY JURISDICTION] known to us or (b) the New Borrowing Subsidiaries' Articles of Incorporation or Bylaws [OR INSERT EQUIVALENT UNDER LOCAL LAW].

3. No authorization, action, consent or approval of, registration or filing with or other action by any governmental authority of [SPECIFY JURISDICTION] is or will be required in connection with the execution, delivery and performance by the New Borrowing Subsidiaries of the Borrowing Subsidiary Agreements.

4. It is not necessary under the laws of [SPECIFY JURISDICTION] that the Agent, any Agent Designee or any Lender be a resident of, domiciled in or licensed, qualified or entitled to do business in [SPECIFY JURISDICTION] (a) by reason of the execution or performance of the Borrowing Subsidiary Agreements or (b) in order to enable any of them to enforce their respective rights and remedies under any Borrowing Subsidiary Agreements, and none of them is or will be deemed to be resident, domiciled, carrying on business or subject to taxation in [SPECIFY JURISDICTION] solely by reason of the execution, performance or enforcement of the Borrowing Subsidiary Agreements.

¹ The form of the opinions that follow are applicable for New Borrowing Subsidiaries that are organized outside the United States, and wording may change as necessary or if part of best practice under local law. The form of the opinions for New Borrowing Subsidiaries that are organized in the United States to be substantially similar to the form of such opinions set forth in Exhibit D to the Credit Agreement, except that such opinions shall not include references to any subsidiaries thereof.

5. The New York governing law clauses set forth in such Borrowing Subsidiary Agreements are valid, binding and enforceable under the laws of [SPECIFY JURISDICTION].

6. Any judgment or award by the New York Courts in an action, suit or proceeding against any New Borrowing Subsidiary arising out of any of the Loan Documents to which it is party would be recognized and enforced in [SPECIFY JURISDICTION] and any political subdivision thereof, whether denominated in the currency of [SPECIFY JURISDICTION] or otherwise, and it would not be necessary to commence new proceedings in [SPECIFY JURISDICTION] other than a proceeding in which proof of such judgment or award is submitted.

7. No [SPECIFY JURISDICTION] ad valorem stamp duty, stamp duty reserve tax, registration tax or other tax, fee or charge is payable on the execution or enforceability of the Borrowing Subsidiary Agreements [that has not been paid].

8. No authorization, consent, approval, or filing with any court or governmental authority of [SPECIFY JURISDICTION] is required for the Agent to remit payments or the proceeds of enforcement actions taken under or made with respect to the [SPECIFY JURISDICTION] to other jurisdictions.

9. To our knowledge, there is no application or proceeding pending regarding the liquidation or dissolution of the New Borrowing Subsidiary.

We are admitted to practice in [SPECIFY JURISDICTION]. We express no opinion as to matters under or involving the laws of any jurisdiction other than the laws of [SPECIFY JURISDICTION].

[Insert here qualifications, if any, to the above opinions, necessary or part of best practice under local law.]

This opinion letter is limited to the matters stated herein, and no opinion is implied or may be inferred beyond the matters expressly stated. This opinion letter is rendered solely to you in connection with the above matter. Without our prior consent, it may not be relied upon for any other purpose or relied upon by or furnished to any other person other than your counsel, your successors and any person which becomes your assignee in accordance with the Credit Agreement.

This opinion letter speaks only as of the date hereof. We undertake no, and disclaim any, duty to advise you regarding any changes in, or to otherwise communicate with you with respect to, the matters and opinions set forth herein.

Very truly yours,

Schedule I
List of New Borrowing Subsidiaries

[Form of Note]

PROMISSORY NOTE

New York, New York
[], 2015

For value received, [Dover Corporation, a Delaware corporation] [INSERT NAME OF BORROWING SUBSIDIARY, a corporation organized under the laws of []] (the “Borrower”), promises to pay to the order of [] (the “Lender”) (a) the unpaid principal amount of each Loan made by the Lender to the Borrower under the Credit Agreement referred to below, when and as due and payable under the terms of the Credit Agreement, and (b) interest on the unpaid principal amount of each such Loan on the dates and at the rate or rates provided for in the Credit Agreement. All such payments of principal and interest shall be made in the currencies and to the accounts specified in the Credit Agreement, in immediately available funds.

All Loans made by the Lender, and all repayments of the principal thereof, shall be recorded by the Lender and, prior to any transfer hereof, appropriate notations to evidence the foregoing information with respect to each such Loan then outstanding shall be endorsed by the Lender on the schedule attached hereto, or on a continuation of such schedule attached hereto and made a part hereof; provided that the failure of the Lender to make any such recordation or endorsement shall not affect the obligations of the Borrower hereunder or under the Credit Agreement.

This note is one of the promissory notes issued pursuant to the Five-Year Credit Agreement dated as of November [], 2015 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Dover Corporation, each Borrowing Subsidiary from time to time party thereto, the Lenders party thereto and JPMorgan Chase Bank, N.A., as Agent. Terms defined in the Credit Agreement are used herein with the same meanings. Reference is made to the Credit Agreement for provisions for the mandatory and optional prepayment hereof and the acceleration of the maturity hereof.

This Note shall be governed by, and construed in accordance with, the laws of the State of New York.

[DOVER CORPORATION]
[BORROWING SUBSIDIARY],

by: _____
Name:
Title:

SCHEDULE OF LOANS AND PAYMENTS OF PRINCIPAL

<u>Date</u>	<u>Amount of Loan</u>	<u>Amount of Principal Repaid</u>	<u>Unpaid Principal Balance</u>	<u>Notation Made By</u>
-------------	-----------------------	-----------------------------------	---------------------------------	-------------------------

[FORM OF ACCESSION AGREEMENT]

ACCESSION AGREEMENT dated as of [], 20[] (this “Agreement”), among [] (the “Acceding Lender”), DOVER CORPORATION, a Delaware corporation (the “Company”), and JPMORGAN CHASE BANK, N.A., as Agent.

Reference is made to the Five-Year Credit Agreement dated as of November [], 2015 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Company, the Borrowing Subsidiaries from time to time party thereto, the Lenders party thereto and JPMorgan Chase Bank, N.A., as Agent. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.

The Company has invited, and the Acceding Lender desires, to become a party to the Credit Agreement and to assume the obligations of a Lender thereunder. The Acceding Lender is entering into this Agreement in accordance with the provisions of the Credit Agreement in order to become a Lender thereunder.

Accordingly, the Acceding Lender, the Company and the Agent agree as follows:

SECTION 1. Accession to the Credit Agreement. (a) The Acceding Lender, as of the Effective Date (as defined below), hereby accedes to the Credit Agreement and shall thereafter have the rights and obligations of a Lender thereunder with the same force and effect as if originally named therein as a Lender.

(b) The Commitment of the Acceding Lender shall equal the amount set forth opposite its signature hereto.

SECTION 2. Representations and Warranties, Agreements of Acceding Lender, etc. The Acceding Lender (a) represents and warrants that it is legally authorized to enter into this Agreement; (b) confirms that it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to Section 5.01 of the Credit Agreement (or, prior to the first such delivery, the financial statements referred to in Section 3.04 thereof) and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Agreement; (c) confirms that it will independently and without reliance upon the Agent or any Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement; (d) appoints and authorizes the Agent to take such action as agent on its behalf and to exercise such powers under the Credit Agreement as are delegated to the Agent by the terms thereof, together with such powers as are reasonably incidental thereto; (e) agrees that it will perform, in accordance with the terms of the Credit Agreement, all the obligations that by the terms of the Credit Agreement are required to be performed by it as a Lender; (f) agrees to deliver to the Agent an Administrative Questionnaire in which the Acceding Lender designates one or more credit contacts to whom all syndicate-level information (which may contain MNPI) will be made available and who may receive such information in accordance with the Acceding Lender’s compliance procedures and applicable law, including Federal, State and foreign securities laws; and (g) if the Acceding Lender is not incorporated under the laws of the United States of America or a State thereof, it shall deliver to the Company and the Agent certification as to

exemption from deduction or withholding of any United States federal income taxes in accordance with Section 2.15 of the Credit Agreement.

SECTION 3. Effectiveness. Subject to Section 2.07(d) of the Credit Agreement, this Agreement shall become effective as of the date set forth above on the date (the "Effective Date") that the Agent shall have received counterparts of this Agreement that, when taken together, bear the signatures of the Agent, the Company and the Acceding Lender.

SECTION 4. Counterparts. This Agreement may be executed in multiple counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic image scan transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. Notices. All communications and notices hereunder shall be in writing and given as provided in Section 9.01 of the Credit Agreement. All communications and notices hereunder to the Acceding Lender shall be given to it at the address set forth in its Administrative Questionnaire.

IN WITNESS WHEREOF, the Acceding Lender, the Company and the Agent have duly executed this Agreement as of the day and year first above written.

Commitment

\$()

[ACCEDING LENDER]

by: _____
Name:
Title:
Address:

DOVER CORPORATION,

by: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A., as Agent,

by: _____
Name:
Title:

FORM OF U.S. TAX COMPLIANCE CERTIFICATE

(For Non-U.S. Lenders That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Credit Agreement dated as of November [], 2015 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Dover Corporation, a Delaware corporation (the "Company"), certain Subsidiaries of the Company from time to time party thereto, each Lender from time to time party thereto, and JPMorgan Chase Bank, N.A., as Agent.

Pursuant to the provisions of Section 2.15(f) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Internal Revenue Code (the "Code"), (iii) it is not a ten percent shareholder of the Company within the meaning of Section 881(c)(3)(B) of the Code and (iv) it is not a controlled foreign corporation related to the Company as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Agent and the Company with a certificate of its non-U.S. Person status on IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Company and the Agent, and (2) the undersigned shall have at all times furnished the Company and the Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF LENDER]

By: _____
Name: _____
Title: _____
Date: _____, 20[]

FORM OF U.S. TAX COMPLIANCE CERTIFICATE
(For Non-U.S. Participants That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Credit Agreement dated as of November [], 2015 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Dover Corporation, a Delaware corporation (the "Company"), certain Subsidiaries of the Company from time to time party thereto, each Lender from time to time party thereto, and JPMorgan Chase Bank, N.A., as Agent.

Pursuant to the provisions of Section 2.15(f) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Internal Revenue Code (the "Code"), (iii) it is not a ten percent shareholder of the Company within the meaning of Section 881(c)(3)(B) of the Code, and (iv) it is not a controlled foreign corporation related to the Company as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with a certificate of its non-U.S. Person status on IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender in writing, and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF PARTICIPANT]

By: _____
Name: _____
Title: _____
Date: _____, 20[]

FORM OF U.S. TAX COMPLIANCE CERTIFICATE

(For Non-U.S. Participants That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Credit Agreement dated as of November [], 2014 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Dover Corporation, a Delaware corporation (the "Company"), certain Subsidiaries of the Company from time to time party thereto, each Lender from time to time party thereto, and JPMorgan Chase Bank, N.A., as Agent.

Pursuant to the provisions of Section 2.15(f) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the participation in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such participation, (iii) with respect such participation, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Internal Revenue Code (the "Code"), (iv) none of its direct or indirect partners/members is a ten percent shareholder of the Company within the meaning of Section 881(c)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to the Company as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, or (ii) an IRS Form W-8IMY, accompanied by an IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF PARTICIPANT]

By: _____

Name: _____

Title: _____

Date: _____, 20[]

FORM OF U.S. TAX COMPLIANCE CERTIFICATE

(For Non-U.S. Lenders That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Credit Agreement dated as of November [], 2015 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Dover Corporation, a Delaware corporation (the "Company"), certain Subsidiaries of the Company from time to time party thereto, each Lender from time to time party thereto, and JPMorgan Chase Bank, N.A., as Agent.

Pursuant to the provisions of Section 2.15(f) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such Loan(s) (as well as any Note(s) evidencing such Loan(s)), (iii) with respect to the extension of credit pursuant to this Credit Agreement or any other Loan Document, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Internal Revenue Code (the "Code"), (iv) none of its direct or indirect partners/members is a ten percent shareholder of the Company within the meaning of Section 881(c)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to the Company as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Agent and the Company with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, or (ii) an IRS Form W-8IMY, accompanied by an IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Company and the Agent, and (2) the undersigned shall have at all times furnished the Company and the Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF LENDER]

By: _____
 Name: _____
 Title: _____
 Date: _____, 20[]

[FORM OF] BORROWING NOTICE

JPMorgan Chase Bank, N.A., as Administrative Agent
383 Madison Avenue
New York, New York 10179
Attention: Rob Bryant

Copy to:

JPMorgan Chase Bank, N.A., as Administrative Agent
500 Stanton Christiana Road 3/Ops2
Neward, DE 19713

Attention: Sue Coplin

[Date]

Ladies and Gentlemen:

Reference is made to the Credit Agreement dated as of November [], 2015, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Dover Corp., the Lenders party thereto and JPMorgan Chase Bank, N.A., as the Administrative Agent. Capitalized terms used but not otherwise defined herein shall have the meanings specified in the Credit Agreement. This notice constitutes a Borrowing Request and the undersigned Borrower hereby requests a Borrowing under the Credit Agreement and specifies the following information with respect to such Borrowing:

- (A) Name of Borrower:
 - (B) Tranche of Borrowing:
 - (C) Currency and principal amount of Borrowings: ⁸
 - (D) Date of Borrowing (which is a Business Day):
 - (E) Type of Borrowing: ⁹
 - (F) Interest Period and the last day thereof: ¹⁰
 - (G) [Location and number of the Borrower's account to which proceeds of the requested Borrowing are to be disbursed: [NAME of BANK] (Account No.:)]
 - (H) [Issuing Bank to which proceeds of the requested Borrowing are to be disbursed:] ¹¹
-

The Borrower hereby certifies that the conditions specified in paragraphs (a), (b) and (c) of Section 4.02 of the Credit Agreement have been satisfied and that, after giving effect to the Borrowing requested hereby, the Tranch One One Credit Exposure or Tranch Two Credit Exposure, as applicable, shall not exceed the maximum amount thereof specified in Section 2.01 of the Credit Agreement.

Very truly yours,

[NAME OF BORROWER],

by: _____

Name:

Title:

⁸ Must comply with Section 2.02(c) of the Credit Agreement.

⁹ Specify ABR Borrowing (US\$ only) or LIBOR, EURIBOR, CDOR or STIBOR Borrowing.

¹⁰ Applicable to LIBOR, EURIBOR, CDOR and STIBOR Borrowings only. Shall be subject to the definition of "Interest Period" and can be a period of one, two, three or six months (or, if agreed to by each Lender participating in the requested Borrowing, 12 months). Cannot extend beyond the Maturity Date. If an Interest Period is not specified, then the Borrower shall be deemed to have selected an Interest Period of one month's duration.

¹¹ Specify only in the case of an ABR Revolving Borrowing requested to finance the reimbursement of an LC Disbursement as provided in Section 2.04(f) of the Credit Agreement.

Dover Subsidiaries - Domestic and Foreign

Company Name	Where Incorporated
<i>Domestic</i>	
Accelerated Companies, LLC	Delaware
Accelerated Production Services, Inc.	Delaware
Accelerated Production Systems, Inc.	Texas
Anman, LLC	Delaware
Anthony Equity Holdings, Inc.	Delaware
Anthony Holdings, Inc.	Delaware
Anthony Mexico Holdings LLC	Delaware
Anthony North Holdco, Inc.	Delaware
Anthony Refresh Group, LLC	Delaware
Anthony Specialty Glass LLC	Delaware
Anthony TemperBent GP LLC	Delaware
Anthony, Inc.	Delaware
Bayne Machine Works, Inc.	South Carolina
Belvac Production Machinery, Inc.	Virginia
Canada Organization & Development LLC	Delaware
CEP Liquidation, LLC	Delaware
Challenger Process Systems Co.	Delaware
Clove Park Insurance Company	New York
Colder Products Company	Minnesota
Cook Compression, LLC	Delaware
Cook-MFS, Inc.	Delaware
CP Formation LLC	Delaware
CPC Europe, Inc.	Minnesota
CPI Products, Inc.	Delaware
DDI, Inc	Delaware
DDI Properties, Inc.	California
Delaware Capital Formation, Inc.	Delaware
Delaware Capital Holdings, Inc.	Delaware
De-Sta-Co Cylinders, Inc.	Delaware
DFH Corporation	Delaware
Dover Artificial Lift International, LLC	Delaware
Dover Artificial Lift Systems, LLC	Oklahoma
Dover Artificial Lift, LLC	Delaware
Dover BMCS Acquisition Corp.	Delaware
Dover Business Services LLC	Delaware
Dover DEI Services, Inc.	Delaware
Dover Diversified De, Inc.	Delaware
Dover Energy Automation, LLC	Delaware
Dover Energy, Inc.	Delaware
Dover Engineered Systems, Inc.	Delaware
Dover Europe, Inc.	Delaware
Dover Fluids, Inc.	Delaware
Dover Global Holdings, Inc.	Delaware
Dover International Operations Inc.	Delaware
Dover International Ventures Inc.	Delaware
Dover Overseas Ventures, Inc.	Delaware
Dover PCS Holding LLC	Delaware
Dover Refrigeration & Food Equipment, Inc.	Delaware

Dover WSCR Holding LLC	Delaware
Dover WSCR LLC	Delaware
Dow-Key Microwave Corporation	Delaware
EOA Systems, Inc.	Delaware
GAL, LLC	Virginia
Gala Industries, Incorporated	Virginia
GIIER, LLC	Virginia
Griswold Acquisition Company	Delaware
Griswold Pump Company	Delaware
Harbison-Fischer, Inc.	Delaware
Hill PHOENIX WIC, LLC	Delaware
Hill PHOENIX, Inc.	Delaware
Honetreat Company	California
Hydro Systems Company	Delaware
Hydromotion, Inc.	Delaware
Industrial Motion Control, LLC	Delaware
Inpro/Seal LLC	Delaware
JK Group USA, Inc.	Tennessee
J-TECK U.S.A., Inc.	Connecticut
K&L Microwave, Inc.	Delaware
K. S. Boca Inc.	Florida
Knappco Corporation	Delaware
KS Formation, Inc.	Delaware
KS Liquidation, Inc.	Texas
KSLP Liquidation, L.P.	Texas
Maag Automatik Inc.	North Carolina
Maag Pump Systems (US) Inc.	Delaware
Marathon Equipment Company (Delaware)	Delaware
MARKEM Holdings, Inc.	Vermont
MARKEM International, Inc.	New Hampshire
MARKEM Tag, Inc.	Delaware
MARKEM-IMAJE Corporation	New Hampshire
Midland Manufacturing Corp.	Delaware
MIP Holdings, Inc.	Delaware
Neptune Chemical Pump Company	Delaware
Norris Rods, Inc.	Delaware
Norriseal-WellMark, Inc.	Delaware
Northern Lights (Nevada), Inc.	Nevada
Northern Lights Funding LP	Delaware
Northern Lights Investments LLC	Delaware
Nova Controls, Inc.	Delaware
NPS Services, Inc.	Delaware
Oil Lift Technology, Inc.	New Mexico
OK International Holdings, Inc.	Delaware
OK International, Inc.	California
OPW Engineered Systems, Inc.	Delaware
OPW Fuel Management Systems, Inc.	Delaware
OPW Fueling Components, Inc.	Delaware
OPW Fueling Containment Systems, Inc.	Delaware
PCS Ferguson, Inc.	Delaware
PDQ Manufacturing, Inc.	Delaware
Performance Motorsports International, Inc.	Delaware
Pike Machine Products, Inc.	New Jersey
PISCES by OPW, Inc.	Delaware

Pole/Zero Acquisition, Inc.	Delaware
Pro Rod USA Inc.	Delaware
Products Flange and Supply, Inc.	Texas
Provacon, Inc.	Delaware
Pump Management Services Co., LLC	Delaware
Quartzdyne Inc.	Delaware
Revod Corporation	Delaware
Richards Industries, Inc.	Delaware
Robohand, Inc.	Delaware
SE Liquidation, LLC	Delaware
Spirit Global Energy Solutions, Inc.	Delaware
Sure Seal, Inc.	Delaware
SWEP North America Inc.	Delaware
Tartan Textile Services, Inc.	Delaware
Texas Hydraulics Newco, Inc.	Delaware
Texas Hydraulics, Inc.	Delaware
The Curotto-Can, LLC	Delaware
The Heil Co.	Delaware
Theta Oilfield Services, Inc.	Delaware
Tipper Tie, Inc.	Delaware
TTSI III, Inc.	Delaware
Tulsa Winch, Inc.	Delaware
UAC Corporation	Delaware
Unified Brands, Inc.	Delaware
UPCO, Inc.	Oklahoma
US Synthetic Corporation	Delaware
Val Glass US LLC	Delaware
Val TemperBent Glass, L.P.	Georgia
Vehicle Service Group, LLC	Delaware
Wam Industries, Inc.	Delaware
Waukesha Bearings Corporation	Delaware
WellMark Holdings, Inc.	Delaware
Wilden Pump and Engineering LLC	Delaware
Windrock Incorporated	Tennessee

Foreign

Accelerated Production Systems Limited	England & Wales
Advansor A/S	Denmark
ALMATEC Maschinenbau GmbH	Germany
Anthony Brasil Equipamentos para Industrial Allmenticia Ltda.	Brazil
Anthony International Foreign Sales Corp.	Barbados
Anthony International Holding Company	Cayman Islands
Anthony Technical Glass (Shanghai) Co. Ltd	China
Automatik do Brasil Maquinas Para Industria do Plastico Ltda.	Brazil
Automatik Grundstücksverwaltung GmbH & Co. KG	Germany
Automatik Plastics Machinery (Taiwan) Ltd.	Taiwan
Automatik Plastics Machinery Sdn. Bhd.	Malaysia
Belvac Middle East FZE	Dubai
BlitzRotary GmbH	Germany
BSC Filters Limited	United Kingdom
Chief Automotive Technologies (Shanghai) Trading Company, Ltd.	China
Colder Products Company GmbH	Germany
Colder Products Company LTD	Hong Kong
Cook Compression BV	Netherlands

Cook Compression Limited	United Kingdom
De Sta Co (Asia) Company, Limited	Thailand
DE-STA-CO Benelux B.V.	Netherlands
De-Sta-Co Europe GmbH	Germany
DE-STA-CO FRANCE	France
DE-STA-CO Shanghai Co. Ltd.	China
De-Sta-Co-Ema Industria e Comercio Ltda.	Brazil
Dover (China) Investment Co., Ltd.	China
Dover (Schweiz) Holding GmbH	Switzerland
Dover (Shanghai) Trading Company Ltd.	China
Dover (Shenzhen) Industrial Equipment Manufacturing Co., Ltd.	China
Dover (Suzhou) Industrial Equipment Manufacturing Co., Ltd.	China
Dover Artificial Lift Pty. Ltd.	Queensland
Dover Artificial Lift S.A.	Argentina
Dover Asia Trading Private Ltd.	Singapore
Dover Australia Holdings Pty Limited	Australia
Dover Canada Finance LP	Canada
Dover Canada ULC Dover Canada S.R. I.	British Columbia
Dover CLP Formation Limited Partnership	British Columbia
Dover Corporation Regional Headquarters	China
Dover CR, spol s r.o.	Czech Republic
Dover Denmark Holdings ApS	Denmark
Dover do Brasil Ltda.	Brazil
Dover EMEA FZE	Dubai
Dover Energy (Kenya) Limited	Kenya
Dover Energy UK Ltd	England & Wales
Dover Engineered Systems UK Ltd	England & Wales
Dover Europe Sarl	Switzerland
Dover Fluids UK Ltd	United Kingdom
Dover France Holdings, S.A.S.	France
Dover France Participations SAS	France
Dover France Technologies S.A.S.	France
Dover Germany GmbH	Germany
Dover Global Trading Pte. Ltd.	Singapore
Dover Holdings de Mexico S.A. de C.V.	Mexico
Dover India Pvt., Ltd.	India
Dover Intercompany Services UK Limited	England & Wales
Dover International B.V.	Netherlands
Dover International ithalat ihracat ve Pazarlama Limited Sirketi	Turkey
Dover International Ventures Tunisia S.a.r.l.	Tunisia
Dover Italy Holdings S.r.l.	Italy
Dover Luxembourg Finance Sarl	Luxembourg
Dover Luxembourg Participations Sarl	Luxembourg
Dover Luxembourg S.a.r.l.	Luxembourg
Dover Luxembourg Services Sarl	Luxembourg
Dover Middle East LLC	Oman
Dover Refrigeration & Food Equipment UK Ltd	United Kingdom
Dover Resources International de Mexico S. de R.L. C.V.	Mexico
Dover Solutions Colombia SAS	Colombia
Dover Southeast Asia (Thailand) Ltd.	Thailand
Dover Spain Holdings, S.L.	Spain
Dover UK Pensions Limited	United Kingdom
Ebs-Ray Holdings Pty Ltd	New South Wales
Ebs-Ray Industries Pty. Ltd.	New South Wales

Ebs-Ray Pumps Pty. Ltd.	New South Wales
Ferguson CO. S.A.	Belgium
Fibrelite Composites Limited	England & Wales
Fibresec Holdings Limited	England & Wales
Fibresec Limited	England & Wales
Finder Oriental (Beijing) Trading Co. Ltd	China
Finder Pompe S.P.A.	Italy
FindeR Pompes	France
Finder United Saudi Arabia Company	Saudi Arabia
Gala Industries Asia Limited	Thailand
Gala Kunststoff-Und Kautschukmaschinen GmbH	Germany
Harbison-Fischer Australia Pty Ltd	Australia
Hard Parts Direct B.V.	Netherlands
Hill Phoenix Costa Rica, Sociedad De Responsabilidad Limitada	Costa Rica
Hill Phoenix de Mexico, S.A. de C.V.	Mexico
Hill Phoenix El Salvador, Limitada de Capital Variable	El Salvador
Hill Phoenix Guatemala, Sociedad Anonima	Guatemala
Hill Phoenix Nicaragua, Sociedad Anonima	Nicaragua
Hiltap Fittings Ltd.	Canada
Hydro Systems Europe, Ltd.	United Kingdom
Hydronova Australia-NZ Pty Ltd	Australia
International Trade and Equipment B.V.	Netherlands
JK Group SPA	Italy
K&L Microwave DR, Inc.	British Virgin Islands
Kiian Digital (Shanghai) Co., Ltd.	China
KPS (Beijing) Petroleum Equipment Trading Co, Ltd.	China
KPS Asia Sdn. Bhd.	Malaysia
KPS France SARL	France
KPS Fueling Solutions Sdn. Bhd.	Malaysia
KPS Hong Kong Holding Limited	Hong Kong
KPS UK Limited	England & Wales
Lianyang Jump Petroleum and Chemical Machinery Co., Ltd.	China
Liquip International Pty Limited	Victoria
Maag Automatik GmbH	Germany
Maag Automatik Plastics Machinery (Shanghai) Co. Ltd.	China
Maag Automatik Srl	Italy
Maag Pump Systems AG	Switzerland
Maag Pump Systems SAS	France
MARKEM (Shanghai) Commercial Co. Ltd.	China
MARKEM FZ SA	Uruguay
MARKEM S.A. de C.V.	Mexico
MARKEM UK Holdings 1 Unlimited	United Kingdom
MARKEM UK Holdings 2 Limited	United Kingdom
Markem-Imaje (China) Co., Limited	China
Markem-Imaje A/S	Denmark
Markem-Imaje AB	Sweden
Markem-Imaje AG	Switzerland
Markem-Imaje AS	Norway
Markem-Imaje B.V.	Netherlands
Markem-Imaje Co., Ltd.	South Korea
Markem-Imaje CSAT GmbH	Germany
Markem-Imaje GmbH	Germany
Markem-Imaje Holding	France
Markem-Imaje Identificacao de Produtos Ltda.	Brazil

Markem-Imaje Inc.	Canada
Markem-Imaje India Private Limited	India
Markem-Imaje Industries	France
Markem-Imaje Industries Limited	United Kingdom
Markem-Imaje KK	Japan
Markem-Imaje Limited	Hong Kong
Markem-Imaje Limited	United Kingdom
Markem-Imaje LLC	Russian Federation
Markem-Imaje Ltd.	Taiwan
Markem-Imaje Ltd.	Thailand
Markem-Imaje N.V.	Belgium
Markem-Imaje Oy	Finland
Markem-Imaje Pty Ltd	Australia
Markem-Imaje S.A.	Argentina
Markem-Imaje S.A. de C.V.	Mexico
Markem-Imaje S.r.l. a socio unico	Italy
Markem-Imaje SAS	France
Markem-Imaje Sdn Bhd	Malaysia
Markem-Imaje Software Development Centre Pvt. Ltd.	India
Markem-Imaje Spain S.A.U	Spain
Markem-Imaje Unipessoal, Lda (Portugal)	Portugal
Markpoint Holding AB	Sweden
Mouvex SASU	France
MS Printing Solutions S.R.L.	Italy
Norris Production Solutions Mexico S.A. de C.V.	Mexico
Norris Production Solutions Middle East LLC	Oman
Oil Lift Technology Inc.	Alberta
Oil Lift Technology SAS	Colombia
OK International (UK) Ltd.	United Kingdom
OPW Fluid Transfer Group Europe B.V.	Netherlands
OPW Fueling Components (SuZhou) Co., Ltd.	China
OPW Iberia Sociedad Limitada	Spain
OPW Malaysia Sdn. Bhd.	Malaysia
OPW Slovakia s.r.o.	Slovakia
OPW Sweden AB	Sweden
PCS Ferguson Canada Inc.	Alberta
Petro Vend, Inc. [Poland]	Poland
PMI Europe B.V	Netherlands
Pro-Rod Inc.	Alberta
PSG (Shanghai) Co., Ltd	China
Pullmaster Winch Corporation	British Columbia
Reduction Engineering GmbH	Germany
Revod Finance Ireland Limited	Ireland
Revod Luxembourg S.a.r.l.	Luxembourg
Revod SAS	France
Revod Sweden AB	Sweden
Rotary Lift Consolidated (Haimen) Co., Ltd	China
Scheer Pelletizing Systems & Machinery (Shanghai) Co., Ltd	China
Spirit Global Energy Solutions Canada Ltd.	Alberta
St. Neots Sheet Metal Co. Limited	United Kingdom
SWEP A.G.	Switzerland
Sweep Energy Oy	Finland
Sweep International A.B.	Sweden
Sweep Japan K.K.	Japan

SWEP Malaysia Sdn. Bhd.	Malaysia
SWEP Slovakia s.r.o.	Slovakia (slovak Republic)
SWEP Technology (Suzhou) Co., Ltd.	China
Tianjin Red Screw Pump Manufacture Technology Co., Ltd.	China
Tipper Tie Alpina GmbH	Switzerland
Tipper Tie Technopack B. V.	Netherlands
Tipper Tie Technopack GmbH	Germany
Vectron Frequency Devices (Shanghai) Co., Ltd	China
Vos Food Stores Equipment Ltd.	Ontario
Waukesha Bearings Limited	United Kingdom
Waukesha Bearings Russia LLC	Russian Federation
Wei Li Pump Shanghai Co., LTD.	China

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Form S-3 (File No. 333-194385) and Form S-8 (File Nos. 333-01419, 333-64160, 333-125072, 333-183414 and 333-192604) of Dover Corporation of our report dated February 12, 2016 relating to the financial statements, financial statement schedule and the effectiveness of internal control over financial reporting, which appears in this Form 10-K.

/s/ PricewaterhouseCoopers LLP
Chicago, Illinois
February 12, 2016

Certification

I, Brad M. Cerepak, certify that:

1. I have reviewed this Annual Report on Form 10-K of Dover Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 12, 2016

/s/ Brad M. Cerepak

Brad M. Cerepak
Senior Vice President & Chief Financial Officer
(Principal Financial Officer)

Certification

I, Robert A. Livingston, certify that:

1. I have reviewed this Annual Report on Form 10-K of Dover Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 12, 2016

/s/ Robert A. Livingston

Robert A. Livingston

President and Chief Executive Officer

Certification

**Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
with Respect to the Annual Report on Form 10-K
for the Period ended December 31, 2015
of Dover Corporation**

Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of section 1350, chapter 63 of title 18, United States Code), each of the undersigned officers of Dover Corporation, a Delaware corporation (the "Company"), does hereby certify, to such officer's knowledge, that:

1. The Company's Annual Report on Form 10-K for the period ended December 31, 2015 (the "**Form 10-K**") fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934, as amended; and
2. Information contained in the Form 10-K fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: February 12, 2016

/s/ Robert A. Livingston

Robert A. Livingston

President and Chief Executive Officer

Dated: February 12, 2016

/s/ Brad M. Cerepak

Brad M. Cerepak

Senior Vice President & Chief Financial Officer

(Principal Financial Officer)

The certification set forth above is being furnished as an exhibit solely pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and is not being filed as part of the Form 10-K or as a separate disclosure document of the Company or the certifying officers.

