

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, 2011

Commission File No. 1-4018

Dover Corporation

(Exact name of Registrant as specified in its charter)

Delaware
(State of Incorporation)

53-0257888
(I.R.S. Employer
Identification No.)

3005 Highland Parkway, Suite 200, Downers Grove, IL 60515
(Address of principal executive offices)

Telephone: (630) 541-1540

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

Title of Each Class

Name of Each Exchange on Which Registered

Common Stock, par value \$1

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, 2011 was \$12,607,526,684. The registrant's closing price as reported on the New York Stock Exchange-Composite Transactions for June 30, 2011 was \$67.80 per share. The number of outstanding shares of the registrant's common stock as of February 3, 2012 was 183,656,719.

Documents Incorporated by Reference: Part III — Certain Portions of the Proxy Statement for Annual Meeting of Shareholders to be held on May 3, 2012 (the "2012 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 Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, and the Private Securities Litigation Reform Act of 1995. Such statements relate to, among other things, income, earnings, cash flows, changes in operations, operating improvements, industries in which Dover businesses operate and the U.S. and global economies. Statements in this Form 10-K that are not historical are hereby identified as "forward-looking statements" and may be indicated by words or phrases such as "anticipates," "supports," "indicates," "suggests," "will," "plans," "projects," "expects," "believes," "should," "would," "could," "hope," "forecast," "management is of the opinion," 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, the state of the worldwide economy and sovereign credit, especially in Europe; political events that could impact the worldwide economy; the impact of natural disasters and their effect on global supply chains and energy markets; increases in the cost of raw materials; the Company's ability to achieve expected savings from integration, synergy and other cost-control initiatives; the ability to identify and successfully consummate value-adding acquisition opportunities; increased competition and pricing pressures in the markets served by Dover's businesses; the ability of Dover's businesses to expand into new geographic markets and to anticipate and meet customer demands for new products and product enhancements; the impact of loss of a single-source manufacturing facility; changes in customer demand; current economic conditions and uncertainties in the credit and capital markets; a downgrade in Dover's credit ratings; international economic conditions including interest rate and currency exchange rate fluctuations; the relative mix of products and services which impacts margins and operating efficiencies; short-term capacity constraints; domestic and foreign governmental and public policy changes including environmental regulations and tax policies (including domestic and international export subsidy programs, R&E credits and other similar programs); unforeseen developments in contingencies such as litigation; protection and validity of patent and other intellectual property rights; the cyclical nature of some of Dover's businesses; domestic housing industry weakness; instability in countries where Dover conducts business; and possible future terrorist threats and their effect on the worldwide economy. Readers are cautioned not to place undue reliance on such forward-looking statements. These forward-looking statements speak only as of the date made. The Company undertakes no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, 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 1

ITEM 1. BUSINESS

Overview

Dover Corporation is a diversified, multinational corporation that manufactures a broad range of specialized products and components and also offers related services and consumables. Dover provides its customers with outstanding products and services that reflect the company's commitment to operational excellence, innovation and market leadership. Unless the context indicates otherwise, references herein to "Dover," "the Company," and such words 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 34,000 people worldwide.

In the fourth quarter of 2011, we reorganized into four new business segments that are aligned with the key end-markets they serve: Communication Technologies, Energy, Engineered Systems and Printing & Identification. We believe the segment reorganization provides better alignment and focus around our end-markets, allows for better leverage of our executive leadership talent and expertise, helps improve the sharing and leveraging of resources within and between the four segments, enhances execution of business-specific strategies, and facilitates internal and external benchmarking against companies serving similar markets.

Our Communication Technologies segment is engaged in the design and manufacture of innovative products and components in the communications, life sciences, aerospace/industrial, defense, and telecommunication/other markets. Our Energy segment provides highly-engineered solutions for the safe and efficient extraction and handling of oil and gas in the drilling, production and downstream markets. Our Engineered Systems segment is comprised of two platforms, Fluid Solutions and Refrigeration & Industrial, which are industry leaders in the fluids systems, refrigeration and food equipment, and certain industrial markets. Our Printing & Identification segment provides integrated printing, coding, and testing solutions for the consumer goods, food, pharmaceutical, industrial, electronics and alternative energy markets.

The following table shows the percentage of total annual revenue generated by each of our four segments over the last three years:

	Years Ended December 31,		
	2011	2010	2009
Communication Technologies	17%	16%	17%
Energy	24%	20%	19%
Engineered Systems	39%	42%	43%
Printing and Identification	20%	22%	21%

Management Philosophy

Our businesses are committed to operational excellence, and to being market leaders as measured by market share, customer service, innovation, profitability and return on invested capital. Our operating structure of four business segments and two platforms 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, 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, 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 developing products that help our customers meet their sustainability goals. 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 over the next three years (2012 through 2014) of 7% to 9%, complemented by acquisition growth of 3% to 5% over the same periods. Secondly, we continue to focus on segment margin expansion through productivity initiatives, including supply chain activities, strategic pricing and portfolio shaping. We are targeting segment margins of approximately 19% by 2014, representing an increase of roughly 200 basis points over our 2011 segment margins. Lastly, we are committed to generating free cash flow as a percentage of sales in excess of 10% through disciplined capital allocation, 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 key-end markets that are well-positioned for future growth. In particular, our businesses are well-positioned to capitalize on growth trends in the areas of global energy demand, sustainability, consumer product safety, communications and emerging economies. For instance, our Communication Technologies segment is positioned to capitalize on growth in handheld communications (handsets), life sciences and aerospace, with its complement of micro audio components and communication components serving those markets. Our Energy segment is driven by a growing demand for innovative extraction technologies. The growing emerging economies, plus expanding exploration activity around the globe will provide significant opportunities for this segment. Our Engineered Systems segment combines its engineering technology, unique product advantages, and applications expertise to address market needs and requirements including sustainability, consumer product safety and growth in emerging economies, while our Printing & Identification segment is responding to the growing requirements for consumer product safety and renewable energy technologies by providing integrated printing, coding and identification solutions with a global reach, in the growing markets of fast moving consumer goods, industrial, and electronics, including alternative energy.

Capturing the benefits of common ownership

We are committed to operational excellence, and have implemented various productivity initiatives, such as supply chain management, lean manufacturing, and facility consolidations to maximize our efficiency, coupled with 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 China, Brazil and India. We also continue to make significant investments in talent development, recognizing that the growth and development of our employees are key to our continued success.

Disciplined capital allocation

Our businesses generate annual free cash flow of approximately 10% 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 annual investment in capital spending approximating 3% 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 spaces: communication components, energy, product ID, refrigeration and food equipment, and fluid solutions. We consistently provide shareholder returns by paying dividends, which have increased annually over each of the last 56 years. We will also continue to repurchase our shares principally to cover market dilution.

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 customer mix, 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 (2009 – 2011), we have spent over \$1.7 billion to purchase 21 businesses that strategically fit within our business model. This included the largest acquisition in our history, that of Sound Solutions in July of 2011 for approximately \$800 million. By enhancing the product offerings serving the high growth handset market, the acquisition of Sound Solutions has enabled our Communication Technologies segment to be a global leader in audio components serving this market. At the beginning of 2011, in order to build out our artificial lift portfolio within our Energy segment, we spent approximately \$400 million to acquire Harbison-Fischer, a designer and manufacturer of down-hole rod pumps and related products used in artificial lift applications around the world.

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For more details regarding acquisitions completed over the past two years, see Note 2 to 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 4% - 5% over a 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 tool kit and defined processes to ensure synergies are realized and value is created.

Dispositions

We continually review our portfolio to evaluate whether our businesses continue to be essential contributors to our long-term growth 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 focus on our higher margin growth spaces, during the past three years (2009 - 2011) we have sold four businesses for aggregate consideration of approximately \$517 million. The financial position and results of operations for these businesses have been presented as discontinued operations. For more details, see Note 3 to the Consolidated Financial Statements in Item 8 of this Form 10-K. Over the same period, disposals of a few minor non-core divisions of our businesses generated additional proceeds of approximately \$8 million.

Business Segments

As noted previously, in the fourth quarter of 2011, we reorganized our businesses into four new business segments that are aligned with the key end-markets they serve and comprise our operating and reportable segments: Communication Technologies, Energy, Engineered Systems and Printing & Identification. For financial information about our segments and geographic areas, see Note 15 to the Consolidated Financial Statements in Item 8 of this Form 10-K. All information set forth within this Annual Report has been recast to reflect the new segmentation.

Communication Technologies

Our Communication Technologies segment serves the following major markets: communications, life sciences, aerospace/industrial, defense and telecommunication/other.

- *Communications* – Our businesses serving the communications market design, manufacture and assemble micro-acoustic audio input and output components for use principally in personal mobile handsets.
- *Life sciences* – Our businesses serving the life sciences market manufacture advanced miniaturized receivers and electromechanical components for use in hearing aids, connectors for use in a variety of medical devices and bio processing applications, and specialized components for use in implantable devices and medical equipment.
- *Aerospace/Industrial* – Our businesses serving the aerospace/industrial markets manufacture precision engineered components and aftermarket parts across a broad array of market applications. In the commercial aerospace market, our businesses design and manufacture specialty hydraulics, fasteners, bearings, switches and filters sold to both OEMs and as aftermarket products. Our companies also design and manufacture frequency control components, electromechanical switches, multi-layered capacitors, filters and quick disconnect couplings serving the general industrial markets.
- *Defense* – Our businesses serving the defense market manufacture specialty hydraulics, mechanical and frequency control communication components, serving shipboard applications, strategic mission critical parts on key Airborne programs and Command and Control communications. These businesses also support key space initiatives with critical communication components.
- *Telecommunication/Other* – Our businesses serving the telecommunication/other markets manufacture frequency control components for wired and wireless network base station communications that ensure precise signal timing and filters for non-interrupted access across high speed networks. Our businesses also serve the consumer electronic market with various audio components.

Communication Technologies' products are manufactured primarily in North America, Europe and Asia and are sold globally, directly and through a network of distributors.

Energy

Our Energy segment serves the oil, gas and power generation industries, with products that promote the efficient and cost-effective drilling, extraction, storage and movement of oil and gas products, or constitute critical components for power generation equipment. This segment consists of the following lines of business:

- *Drilling* – Our businesses serving the drilling market 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 quartz pressure transducers and hybrid electronics used in down-hole tools and monitoring devices.
- *Production* – Our businesses serving the production market design and manufacture products and components that facilitate the extraction and movement of fuel from the ground, including steel sucker rods, down-hole rod pumps, progressive cavity pumps and drive systems, plunger lifts, and accessories used in artificial lift applications in oil and gas production; pressure, temperature and flow monitoring equipment used in oil and gas exploration and production applications; and control valves and instrumentation for oil and gas production. In addition, these businesses manufacture various compressor parts that are being used in the natural gas production, distribution and oil refining markets; and winches, hoists, gear drives, swing drives, auger drives, slewing ring bearings, hydraulic pump and electronic monitoring solutions for energy, infrastructure and recovery markets worldwide.
- *Downstream* – Our businesses serving the downstream market produce systems and products that support efficient, safe, and environmentally-sensitive transportation and handling of fuel, hazardous liquids and dry-bulk commodities. Vehicle fuel dispensing products include conventional, vapor recovery, and clean energy (LPG, CNG, and Hydrogen) nozzles, swivels and breakaways, as well as tank pressure management systems. Products manufactured for the transportation, storage and processing of hazardous liquid and dry-bulk commodities include relief valves, loading/unloading angle valves, rupture disc devices, actuator systems, level measurement gauges, swivel joints, butterfly valves, lined ball valves, aeration systems, industrial access ports, manholes, hatches, collars, weld rings and fill covers. In addition, we offer 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.

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 largely to Europe, South America and the Middle East.

Engineered Systems

Our Engineered Systems segment combines its engineering technology, unique product advantages, and applications expertise to address market needs and requirements including sustainability, consumer product safety needs and growth in emerging economies. To better serve its end-markets, the segment manages its products and services through two core business platforms, Fluid Solutions and Refrigeration & Industrial, as described below.

Fluid Solutions

The Fluid Solutions platform designs and manufactures pumps, compressors, and chemical proportioning and dispensing products. 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, pulp and paper, wastewater, food/sanitary, military, transportation and chemical process industries. The pumps include centrifugal, reciprocating (double diaphragm) and rotary pumps that are used in demanding and specialized fluid transfer process applications. The chemical portioning and dispensing systems are used to dilute and dispense concentrated cleaning chemicals and are sold to the food service, health care, supermarket, institutional, school, building service contractor and industrial markets. In addition, the platform manufactures copper-brazed compact heat exchangers, and designs software for heating and cooling substations. Fluid Solutions products are manufactured in the United States, South America, Asia and Europe and marketed globally through a network of distributors or via direct channels.

Refrigeration & Industrial

The Refrigeration & Industrial platform manufactures products and systems serving the refrigeration/food, waste and recycling and other niche industrial markets, as follows:

- *Refrigeration & food equipment* – Our businesses manufacture refrigeration systems, refrigeration display cases, walk-in coolers and freezers, electrical distribution products and engineering services, commercial foodservice 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 platform’s refrigeration/food related manufacturing facilities and distributing operations are principally in North America, Europe and Asia.

The majority of the refrigeration/food systems and machinery that are manufactured or serviced by the Refrigeration & Industrial platform are used by the supermarket industry, “big-box” retail and convenience stores, the commercial/industrial refrigeration industry, institutional and commercial foodservice and food production markets, and beverage can-making industries. The commercial foodservice cooking equipment products serve their markets worldwide through a network of dealers, distributors, national chain accounts, manufacturer representatives, and a direct sales force with the primary market being North America.

- *Waste and recycling* – The business in the solid waste management market provides 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. The on-site waste management and recycling systems include a variety of stationary compactors, wire processing and separation machines, and balers that are manufactured and sold primarily in the United States to distribution centers, malls, stadiums, arenas, office complexes, retail stores and recycling centers.
- *Other industrial* – We also serve the vehicle service and industrial automation markets, providing a wide range of products and services that are utilized in vehicle services, maintenance, washing, repair and modification. Vehicle lifts and collision equipment are sold through equipment distributors and directly to a wide variety of markets, including independent service and repair shops, collision repair shops, national chains and franchised service facilities, new vehicle dealers, governments, and directly to consumers via the Internet. The businesses also produce 4WD and AWD powertrain systems and accessories for off-road vehicles, which are sold to OEMs and extensive dealer networks primarily in North America. These other industrial manufacturing operations are located primarily in North and South America, Asia and Europe.

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. These products are produced in the North America, Europe and Asia and are marketed globally on a direct basis to original equipment manufacturers (“OEM”s) and through a global dealer and distribution network to industrial end users. We also provide highly engineered hydraulic cylinders and swivels to the North American markets for use in mining and resource recovery, vehicle recovery, materials handling and various other OEM applications.

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Printing & Identification

Our Printing & Identification segment is a worldwide supplier of precision marking & coding, dispensing, printing, soldering, coating, inspection and testing equipment and related consumables and services. The segment serves three broad global end-markets: fast moving consumer goods, industrial, and electronics.

- *Fast Moving Consumer Goods (FMCG)* – Our businesses serving this market primarily design and manufacture marking & coding products used for printing variable information (such as date codes and serial numbers) on food, beverage, consumer goods, and pharmaceutical products, capitalizing on expanding food and product safety requirements and growth in emerging markets.
- *Industrial* – Our products used by the industrial market are primarily marking & coding, bar code & portable printers, and fluid dispensing related products serving a number of industrial end markets including aerospace, cable, military, material packaging, industrial assembly, and medical devices capitalizing on growing industrial-related manufacturing in emerging markets. Additional products include broad line marking solutions leveraged for secondary packaging, such as cartons and pallets for use in warehouse logistics operations, and bar code printers and portable printers used where on demand labels/receipts are required.
- *Electronics* – Our businesses serving the electronics market primarily design and manufacture high-speed precision material deposition machines and other related tools used in the assembly process for printed circuit boards, solar cells and other specialty electronic applications as well as precision manual soldering, de-soldering and other hand tools. The test equipment products include machines, test fixtures and related products used in testing “bare” and “loaded” electronic circuit boards and semiconductors.

Printing & Identification’s products are manufactured primarily in the United States, France, China, Malaysia, and Germany, and are sold throughout the world 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 has trended upward over the past few years, particularly for various grades of steel, copper, aluminum, select other commodities, and rare earth metals. Although some cost increases 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 2011, we spent \$197.0 million for research and development, including qualified engineering costs. In 2010 and 2009, research and development spending totaled \$186.7 million and \$172.1 million, respectively.

Our Communication Technologies and Printing & Identification segments expend 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 and specialty electronic components for the consumer goods, handset, life sciences, datacom and telecom commercial markets 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 Communication Technologies and Printing & Identification segments.

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.

Seasonality

In general, our businesses, while not strongly seasonal, tend to have stronger revenue in the second and third quarters, particularly those serving the consumer electronics, 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 long 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, which tends to moderate the aforementioned seasonality patterns.

Customers

We serve thousands of customers, no one of which accounted for more than 10% of our consolidated revenue in 2011. Similarly, within each of our four segments, no customer accounted for more than 10% of any individual segment's revenue in 2011.

Given our diversity of served markets, customer concentrations are quite varied. Businesses supplying the waste and recycling, agricultural, defense, energy, automotive, commercial refrigeration, handset and hearing aid 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, aerospace 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.

Certain of our businesses, particularly within the Communication Technologies segment, serve the military, space, aerospace, commercial and datacom/telecom infrastructure markets. Their customers include some of the largest operators in these markets. In addition, many of the OEM customers within the Communication Technologies segment outsource their manufacturing to Electronic Manufacturing Services ("EMS") companies. Other customers include global cell phone and hearing aid manufacturers, many of the largest global EMS companies, particularly in China, and major printed circuit board and semiconductor manufacturers.

Backlog

Backlog is generally not a significant indicator of long-term performance, as most of our products have relatively short order-to-delivery periods. It is more relevant to our businesses that produce larger and more sophisticated machines or have long-term government contracts, primarily in the aerospace and industrial markets of our Communication Technologies segment. Our total backlog as of December 31, 2011 and 2010 was \$1,446.5 million and \$1,262.5 million, 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. Certain businesses in the Communication Technologies and Printing & Identification segments compete globally against a variety of companies, primarily operating in Europe and East Asia.

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 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, China, Malaysia, India, Mexico, Brazil and Eastern Europe.

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-US Revenue by Segment		
	Years Ended December 31,		
	2011	2010	2009
Communication Technologies	71%	63%	60%
Energy	32%	33%	33%
Engineered Systems	36%	34%	33%
Printing and Identification	76%	78%	74%
Total percentage of revenue derived from customers outside of the United States	49%	48%	46%

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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 15 to the Consolidated Financial Statements in Item 8 of this Form 10-K.

Environmental 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.

In 2010, we developed and implemented a process to conduct an inventory of greenhouse gas emissions. In 2011, we evaluated our climate change risks and opportunities and 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. We have committed to reducing our overall energy and greenhouse gas intensity indexed to net revenue by 20% from 2010 to 2020. We also participated in the 2011 Carbon Disclosure Project as a respondent.

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 some of 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.

There have been no material effects upon our earnings and competitive position resulting from 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 34,000 employees in continuing operations as of December 31, 2011, which was an increase of 14% from the prior year end. The increase reflects the impact of recent acquisitions as well as additional headcount necessary to support the volume growth in 2011.

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

Our business, financial condition, operating results and cash flows can be impacted by a number of factors which could cause our actual results to vary materially from recent results or from anticipated future results. 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 energy markets; possible future terrorist threats and their effect on the worldwide economy; and changes in laws or accounting rules. 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.

- ***Our results for 2012 may be impacted by current domestic and international economic conditions and uncertainties.***

In 2012, 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. Such 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.

- ***Increasing product/service and price competition by international and domestic competitors, including new entrants and our ability 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, 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.

- ***Some of our businesses may not anticipate, adapt to, or capitalize on technological developments and are subject to the cyclical nature of their industries. These factors 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 electronic and technology-based 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. Also, a portion of the Communication Technologies and Printing & Identification segments' revenue is derived from markets that are subject to unpredictable short-term business cycles.

Our Energy segment is subject to risk due to the volatility of energy prices and regulations which impact production, although overall demand is more directly related to depletion rates and global economic conditions and related energy demands.

As a result of all the above factors, the revenue and operating performance of these businesses in any one period are not necessarily predictive of their revenue and operating performance in other periods, and these factors could have a material impact on 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, subassemblies 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.

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

Approximately 49% of our revenues for 2011 and 48% of our revenues for 2010 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 and into foreign markets 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 foreign operations and our global expansion strategy are subject to general risks related to international 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 of earnings;
- o transportation delays and interruptions;
- o labor unrest and current and changing regulatory environments;
- o increased compliance costs including requirements for disclosure and due diligence;
- o the impact of loss of a single-source manufacturing facility;
- o difficulties in staffing and managing multi-national operations; and
- o limitations on our ability to enforce legal rights and remedies.

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. 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 RMB (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 such as China. 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.

● ***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.

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- ***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. If we are unsuccessful in these efforts, our operating results could be adversely affected.

- ***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 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, and health and safety laws, will not exceed our estimates. In addition, we have invested in certain countries, including Brazil, Russia, India and China, that carry high levels of currency, political, compliance and 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 or 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.

- ***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. Some of our businesses' customers already have announced that they will require "conflict free" metals in products they purchase.

We have begun 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 have begun to obtain and review the information from our suppliers. We may not be able to complete the process in the timeframe 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.

- ***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 agreements by which we have acquired 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. We cannot be assured that these indemnification provisions will fully protect us, and as a result we may face unexpected liabilities that adversely affect our profitability and financial position.

- ***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.

- ***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 a completed acquisition may underperform relative to expectations, may be unable to achieve synergies originally anticipated, or may expose us to unexpected liabilities. 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. These factors could potentially have an adverse impact on our operating profits and cash flows.

- ***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 long-term debt as of December 31, 2011. 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.

- ***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.***

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, 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. Any such 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 and could damage our reputation .

ITEM 1B. UNRESOLVED STAFF COMMENTS

Not applicable.

ITEM 2. PROPERTIES

The number, type, location and size of our properties as of December 31, 2011 are shown in the following charts, by segment:

<u>Segment</u>	<u>Number and Nature of Facilities</u>			<u>Square Footage (000's)</u>	
	<u>Mfg.</u>	<u>Warehouse</u>	<u>Sales/ Service</u>	<u>Owned</u>	<u>Leased</u>
Communication Technologies	33	3	13	1,129	1,296
Energy	60	46	28	3,037	1,016
Engineered Systems	69	33	32	5,374	2,584
Printing and Identification	32	25	84	895	1,248

<u>Segment</u>	<u>Locations</u>				<u>Leased Facilities</u>	
	<u>North America</u>	<u>Europe</u>	<u>Asia</u>	<u>Other</u>	<u>Expiration Dates (Years)</u>	
					<u>Minimum</u>	<u>Maximum</u>
Communication Technologies	19	8	9	1	1	15
Energy	103	5	2	6	1	15
Engineered Systems	66	34	19	2	1	10
Printing and Identification	32	39	48	4	1	10

During 2011, we increased the number of our manufacturing and warehouse facilities, generally reflecting the facilities of the nine businesses acquired during the year. We believe our 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.

We and certain of our subsidiaries are, and from time to time may become, parties to a number of other legal proceedings incidental to our businesses. These proceedings primarily involve claims by private parties alleging injury arising out of the use of our businesses' products, exposure to hazardous substances or patent infringement, employment matters and commercial disputes. Management and legal counsel periodically review the probable outcome of such proceedings, the costs and expenses reasonably expected to be incurred, the availability and extent of insurance coverage, and established reserves. While it is not possible to predict the outcome of these legal actions or any need for additional reserves, in the opinion of management, based on these reviews, it is unlikely that the disposition of the lawsuits and the other matters mentioned above will have a material adverse effect on our financial position, results of operations, cash flows or competitive position.

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 10, 2012, 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	58	Chief Executive Officer and Director (since December 2008), President (since June 2008) and Chief Operating Officer (from June 2008 to December 2008) of Dover; prior thereto Vice President of Dover and President and Chief Executive Officer of Dover Engineered Systems (from July 2007 to May 2008); prior thereto Vice President of Dover and President and Chief Executive Officer of Dover Electronics (from October 2004 to June 2007).
Kevin P. Buchanan	56	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.
Brad M. Cerepak	53	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; prior thereto Vice President, Finance (from June 2009 to August 2009) of Dover; prior thereto Vice President and Controller (from August 2005 to June 2008) of Trane.
C. Anderson Fincher	41	Vice President (since May 2011) of Dover and Executive Vice President (since November 2011) of Dover Engineered Systems; prior thereto Executive Vice President (from May 2009 to November 2011) of Dover Industrial Products; prior thereto President (from January 2005 to May 2009) of Heil Trailer International.
Thomas W. Giacomini	46	Vice President (since February 2008) of Dover and President and Chief Executive Officer (since November 2011) of Dover Engineered Systems; prior thereto President (from April 2009 to November 2011) and Chief Executive Officer (from July 2009 to November 2011) of Dover Industrial Products; prior thereto President (from October 2007 to July 2009) of Dover's Material Handling Platform; prior thereto President (from July 2005 to September 2007) of Warn Industries; prior thereto Chief Operating Officer (from 2000 to July 2005) of Warn Industries.
Paul E. Goldberg	48	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; prior thereto Assistant Treasurer (from July 2002 to February 2006) of Dover.
John F. Hartner	49	Vice President (since May 2011) of Dover and President and Chief Executive Officer (since November 2011) of Dover Printing & Identification; prior thereto Executive Vice President (from April 2011 to November 2011) of Dover Engineered Systems; prior thereto Executive Vice President (from October 2007 to April 2011) of Dover Electronic Technologies; prior thereto President (from April 2001 to October 2007) of DEK International.
Jay L. Kloosterboer	51	Senior Vice President, Human Resources (since May 2011) of Dover; prior thereto Vice President, Human Resources (from January 2009 to May 2011) of Dover; prior thereto Executive Vice President - Business Excellence (from May 2005 to January 2009) of AES Corporation; prior thereto Vice President and Chief Human Resources Officer (from May 2003) of AES Corporation.
Raymond T. McKay, Jr.	58	Vice President (since February 2004) and Controller (since November 2002) of Dover.
Brian P. Moore	41	Vice President, Treasurer (since November 2011) of Dover; prior thereto Senior Director, Investor Relations (from April 2010 to October 2011) of USG Corporation; prior thereto Director of Credit & Accounts Receivable (from December 2008 to April 2010) of USG; prior thereto Director of Finance (from December 2007 to December 2008) at USG; prior thereto Assistant Treasurer (from October 2004 to December 2008) of USG.

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Name	Age	Positions Held and Prior Business Experience
James H. Moyle	59	Vice President (since 2009) of Dover and Executive Vice President (since January 2012) of Dover Engineered Systems; prior thereto Vice President, Global Sourcing and Supply Chain (from April 2009 to December 2011) of Dover; prior thereto Chief Financial Officer (from July 2007 to April 2009) of Dover Fluid Management; prior thereto Vice President and Chief Financial Officer (from November 2005 to July 2007) of Dover Diversified; prior thereto Executive Vice President (from September 2003 to November 2005) of Knowles Electronics.
Jeffrey S. Niew	45	Vice President of Dover and President and Chief Executive Officer of Dover Communication Technologies (since November 2011); prior thereto President (from January 2008 to November 2011) and Chief Executive Officer (from February 2010 to November 2011) of Knowles Electronics; prior thereto Chief Operating Officer (from January 2007 to February 2010) of Knowles Electronics; prior thereto Vice President and General Manager (from September 2002 to January 2007) of Knowles Acoustics.
Joseph W. Schmidt	65	Senior Vice President, General Counsel and Secretary (since May 2011) of Dover; prior thereto Vice President, General Counsel and Secretary (from January 2003 to May 2011) of Dover.
Stephen R. Sellhausen	54	Senior Vice President, Corporate Development (since May 2011) of Dover; prior thereto Vice President, Corporate Development (from January 2009 to May 2011) of Dover; prior thereto Vice President, Business Development (from April 2008 to January 2009) of Dover; prior thereto investment banker with Citigroup Global Markets.
Sivasankaran Somasundaram	46	Vice President (since January 2008) of Dover and Executive Vice President (since November 2011) 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; prior thereto President (from May 2006 to January 2008) of Gas Equipment Group; prior thereto President (from March 2004 to May 2006) of RPA Process Technologies.
William W. Spurgeon, Jr.	53	Vice President (since October 2004) of Dover and President and Chief Executive Officer (since November 2011) of Dover Energy; prior thereto President and Chief Executive Officer (from July 2007 to November 2011) of Dover Fluid Management; prior thereto President and Chief Executive Officer (from October 2004 to July 2007) of Dover Diversified.
Niclas Ytterdahl	47	Senior Vice President, Global Sourcing (since January 2012) of Dover; prior thereto Vice President, Global Strategic Sourcing (from April 2006 to December 2011) of AES Corporation; prior thereto Vice President Operations and General Manager (from January 2002 to April 2006) of Fisher Scientific.
Michael Y. Zhang	48	Vice President (since May 2010) of Dover and President, Asia (since May 2011) of Dover; prior thereto Managing Director (from January 2009 to May 2011) of Dover Regional Headquarters, China; prior thereto various roles at ABB, Ltd., including Vice President, ABB Control System and Product Business (from September 2004 to March 2008).

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 sales prices of our stock and the frequency and the amount of dividends paid during the last two years is as follows:

	2011			2010		
	Market Prices		Dividends Per Share	Market Prices		Dividends Per Share
	High	Low		High	Low	
First Quarter	\$68.07	\$56.51	\$0.275	\$47.56	\$40.50	\$0.26
Second Quarter	69.25	60.57	0.275	55.50	41.42	0.26
Third Quarter	70.15	45.42	0.315	53.00	40.50	0.275
Fourth Quarter	59.27	43.64	0.315	59.20	51.39	0.275
			<u>\$1.18</u>			<u>\$1.07</u>

Holdings

The number of holders of record of Dover common stock as of January 27, 2012 was approximately 19,288 . 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

During the fourth quarter, we made the following purchases of Dover shares:

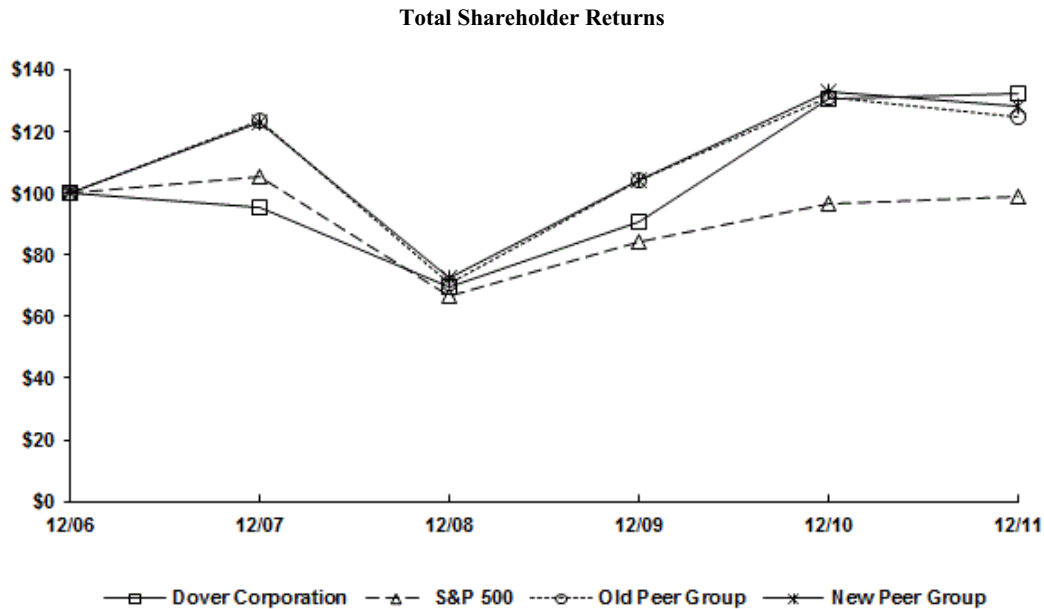
Period	Total Number of Shares Purchased (1)	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Number of Shares that May Yet Be Purchased under the Plans or Programs
October 1 to October 31	490,458	\$53.91	490,000	4,078,495
November 1 to November 30	630,000	54.38	630,000	3,448,495
December 1 to December 31	915,000	57.00	915,000	2,533,495
For the Fourth Quarter 2011	<u>2,035,458</u>	<u>\$55.44</u>	<u>2,035,000</u>	<u>2,533,495</u>

(1) In October, we acquired 458 of these shares from the holders of our employee stock options when they tendered these shares as full or partial payment of the exercise price of such options. These shares are applied against the exercise price at the market price on the date of exercise. During October, November, and December, we purchased 490,000, 630,000, and 915,000 shares, respectively, under the five-year, 10,000,000 share repurchase authorized by the Board of Directors in May 2007, leaving 2,533,495 shares available for purchase as of the end of December 2011.

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, 2006 in Dover Corporation common stock, the S&P 500 index and a peer group index.

In 2011, we changed the companies comprising our peer index in order to better reflect our current portfolio mix (our “New Peer Group”). Changes included the addition of certain technology-based companies and the removal of certain companies with cyclical exposure. Our New Peer Group index consists of the following 39 public companies selected by the Company:

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

* These companies were added to our New Peer Group index in 2011. The following companies included in our Old Peer Group are no longer included within the New Peer Group index: ACGO Corporation, Agilent Technologies, Deere & Company, ITT Corporation, Leggett & Platt Inc., Manitowoc Co., Masco Corp., Oshkosh Corp., Terex Corporation, and Paccar Inc.

ITEM 6. SELECTED FINANCIAL DATA

	<u>2011</u>	<u>2010</u>	<u>2009</u>	<u>2008</u>	<u>2007</u>
	(In thousands except per share figures)				
Revenue	\$ 7,950,140	\$ 6,640,191	\$ 5,344,331	\$ 6,808,313	\$ 6,507,185
Earnings from continuing operations	846,365	690,751	373,423	649,892	608,987
Basic earnings (loss) per share:					
Continuing operations	\$ 4.55	\$ 3.70	\$ 2.01	\$ 3.45	\$ 3.02
Discontinued operations	0.26	0.05	(0.09)	(0.31)	0.26
Net earnings	4.82	3.75	1.91	3.13	3.28
Weighted average shares outstanding	<u>185,882</u>	<u>186,897</u>	<u>186,136</u>	<u>188,481</u>	<u>201,330</u>
Diluted earnings (loss) per share:					
Continuing operations	\$ 4.48	\$ 3.65	\$ 2.00	\$ 3.43	\$ 3.00
Discontinued operations	0.26	0.05	(0.09)	(0.31)	0.26
Net earnings	4.74	3.70	1.91	3.12	3.26
Weighted average shares outstanding	<u>188,887</u>	<u>189,170</u>	<u>186,736</u>	<u>189,269</u>	<u>202,918</u>
Dividends per common share	<u>\$ 1.18</u>	<u>\$ 1.07</u>	<u>\$ 1.02</u>	<u>\$ 0.90</u>	<u>\$ 0.77</u>
Capital expenditures	\$ 271,809	\$ 174,845	\$ 112,972	\$ 167,998	\$ 161,673
Depreciation and amortization	303,143	241,969	231,363	235,081	214,918
Total assets	9,501,450	8,558,743	7,882,402	7,883,238	8,068,407
Total debt	2,187,252	1,807,476	1,860,884	2,084,173	2,087,652

All results and data in the table above reflect continuing operations, unless otherwise noted. As a result, the data presented above will not necessarily agree to previously issued financial statements. See Note 3 to the Consolidated Financial Statements in Item 8 of this Form 10-K for additional information on disposed and discontinued operations and Note 2 for additional information regarding the impact of 2011 acquisitions.

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

Special Note Regarding Forward-Looking Statements

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, 2011. The MD&A should be read in conjunction with our Consolidated Financial Statements and Notes which appear elsewhere in 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 "Special Note Regarding Forward Looking Statements" inside the front cover of this Form 10-K.

OVERVIEW AND OUTLOOK

Dover delivered a record year in 2011 in terms of revenue, earnings, and bookings. Our consolidated revenue increased \$1.3 billion, or 20%, to \$8.0 billion, inclusive of acquisitions, while our bookings grew by \$1.2 billion, or 17%, to \$8.1 billion, and our gross profit grew by \$435 million, or 17%, to \$3.1 billion. However, our gross profit margin as a percentage of sales decreased 100 basis points to 38.4% mainly due to product and customer mix as well as the impact of recent acquisitions, which more than offset operating leverage. Earnings from continuing operations increased 23% to \$846 million.

In addition to our strong financial results, we accomplished several important strategic initiatives in 2011. We realigned our businesses into four new segments to more closely match our key end-markets. This new structure will serve to support our growth strategies and productivity initiatives as we continue to build our company. During 2011, we deployed \$1.4 billion on nine acquisitions that added technology, opened new markets, and expanded geography in nearly all of our growth spaces. We also divested three businesses consistent with our strategy of focusing on our higher margin growth spaces. We received proceeds in excess of \$500 million which we intend to utilize on future acquisitions or internal investments. Lastly, we generated \$786 million in free cash flow, which enabled us to aggressively invest in higher growth economies and innovation, and to continue our long tradition of raising our annual dividend, now standing at 56 consecutive years.

As we concluded the fourth quarter, we encountered certain challenges, such as continued weakness in alternative energy, semi-conductor and telecom infrastructure markets and general softness within the European economy, including uncertainty around European credit markets, that may continue to impact our operations going into 2012.

Despite these challenges, given our strong financial position and the depth and resilience of our business mix, we believe that through continued execution of our strategies around positioning ourselves to capitalize on global growth trends, capturing the benefits of common ownership and disciplined capital allocation, we are well positioned for solid growth in 2012.

We expect 2012 full year organic growth to be in the range of 4% to 7% and acquisition related growth to be approximately 3% for acquisitions completed in 2011. Based on these revenue assumptions and profitability expectations, we expect our diluted earnings per share from continuing operations for 2012 will be in the range of \$4.70 to \$5.00 and expect our earnings to follow a traditional seasonal pattern of being higher in the second and third quarters.

CONSOLIDATED RESULTS OF OPERATIONS

As discussed in Note 3 to the Consolidated Financial Statements in Item 8 of this Form 10-K, we are reporting three businesses that were sold during the third and fourth quarters of 2011 as discontinued operations. Therefore, we have classified the results of operations of these businesses as discontinued operations for all periods presented.

	Years Ended December 31,			% / Point Change	
	2011	2010	2009	2011 versus 2010	2010 versus 2009
	(Dollars in thousands except per share figures)				
Revenue	\$ 7,950,140	\$ 6,640,191	\$ 5,344,331	20%	24%
Cost of goods and services	4,898,716	4,023,586	3,331,187	22%	21%
Gross profit	3,051,424	2,616,605	2,013,144	17%	30%
Selling and administrative expenses	1,840,609	1,607,327	1,422,015	15%	13%
Restructuring - severance and exit costs	5,695	6,160	67,322	-8%	-91%
Interest expense, net	115,596	106,422	100,472	9%	6%
Other expense (income), net	55	3,652	(3,752)	-	-
Earnings from continuing operations	846,365	690,751	373,423	23%	85%
Net earnings	895,243	700,104	356,438	28%	96%
Net earnings per common share - diluted	\$ 4.74	\$ 3.70	\$ 1.91	28%	94%
Gross profit margin	38.4%	39.4%	37.7%	(1.0)	1.7
Selling and administrative expenses as a percentage of revenue	23.2%	24.2%	26.6%	(1.0)	(2.4)
Effective tax rate	22.7%	23.2%	24.5%	(0.5)	(1.3)

Revenue

Our 2011 consolidated revenue increased \$1.3 billion or 20% compared with 2010, reflecting organic growth of 11%, growth from acquisitions of 7% and a favorable impact from currency translation of 2%. The majority of our organic growth was attributed to increased volumes across all four segments driven by strength in the energy and consumer handset markets and solid growth in fluid solutions, refrigeration equipment and many of the industrial markets served by our Engineered Systems segment. Additionally, approximately 2% of our growth was generated by new products, particularly in our Communication Technologies and Printing & Identification segments. Pricing added about 1% to revenue principally driven by strategic pricing initiatives and price increases implemented to offset higher commodity costs. Revenues generated outside of the U.S. increased by 22% compared with 2010, with revenue generated in emerging economies of China and Latin America increasing 47%.

Over 70% of the revenue growth from acquisitions was generated by Harbison-Fischer and Sound Solutions, two large acquisitions that we made in 2011 to expand our operations serving the artificial lift and handset markets, respectively.

Our 2010 consolidated revenue increased \$1.3 billion or 24% compared with 2009, reflecting organic revenue growth of 20%, growth from acquisitions of 4%, and a negligible unfavorable impact from foreign currency translation. The organic growth reflected volume increases across all four of our segments, driven by higher demand in the majority of our end-markets as the global economy continued to rebound in 2010 from the 2009 down cycle. Revenues generated outside of the U.S. increased by 30% compared with 2009, with much of this growth generated in emerging economies of Asia and Latin America.

Gross Profit

Our gross profit increased \$434.8 million or 17% in 2011 compared with 2010, reflecting the benefit of increased sales volumes. However, gross profit margin as a percentage of revenue contracted 100 basis points in 2011 to 38.4% from 39.4% in 2010 due principally to the impact of product and customer mix, which more than offset operating leverage, as well as the impact of higher depreciation from recent acquisitions.

Gross profit increased \$603.5 million or 30% in 2010 compared with 2009, reflecting the benefit of increased sales volumes. Gross profit margin as a percentage of revenue was 39.4% in 2010, a 170 basis point improvement over the 2009 gross profit margin of 37.7%, reflecting the increase in sales volumes in 2010, the impact of lower restructuring charges on a comparative basis, and benefits realized from restructuring initiatives executed in 2009 along with our productivity initiatives.

Selling and Administrative Expenses

Selling and administrative expenses increased \$233.3 million or 15% in 2011 compared with 2010 due primarily to general increases across the segments in support of higher volumes. As a percentage of revenue, selling and administrative expenses declined to 23.2% in 2011 compared with 24.2% in 2010. This 100 basis point improvement is largely a result of leverage from the higher revenue levels, which more than offset higher amortization and other nonrecurring expenses related to recent acquisitions.

Selling and administrative expenses increased \$185.3 million or 13% in 2010 compared with 2009 due primarily to general increases across the segments in support of higher volumes. As a percentage of revenue, selling and administrative expenses declined to 24.2% in 2010 compared with 26.6% in 2009. This 240 basis point improvement reflects the absence of significant restructuring charges in 2010 and the benefits realized from 2009 restructuring efforts, as well as leverage from the higher revenue levels partially offset by increased compensation costs.

Non-Operating Items

Interest expense, net, increased 9% to \$115.6 million in 2011 due primarily to higher average outstanding borrowings during 2011 as compared with 2010. As discussed in Note 8 to the Consolidated Financial Statements in Item 8 of this Form 10-K, in February of 2011 we issued \$800 million in new notes, receiving net proceeds of \$789 million, approximately half of which was used to repay outstanding commercial paper balances incurred to retire \$400 million of notes which came due earlier that month, with the remainder used to fund first quarter acquisitions. As a result, our total borrowings were \$380 million higher at the end of 2011 compared to the end of 2010. In 2010, interest expense, net, increased 6.0% to \$106.4 million, primarily due to reduced interest income in 2010 resulting from lower interest rates on the Company's short term investment balances.

Other non-operating expense (income), net of \$0.1 million in 2011 includes \$8.6 million of net expense from foreign currency exchange fluctuations on assets and liabilities denominated in currencies other than the functional currency, offset by royalty income and other miscellaneous non-operating gains, none of which are individually significant. Other non-operating expense, net of \$3.7 million in 2010 reflects \$6.9 million of net expense from foreign currency exchange fluctuations on assets and liabilities denominated in currencies other than the functional currency, coupled with a \$4.3 million loss on extinguishment of debt, offset in part by royalty income and other miscellaneous non-operating gains. This compares to other non-operating income, net of \$3.8 million in 2009, which reflects \$6.1 million of net expense from foreign currency exchange fluctuations on assets and liabilities denominated in currencies other than the functional currency, which was more than offset by a favorable insurance settlement and other miscellaneous non-operating gains.

Income Taxes

The 2011 effective tax rate on continuing operations was 22.7% compared to the 2010 rate of 23.2%. The effective tax rate was impacted by net favorable discrete and other items in both years (primarily driven by favorable audit settlements for uncertain tax positions in multiple jurisdictions relating to prior periods). The effective rate for 2011 was favorably impacted by net discrete items totaling \$41.3 million, principally arising from settlements with the U.S. federal taxing authority and state taxing authorities. The effective tax rate for 2010 was favorably impacted by net discrete and other items totaling \$50.3 million, arising principally from settlements with the U.S. federal taxing authority, coupled with the resolution of a foreign tax matter. The effective tax rate of 24.5% in 2009 was favorably impacted by \$31.6 million of net benefits recognized for discrete items. Excluding these discrete and other items (a non-GAAP measure), the effective tax rate was 26.5% in 2011, 28.8% in 2010, and 30.9% in 2009, reflecting the geographic mix of earnings, with the earnings generated in foreign markets typically taxed at lower rates than in the U.S. While we believe additional uncertain tax positions will be settled within the next twelve months, an estimate cannot be made due to the uncertainties associated with the resolution of these matters.

Net Earnings

Net earnings from continuing operations was \$846.4 million in 2011, an increase of 23% compared to 2010 due mainly to the earnings on increased revenue and a lower effective tax rate. Net earnings from continuing operations were \$690.8 million in 2010, an increase of 85% compared to 2009, mainly due to increased revenues, operating margin expansion and a lower effective tax rate.

Net earnings from discontinued operations increased to \$48.9 million in 2011, primarily reflecting income of \$53.6 million from the operations of the three businesses sold this year and adjustments to other discontinued assets and liabilities, offset in part by a net loss on the sale of these businesses of \$4.7 million, inclusive of goodwill impairment. In 2010, our net earnings from discontinued operations of \$9.4 million includes income of \$23.6 million from the operations of the businesses sold in 2011 and adjustments to other discontinued assets and liabilities, offset in part by a net loss of approximately \$14.2 million related to the sale of a business that had been reflected as a discontinued operation in a previous year. The 2009 net loss from discontinued operations of \$17.0 million includes a net loss on sale of \$11.2 million, mainly related to a write-down of a business held for sale, coupled with other net losses from operations totaling \$5.8 million. Refer to Note 3 to the Consolidated Financial Statements for additional information on disposed and discontinued operations.

Diluted net earnings per share from continuing operations in 2011 increased 23% to \$4.48 and diluted net earnings per share increased 28% to \$4.74, as a result of the same factors discussed above.

Diluted net earnings per share from continuing operations in 2010 increased 83% to \$3.65 and diluted net earnings per share increased 94% to \$3.70, as a result of the same factors discussed above.

Restructuring Activity

We periodically undertake restructuring programs in response to prevailing business requirements and market conditions. In addition to these factors, 2009 earnings across all segments were also negatively impacted by restructuring charges, while 2011 and 2010 earnings reflect the benefits captured from the businesses' restructuring and integration programs initiated in 2008 and 2009.

In late 2008, we launched various synergy capture programs and restructuring initiatives in response to the weakening global economic environment at the time. In 2008 and 2009, we recorded restructuring charges of \$23.9 million and \$67.3 million, respectively, relating to these programs. These programs were largely executed throughout 2009, and we realized incremental savings of approximately \$125 million and \$32 million in 2009 and 2010, respectively. During 2009, we had a net reduction in our workforce of approximately 2,950, or 9%, and a net reduction of 23 manufacturing and warehouse facilities, as a result of these strategic restructuring efforts. By 2010, we had completed the majority of the initiatives launched in 2008 and 2009.

In 2010 and 2011, our businesses were generally expanding their operations, so our restructuring activities were limited to a few targeted facility consolidations. We incurred restructuring charges of \$6.2 million and \$5.7 million, respectively, relating to such activities.

We do not currently anticipate significant restructuring activity in 2012, but will continue to monitor business activity across our end markets and adjust capacity as necessary depending on the economic climate and other internal business factors.

SEGMENT RESULTS OF OPERATIONS

As discussed previously, in the fourth quarter of 2011 we reorganized our businesses into four new segments to better align with our key end-markets. As such, the information herein has been recast to conform to the new segment structure for all periods presented. See Note 15 to 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.

Communication Technologies

	Years Ended December 31,			% Change	
	2011	2010	2009	2011 vs. 2010	2010 vs. 2009
(Dollars in thousands)					
Revenue	\$ 1,360,077	\$ 1,076,012	\$ 916,031	26.4%	17.5%
Segment earnings	\$ 226,382	\$ 205,215	\$ 142,541	10.3%	44.0%
Operating margin	16.6%	19.1%	15.6%		
Other measures:					
Depreciation and amortization	\$ 101,839	\$ 72,262	\$ 69,393	40.9%	4.1%
Bookings	1,344,540	1,128,265	952,346	19.2%	18.5%
Backlog	437,320	404,374	337,833	8.1%	19.7%
Components of revenue growth:				2011 vs. 2010	2010 vs. 2009
Organic growth				7.2%	17.0%
Acquisitions				18.0%	0.6%
Foreign currency translation				1.2%	-0.1%
				26.4%	17.5%

2011 Versus 2010

Revenue generated by our Communication Technologies segment increased \$284.1 million, or 26%, compared with 2010, with \$190.2 million, or 18% of the growth, attributed principally to the 2011 acquisition of Sound Solutions, which supplements our product offerings in the growing handset market. Although there was an incremental decrease in revenue due to normal pricing concessions for our communication and telecommunication products corresponding to normal product life cycle maturities, this decrease was more than offset by revenue growth from market share gains, new product introductions and product mix.

Our organic revenue growth of 7% was largely due to continued strong demand for smart phones serving the communications market which grew significantly year over year. Our revenue in the communications market (representing 31% of 2011 segment revenue) increased \$66.6 million, or 42%, excluding Sound Solutions. Our microelectronic mechanical (“MEMs”) microphones and SiSonic™ technologies were well positioned to capitalize on this market's growth as we have continued to invest in capacity to meet the growing market demands. We also experienced solid demand in the commercial aerospace market due to increased build rates of commercial aircraft by leading aircraft manufacturers and increased demand for our aftermarket products globally. Our aerospace/industrial revenue (18% of 2011 segment revenue) increased \$59.0 million, or 32%. This overall growth was partially offset by weakened demand in the global telecom markets, driven in part by deferred industry investment due to service provider consolidation. This contributed to a decrease of \$7.2 million, or 3%, in our telecommunication/other revenue (17% of 2011 segment revenue). Revenue derived from our defense market (16% of 2011 segment revenue) declined \$8.2 million, or 4%, mainly due to timing and funding of certain programs. Our life sciences revenue (18% of segment revenue) also declined by \$16.4 million, or 6%, principally due to softer hearing aid demand in the first half of 2011 and overall softer medical equipment demand.

Communication Technologies 2011 earnings increased 10% compared with 2010, but operating margin declined 250 basis points. The margin decline mainly resulted from higher acquisition related costs including incremental depreciation and amortization, higher raw material costs, and lower margins from the integration of the Sound Solutions acquisition. Excluding the impact of Sound Solutions, earnings would have increased by \$36.6 million, or 18%, and operating margin would have increased by 160 basis points as compared with 2010.

Bookings and backlog at the end of 2011 indicate continued strength in the handset and aerospace markets as we head into 2012, offset by continued softness in the telecommunication market.

2010 Versus 2009

Communication Technologies 2010 revenue and earnings increased 18% and 44%, respectively, compared with 2009. The increase in revenues was supported by organic revenue growth of 17% and growth from acquisitions of 1%, offset by a negligible impact from foreign currency translation. The organic revenue growth was primarily driven by strong demand for MEMs microphones, hearing aid components and telecom infrastructure related products. Earnings and operating margin in 2010 were favorably impacted by higher sales volume and production leverage, coupled with the absence of significant restructuring charges in 2010 and the benefit of 2009 restructuring programs.

Energy

	Years Ended December 31,			% Change	
	2011	2010	2009	2011 vs. 2010	2010 vs. 2009
(Dollars in thousands)					
Revenue	\$ 1,900,749	\$ 1,303,507	\$ 998,272	45.8%	30.6%
Segment earnings	\$ 450,637	\$ 316,113	\$ 211,962	42.6%	49.1%
Operating margin	23.7%	24.3%	21.2%		
Other measures:					
Segment depreciation and amortization	\$ 77,819	\$ 48,842	\$ 40,349	59.3%	21.0%
Bookings	1,985,405	1,319,015	974,886	50.5%	35.3%
Backlog	246,351	152,183	123,367	61.9%	23.4%
Components of revenue growth:				2011 vs. 2010	2010 vs. 2009
Organic growth				26.2%	24.7%
Acquisitions				18.5%	4.7%
Foreign currency translation				1.1%	1.2%
				45.8%	30.6%

2011 Versus 2010

Our Energy segment posted record organic revenue, earnings and bookings in 2011. Revenue and earnings were up 46% and 43%, respectively, due to continued strength in the drilling, production and downstream energy markets served by the segment. Recent acquisitions generated revenue growth of 19% and contributed to the segment's record results. Sales outside of North America grew 35% driven by significantly higher sales to Central and South America, the Middle East and Russia. Pricing actions, generally undertaken to offset commodity inflation, accounted for a marginal portion of the revenue increase. Production sector revenue (representing 51% of 2011 segment revenue) increased 72%, with 35% due to organic growth and 37% from acquisitions. The organic growth was driven by higher drilling and well completion activity, increased international sales, and higher demand for winch products serving the energy, infrastructure and recovery markets. Drilling sector revenue (21% of 2011 segment revenue) grew 34% due to increased exploration activity, pricing, and market share increases. Our revenues in the drilling and production sectors are impacted by changes in the number of active North American drilling rigs. The average North American drilling rig count in 2011 was up 21% over the prior year, driven by strong oil prices. Downstream sector revenue (28% of 2011 segment revenue) was up 20%, with 14% from organic revenue growth and the balance from recent acquisitions. The organic growth reflects continued strong demand for products in the power generation, rail, cargo tank and chemical/industrial markets, as well as nozzles and hanging hardware for retail fueling stations.

Energy earnings increased \$134.5 million, or 43%, from the higher organic and acquisition volumes. Energy operating margin declined 60 basis points compared to the prior year, due to the impact of acquisition-related costs, including higher depreciation and amortization, and higher material costs, partially offset by improved operating leverage associated with the higher volumes, strategic pricing and productivity gains.

Both bookings and backlog at the end of December increased significantly compared to the prior year, and we expect market conditions in 2012 to continue to be favorable for the Energy segment. The market compression of natural gas prices should not have a significant impact to our operations, as we expect the effects of the migration away from dry gas to be offset by increased oil and liquid rich gas activity.

2010 Versus 2009

Our Energy segment's 2010 revenue and earnings increased 31% and 49%, respectively, compared with 2009. Organic revenue growth of 25% was driven by a significant increase in active North American drilling rigs and market share gains in our drilling sector businesses. Increased drilling activity also favorably impacted our businesses in the production sector, particularly demand for sucker rods. The average North American drilling rig count in 2010 was up 45% compared to 2009. The 2009 Inpro/Seal acquisition contributed revenue growth of approximately 5%, and foreign currency translation favorably impacted revenue by 1%. The increase in earnings is the result of higher sales volume and benefits from productivity improvements and 2009 restructuring initiatives.

Engineered Systems

	Years Ended December 31,			% Change	
	2011	2010	2009	2011 vs. 2010	2010 vs. 2009
	(Dollars in thousands)				
Revenue					
Refrigeration & Industrial	\$ 2,424,638	\$ 2,219,844	\$ 1,807,283	9.2%	22.8%
Fluid Solutions	677,621	567,914	492,191	19.3%	15.4%
Eliminations	(1,524)	(1,316)	(893)		
	<u>\$ 3,100,735</u>	<u>\$ 2,786,442</u>	<u>\$ 2,298,581</u>	11.3%	21.2%
Segment earnings	\$ 445,186	\$ 382,644	\$ 280,346	16.3%	36.5%
Operating margin	14.4%	13.7%	12.2%		
Other measures:					
Segment depreciation and amortization	\$ 74,776	\$ 72,526	\$ 68,992	3.1%	5.1%
Bookings					
Refrigeration & Industrial	\$ 2,512,706	\$ 2,291,896	\$ 1,757,916	9.6%	30.4%
Fluid Solutions	682,832	573,886	481,149	19.0%	19.3%
Eliminations	(2,816)	(2,412)	(1,109)		
	<u>\$ 3,192,722</u>	<u>\$ 2,863,370</u>	<u>\$ 2,237,956</u>	11.5%	27.9%
Backlog					
Refrigeration & Industrial	\$ 528,118	\$ 446,267	\$ 373,938	18.3%	19.3%
Fluid Solutions	54,194	47,123	41,496	15.0%	13.6%
Eliminations	(177)	(315)	(115)		
	<u>\$ 582,135</u>	<u>\$ 493,075</u>	<u>\$ 415,319</u>	18.1%	18.7%
Components of revenue growth:				2011 vs. 2010	2010 vs. 2009
Organic growth				9.4%	15.8%
Acquisitions and divestitures, net				0.6%	6.0%
Foreign currency translation				1.3%	-0.6%
				<u>11.3%</u>	<u>21.2%</u>

2011 Versus 2010

Engineered Systems 2011 revenue increased 11%, driven by organic revenue growth of 9%, favorable foreign currency of 1% and a negligible impact from recent acquisitions. Revenue of our refrigeration & industrial platform, which serves our refrigeration and food equipment, waste and recycling, and other industrial end-markets, increased \$205 million, or 9%. Revenue from refrigeration and food equipment (representing 35% of 2011 segment revenue) increased \$91 million, or 9%, reflecting strong demand for refrigeration systems fueled by remodel activity at major retail chains. Performance by our businesses serving the waste and recycling and other industrial markets (43% of 2011 segment revenue) was driven by increased global demand for industrial automation machinery, improving demand for vehicle services in the important Asian markets and a market rebound in hydraulic equipment due in part to strength in the mining sector, partially offset by a double-digit decline in waste and recycling revenue given continued constraints on municipal spending. These factors combined to increase other industrial revenue by \$114 million, or 9%.

Revenue of our fluid solutions platform (22% of 2011 segment revenue) increased by \$110 million, or 19%, reflecting strong demand for pumps in the chemical, transport and hygienic markets and increasing demand for heat exchange systems, coupled with the benefits from geographic expansion, particularly in Asia, and price increases necessary to cover rising commodity costs.

Engineered Systems segment earnings increased \$62.5 million, or 16%, on the strength of increased volume. Operating margin expanded by 70 basis points, as a result of positive pricing actions and productivity savings, which more than offset cost escalation and unfavorable product mix.

Bookings and backlog at the end of 2011 have increased compared to 2010 levels, driven by higher refrigeration, pump and heat exchange orders. We continue to invest in market leading technologies to better serve the refrigeration market, as we expect more economies to propose and pass carbon-limiting legislation in the coming years. An example of this is our fourth quarter acquisition of Advansor A/S, which manufactures energy efficient transcritical CO₂ systems used in refrigeration systems.

2010 Versus 2009

Our Engineered Systems' 2010 revenue and earnings increased by 21% and 37%, respectively, as compared with 2009. Organic revenue growth of 16% was driven by higher sales volumes in refrigeration systems and vehicle service offerings, offset in part by softness in waste and recycling markets. Earnings and margin were favorably impacted by increased volumes in high margin businesses, the absence of restructuring charges and the benefits associated with 2009 restructuring initiatives.



Printing & Identification

	Years Ended December 31,			% Change	
	2011	2010	2009	2011 vs. 2010	2010 vs. 2009
(Dollars in thousands)					
Revenue	\$ 1,592,964	\$ 1,476,830	\$ 1,133,499	7.9%	30.3%
Segment earnings	\$ 226,534	\$ 237,368	\$ 78,026	-4.6%	204.2%
Operating margin	14.2%	16.1%	6.9%		
Other measures:					
Segment depreciation and amortization	\$ 46,148	\$ 46,302	\$ 51,532	-0.3%	-10.1%
Bookings	1,562,719	1,573,044	1,157,242	-0.7%	35.9%
Backlog	180,871	213,589	117,734	-15.3%	81.4%
Components of revenue growth:				2011 vs. 2010	2010 vs. 2009
Organic growth				4.8%	30.5%
Acquisitions				0.0%	0.8%
Foreign currency translation				3.1%	-1.0%
				7.9%	30.3%

2011 Versus 2010

Our Printing & Identification segment's 2011 revenue increased 8% compared with 2010, with 5% of the increase attributed to higher organic and new product volumes and 3% from favorable foreign currency impacts. Price was slightly favorable, offsetting commodity inflation. Electronics revenue (representing 42% of 2011 segment revenue) was up 11% versus the prior year, with strong first half growth of 50% driven by strong demand in the alternative energy and semiconductor markets, partially offset by a revenue decline in the second half of 17% as demand weakened in these same electronic markets. Additionally, we realized volume growth in our fast moving consumer goods (FMCG) (35% of 2011 segment revenue) and industrial products (23% of 2011 segment revenue), with combined 6% revenue growth year over year, driven by successful new product introductions that gained traction as the year progressed.

Printing & Identification earnings declined \$11 million in 2011, resulting in an operating margin decline of 190 basis points. The margin decline is primarily attributed to the second half reduction in alternative energy and semiconductor revenues which are typically higher margin activity, coupled with unfavorable regional mix due to weaker European markets for our FMCG, and key strategic investments for growth directed toward our FMCG, industrial and electronics end markets. We expect these investments to continue into 2012 as we consider these end markets integral to our longer-term revenue growth focus. We also completed several small employee reduction in force programs across targeted businesses to streamline operations and to align more closely with our growth in geographic end markets. Costs related to these programs were not significant.

Year-end 2011 bookings and backlog levels are down from the prior year, primarily due to the slowdown in electronics end markets, particularly alternative energy and semiconductor. We currently expect these market conditions to continue through the first half of 2012.

2010 Versus 2009

Our Printing & Identification segment's 2010 revenue increased by 30% compared with 2009, substantially driven by increased demand in all of its major product categories, including marking and coding and electronic assembly and board test equipment. Demand was fueled by the economic recovery, increased semiconductor handling business, and growth in solar/alternative energy products. Earnings in 2010 increased over 200% compared with 2009 primarily due to the favorable impact of product and geographic mix, the absence of restructuring charges and the benefits of 2009 restructuring initiatives.

FINANCIAL CONDITION

We assess our liquidity in terms of our ability to generate cash to fund operating, investing and financing activities. Significant factors affecting liquidity are: cash flows generated from operating activities, capital expenditures, acquisitions, dispositions, dividends, repurchases 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, while managing our capital structure on a short and long-term basis.

Cash Flow Summary

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

Cash Flows from Continuing Operations (in thousands)	Years Ended December 31,		
	2011	2010	2009
Net Cash Flows Provided By (Used In):			
Operating activities	\$ 1,058,229	\$ 901,862	\$ 743,381
Investing activities	(1,020,940)	(171,518)	(252,184)
Financing activities	(50,501)	(304,788)	(388,453)

Operating Activities

Cash provided by operating activities in 2011 increased \$156.4 million, primarily due to increased net earnings in 2011 and reduced investment in working capital relative to 2010. Higher sales volume increased 2011 net earnings before depreciation and amortization by \$256 million as compared with 2010. Our investment in working capital was \$151 million lower than in 2010, at which time a working capital build-up was necessary to support revenue levels recovering from the 2009 declines. These increases in cash flow were partially offset by \$178 million of higher income tax payments resulting from our higher earnings and 2011 tax settlement activity, as well as higher employee incentive compensation payments and reductions in deferred revenue.

Cash provided by operating activities in 2010 increased \$158.5 million from 2009. Higher sales volume increased 2010 net earnings before depreciation and amortization by \$354 million as compared with 2009. This was offset by a \$220 million increase in working capital necessary to support the increase in 2010 order and revenue levels, compared to a \$179 million decrease in working capital in the 2009 period when sales levels had declined. Other factors contributing to the 2010 increase in operating cash flows included \$49 million less in restructuring payments, \$21 million less of post-retirement plan contributions, and a \$54 million increase in deferred revenue due to additional sales activity in the 2010 period.

Postretirement costs relating to pension and other employee-related defined benefit plans affect results in all segments. We recorded net periodic benefit cost of \$40 million, \$33 million and \$37 million in 2011, 2010 and 2009, respectively, relating to our benefit plans (including our defined benefit, supplemental and post-retirement plans). The main drivers of expense from year to year are assumptions in formulating our long-term estimates, including expected returns on plan assets, the service cost and the interest cost. In 2011, the actual return on U.S. plan assets increased, while returns on our non-U.S. plan assets declined, as a result of the different mix of investments in the plans. In 2010, the actual return on plan assets increased, consistent with increased returns within the global equity markets. In 2012, we expect our net periodic benefit cost to be approximately \$48 million, with the increase compared to 2011 being attributed to higher amortization relating to unrecognized losses.

The funded status of our qualified defined benefit pension plans is dependent upon many factors, including returns on invested assets and the level of market interest rates. We contribute cash to our plans at our discretion, subject to applicable regulations and minimum contribution requirements. At December 31, 2011, the projected benefit obligations of our qualified defined benefit plans reflected underfunding by \$75 million, which includes \$12 million relating to the U.S. Dover Corporate Pension Plan and \$63 million relating to our significant international pension 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 our businesses in Germany, the United Kingdom and Switzerland. Cash contributions to qualified defined benefit pension plans in 2011, 2010 and 2009 totaled \$49 million, \$38 million and \$51 million, respectively. In 2012, we expect to contribute \$20 to \$40 million to our qualified defined benefit plans. See Note 13 to the Consolidated Financial Statements in Item 8 of this Form 10-K for further discussion regarding our post-retirement plans.

Adjusted Working Capital

In 2011, Adjusted Working Capital (a non-GAAP measure calculated as accounts receivable, plus inventory, less accounts payable) increased from 2010 by \$207 million, or 17%, to \$1.4 billion, which reflected an increase in receivables of \$167 million, an increase in net inventory of \$145 million and an increase in accounts payable of \$105 million, generally due to additional working capital investment necessary to support the increased revenue levels and the impact of 2011 acquisitions. Excluding acquisitions and the effects of foreign exchange translation of \$16 million, Adjusted Working Capital would have increased by \$63 million, or 5%.

Investing Activities

We used cash for investing activities of \$1.0 billion in 2011 and \$171.5 million in 2010, mainly for capital spending and acquisitions, partially offset by proceeds from the sale of businesses. In 2011, our use of cash for investing activities also included a net payment of \$18 million on the settlement of foreign exchange forward contracts which had served as hedges of a portion of our euro-denominated net investment.

Acquisitions. In 2011, we used cash of \$1.4 billion to acquire nine businesses, including \$401 million for Harbison-Fischer in the first quarter and \$824 million for Sound Solutions in the third quarter. In comparison, we used \$104 million to acquire six businesses in 2010.

Capital spending. Capital expenditures, primarily to support capacity expansion, innovation and cost savings, were \$271 million in 2011 and \$175 million in 2010. The increase in 2011 capital spending reflects investment in capacity expansion within our businesses principally serving the high-growth energy drilling and handset markets. In 2011, our capital expenditures as a percentage of revenue were approximately 3.4%. We expect capital expenditures as a percentage of revenue in 2012 to increase slightly, driven by capacity expansion to support our high-growth, high-demand energy and handset markets.

Proceeds from sales of businesses. We generated cash of \$517 million in 2011, primarily from the sale of Paladin Brands, Crenlo and Heil Trailer International, three businesses that had operated in our Engineered Systems segment. This compares to net proceeds of \$4.5 million generated by the sale of Triton in 2010.

Short-term investments. We typically invest cash in excess of near-term requirements in short-term investments. In 2011, we generated net proceeds of \$124 million from the sale of short-term investments, which were used to fund a portion of the Sound Solutions acquisition. In 2010, our short-term investment activity generated net proceeds of \$87 million.

We anticipate that capital expenditures and any acquisitions we make in 2012 will be funded from available cash and internally generated funds, and if necessary, through the issuance of commercial paper or through public debt markets.

Financing Activities

We used cash for financing activities of \$50.5 million in 2011 and \$304.8 million in 2010, mainly for purchase of our common stock and payment of dividends, largely offset by net borrowing activity and proceeds from exercise of stock options.

Long-term and short-term debt. In 2011, we realized net proceeds of \$789 million from the 4.3% 10-year Notes due 2021 and 5.375% 30-year Notes due 2041 issued in February, approximately half of which was used to repay \$400 million of other borrowings, principally commercial paper used to repay the 6.50% 10-year Notes which came due earlier in February 2011 and to fund acquisitions made in the first quarter.

Treasury purchases. We historically repurchase shares of our common stock in an amount at least equal to the number of shares issued under our equity compensation arrangements, and expect to continue with this policy. We used \$242 million for share repurchases in 2011 compared with \$124 million in 2010. During 2011, we repurchased approximately 4.0 million shares of our common stock in the open market, pursuant to the 10,000,000 share repurchase program authorized by the Board of Directors in May 2007. In 2010, we purchased approximately 2.3 million shares under the same program. Approximately 2.5 million shares remain authorized for repurchase under this 10,000,000 five year authorization as of December 31, 2011.

Dividend payments. Total dividend payments to common shareholders were \$219 million in 2011 and \$200 million in 2010. Our dividends per common share increased 10% to \$1.18 per share in 2011 compared to \$1.07 per share in 2010. This represents the 56th consecutive year that our dividend has increased.

Proceeds from exercise of stock options. We received \$40 million from employee exercises of stock options in 2011, compared to \$80 million in 2010. Since 2006, we have issued only stock-settled appreciation rights ("SARs"), and a greater portion of our 2011 exercise activity was related to SARs which do not require cash settlement.

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,		
	2011	2010	2009
Cash flow provided by operating activities	\$ 1,058,229	\$ 901,862	\$ 743,381
Less: Capital expenditures	(271,809)	(174,845)	(112,972)
Free cash flow	<u>\$ 786,420</u>	<u>\$ 727,017</u>	<u>\$ 630,409</u>
Free cash flow as a percentage of revenue	<u>9.9%</u>	<u>10.9%</u>	<u>11.8%</u>

For 2011, we generated free cash flow of \$786.4 million, representing 9.9% of revenue and 92.9% of earnings from continuing operations, while continuing to make investments necessary to support our growth. Free cash flow in 2010 was \$727.0 million or 10.9% of revenue, compared to \$630.4 million or 11.8% of revenue in 2009. The full year increase in 2011 free cash flow reflects higher earnings from continuing operations before depreciation and amortization and lower investment in working capital, partially offset by higher tax payments in 2011. In 2011, we made tax payments of approximately \$281 million compared to \$103 million in the prior year, with the 2011 increase resulting from the higher level of earnings, the timing of estimated payments, and the impact of certain changes in federal tax regulations. Free cash flow is also impacted by higher capital expenditures in 2011 necessary to fund expansion in our high-growth businesses. We expect to generate free cash flow in 2012 of approximately 10% of revenue, consistent with our historical performance.

The 2010 increase in free cash flow compared to 2009 reflects higher earnings from continuing operations offset by investment in working capital and an increase in capital expenditures. The 90 basis point decline in free cash flow as a percentage of revenue was the result of the significant reduction in working capital realized in 2009 coupled with lower revenue levels.

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)	At December 31,		
	2011	2010	2009
Current maturities of long-term debt	\$ 1,022	\$ 1,590	\$ 35,624
Commercial paper	-	15,000	-
Long-term debt	2,186,230	1,790,886	1,825,260
Total debt	2,187,252	1,807,476	1,860,884
Less: Cash, cash equivalents and short-term investments	(1,206,755)	(1,310,813)	(940,245)
Net debt	980,497	496,663	920,639
Add: Stockholders' equity	4,930,555	4,526,562	4,083,608
Net capitalization	<u>\$ 5,911,052</u>	<u>\$ 5,023,225</u>	<u>\$ 5,004,247</u>
Net debt to net capitalization	<u>16.6%</u>	<u>9.9%</u>	<u>18.4%</u>

Our net debt to net capitalization ratio increased at December 31, 2011 primarily due to the use of cash and debt to fund acquisitions totaling \$1.4 billion during the year. Total borrowings increased by \$380 million during 2011, primarily due to \$789 million net proceeds received from the 4.3% 10-year Notes due 2021 and 5.375% 30-year Notes due 2041 issued in February, approximately half of which was used to repay outstanding commercial paper balances incurred to retire \$400 million of notes which came due earlier in February 2011. In 2011, we also received cash proceeds of \$517 million, primarily from the sale of three businesses.

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At December 31, 2011, our cash and cash equivalents totaled \$1.2 billion, representing a decrease of \$104 million, as compared with the 2010 balance including short-term investments. Cash equivalents are invested in highly liquid investment grade money market instruments with maturities of three months or less. We regularly invest cash in excess of near-term requirements in short-term investments, which consist of investment grade time deposits with original maturity dates at the time of purchase greater than three months, up to twelve months. We held no short-term investments at December 31, 2011. At December 31, 2011, our total cash and cash equivalents included \$600 million held outside of the United States.

We use commercial paper borrowings for general corporate purposes, including the funding of acquisitions and the repurchase of our common stock. In November of 2011, we entered into a new unsecured revolving credit facility with a syndicate of banks to replace our existing facility that was set to expire in November 2012. Our new facility permits borrowings up to \$1 billion, which is consistent with the facility we replaced, and expires on November 10, 2016. 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 Eurodollar or Sterling rate based on LIBOR, plus an applicable margin ranging from 0.565% to 1.225% (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, 2011 and had a coverage ratio of 14.3 to 1. 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 with remaining capacity of \$1 billion 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.

At December 31, 2011, we have an outstanding floating-to-floating cross currency swap agreement for a total notional amount of \$50 million in exchange for CHF 65.1 million. In February 2011, we amended and restated the terms of the arrangement to extend its maturity date to October 15, 2015. This transaction continues to hedge a portion of our net investment in CHF-denominated operations. The agreement qualifies as a net investment hedge and the effective portion of the change in fair value is reported within the cumulative translation adjustment section of other comprehensive earnings. The fair value at December 31, 2011 reflected a loss of \$21.7 million due to the strengthening of the Swiss franc relative to the U.S. dollar over the term of this arrangement.

In January 2011, we entered into foreign currency forward contracts to purchase \$350 million for €258.7 million, which were designated as hedging an equivalent amount of our euro denominated net investment. The agreements qualified as net investment hedges with the changes in fair value being reported within the cumulative translation adjustment section of other comprehensive earnings. These arrangements were settled on April 4, 2011, at which time we realized a loss of \$18.2 million, which is reported within the cumulative translation adjustment.

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, 2011:

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

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, 2011, we had approximately \$59.9 million outstanding in letters of credit with financial institutions, which expire at various dates in 2012 through 2016. 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, 2011 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 (4)
Long-term debt (1)	\$ 2,187,252	\$ 1,022	\$ 523	\$ 299,248	\$ 1,886,459	\$ -
Interest expense (2)	1,934,370	117,788	235,575	217,903	1,363,104	-
Rental commitments	245,077	62,948	80,939	39,845	61,345	-
Purchase obligations	57,202	46,853	9,788	561	-	-
Capital leases	5,345	1,606	1,796	904	1,039	-
Supplemental & post-retirement benefits (3)	167,580	19,992	21,469	48,389	77,730	-
Uncertain tax positions (4)	184,467	1,576	-	-	-	182,891
Total obligations	\$ 4,781,293	\$ 251,785	\$ 350,090	\$ 606,850	\$ 3,389,677	\$ 182,891

- (1) See Note 8 to the Consolidated Financial Statements. Amounts represent total 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, 2011.
- (3) Amounts represent estimated benefit payments under our supplemental and post-retirement benefit plans. See Note 13 to the Consolidated Financial Statements. We also expect to contribute approximately \$20 to \$40 million to our qualified defined benefit plans in 2012, 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 2012. These amounts do not include the potential indirect benefits resulting from deductions or credits for payments made to other jurisdictions.

Critical Accounting Policies

Our consolidated financial statements and related public financial information are based on the application of generally accepted accounting principles in the United States of America ("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. 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 10% 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.
- Inventory 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 inventory is 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 inventory are employed by us to properly value inventory. Businesses within our Communication Technologies and Printing & Identification segments 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.

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- We have significant tangible and intangible assets on our balance sheet that include goodwill and other intangibles related to acquisitions. The valuation and classification of these assets and the assignment of useful depreciation and amortization lives involve significant judgments and the use of estimates. The testing of these intangibles under established accounting guidelines for impairment also requires significant use of judgment and assumptions, particularly as it relates to the identification of reporting units and the determination of fair market value. Our assets and reporting units are tested and reviewed for impairment on an annual basis during the fourth quarter or, when indicators of impairment exist, such as a significant sustained change in the business climate, or when a significant portion of a reporting unit is to be reclassified to discontinued operations, during the interim periods. We estimate fair value using discounted cash flow analyses (i.e. an income approach) which incorporate management assumptions relating to future growth and profitability. Changes in business or market conditions could impact the future cash flows used in such analyses. We believe that our use of estimates and assumptions are reasonable and comply with generally accepted accounting principles. No goodwill impairment was indicated by the testing of our 17 identified reporting units in the fourth quarter of 2011, and the fair value of each of the reporting units exceeded the carrying value by at least 30% and, in most cases, significantly more. If the fair value of each of the reporting units was decreased by 10%, the resulting fair value would still have exceeded the carrying value and no impairment would have been recognized.
- 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 13 to the Consolidated Financial Statements, the 2011 weighted-average discount rates used to measure our qualified defined benefit, supplemental and other post-retirement obligations ranged from 4.45% to 4.85%, reduced from the 2010 rates, which ranged from 5.04% to 5.50%. The reduced discount rates are reflective of the decline 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 \$32.3 million from the amount recorded in the financial statements at December 31, 2011. Our pension expense is also sensitive to changes in the expected long-term rate of return on plan 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 \$1.5 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 accounting regulations, 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.
- Occasionally, we will establish liabilities for restructuring activities at an operation, in accordance with appropriate accounting principles. These liabilities, for both severance and exit costs, require the use of estimates. Though we believe that these estimates accurately reflect the anticipated costs, actual results may be different than the estimated amounts.

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- We will from time to time discontinue 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 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 10 to the Consolidated Financial Statements in Item 8 of this Form 10-K.

Recently Adopted Accounting Standards

In October 2009, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) 2009-13, which amended existing guidance for identifying separate deliverables in a revenue-generating transaction where multiple deliverables exist and requires that arrangement consideration be allocated at the inception of an arrangement to all deliverables using the relative selling price method. We adopted the multiple element guidance of ASU 2009-13 effective January 1, 2011. We do not have significant multiple deliverable arrangements, so the adoption of this guidance did not have a material impact on our consolidated financial statements.

In October 2009, the FASB issued ASU 2009-14 which eliminates tangible products containing both software and non-software components that operate together to deliver a product’s functionality from the scope of then-current generally accepted accounting principles for software. We adopted ASU 2009-14 on a prospective basis, effective January 1, 2011. The adoption of this guidance did not have a material impact on our consolidated financial statements.

In June 2011, the FASB issued ASU 2011-05 which provides new guidance on the presentation of comprehensive income. ASU 2011-05 eliminates the option to report other comprehensive income and its components in the statement of changes in stockholders’ equity and instead requires an entity to present the total of comprehensive income, the components of net income and the components of other comprehensive income either in a single continuous statement or in two separate but consecutive statements. This guidance is effective for fiscal years, and interim periods within those years, beginning after December 15, 2011, with early adoption permitted. The adoption of this ASU only requires a change in the format of the current presentation. We adopted this guidance for our 2011 year-end reporting, presenting other comprehensive earnings in a separate statement following the statement of earnings.

In September 2011, the FASB issued ASU 2011-09 which requires enhanced disclosures around an employer’s participation in multiemployer pension plans. The standard is intended to provide more information about an employer’s financial obligations to a multiemployer pension plan to help financial statement users better understand the financial health of the significant plans in which the employer participates. This guidance became effective for our fiscal 2011 year-end reporting. Its adoption did not have a material impact on our consolidated financial statements.

Recently Issued Accounting Standards

In May 2011, the FASB issued ASU 2011-04 which was issued to provide a consistent definition of fair value and ensure that the fair value measurement and disclosure requirements are similar between U.S. GAAP and IFRS. ASU 2011-04 changes certain fair value measurement principles and enhances the disclosure requirements particularly for Level 3 fair value measurements. This guidance is effective for us beginning on January 1, 2012. Its adoption is not expected to significantly impact our consolidated financial statements.

In September 2011, the FASB issued ASU 2011-08 which provides an entity the option to first assess qualitative factors to determine whether it is necessary to perform the current two-step test for goodwill impairment. If an entity believes, as a result of its qualitative assessment, that it is more-likely-than-not that the fair value of a reporting unit is less than its carrying amount, the quantitative impairment test is required. Otherwise, no further testing is required. The revised standard is effective for annual and interim goodwill impairment tests performed for fiscal years beginning after December 15, 2011. However, an entity can choose to early adopt even if its annual test date is before the issuance of the final standard, provided that the entity has not yet performed its 2011 annual impairment test or issued its financial statements. The adoption of this ASU is not expected to significantly impact our consolidated financial statements.

Non-GAAP Disclosures

In an effort to provide investors with additional information regarding our results as determined by generally accepted accounting principles (GAAP), we also disclose non-GAAP information which we believe provides useful information to investors. Free cash flow, net debt, total 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 the (1) net debt to net capitalization ratio and (2) free cash flow are important measures of operating performance and 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 or core revenue growth, which excludes the impact of foreign currency exchange rates and the impact of acquisitions, provides a useful comparison of our revenue performance and trends between periods.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

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

We may from time to time enter into interest rate swap agreements to manage our exposure to interest rate changes. As of December 31, 2011, we did not have any open interest rate swap contracts. 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 have an immaterial 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 fair value of our long-term debt by approximately \$260 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, Malaysia, China, India and other Asian countries. Therefore, we have a significant volume of foreign currency exposures that result from our international sales, purchases, investments, borrowings and other international transactions. Changes in the value of the currencies of these countries affect our financial position and cash flows when 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. At December 31, 2011, we had one outstanding floating-to-floating cross currency swap agreement for a total notional amount of \$50 million in exchange for CHF 65.1 million, which matures on October 15, 2015. This transaction hedges a portion of our net investment in non-U.S. operations. The agreement qualifies as a net investment hedge and changes in the fair value are reported within the cumulative translation adjustment section of other comprehensive earnings, with any hedge ineffectiveness being recognized in current earnings. The fair values at December 31, 2011 and 2010 reflected losses of \$21.7 million and \$19.8 million, respectively, due to the strengthening of the Swiss franc relative to the U.S. dollar over the term of this arrangement.

Certain individual operating subsidiaries that have foreign exchange exposure have established formal policies to mitigate risk in this area by using fair value and/or cash flow hedging programs. We have mitigated and will continue to mitigate a portion of our currency exposure through operation of non-U.S. operating companies in which the majority of all costs are local-currency based. A change of 5% or less in the value of all foreign currencies would not have a material effect on the translation of our balance sheet or statement of earnings.

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, 2011. 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.

Based on its assessment under the criteria set forth in Internal Control — Integrated Framework, management concluded that, as of December 31, 2011, 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, 2011, management has excluded Harbison-Fischer Inc., Sound Solutions and Oil Lift, three companies acquired in purchase business combinations during 2011. These companies are wholly-owned by the Company and their revenue for the year ended December 31, 2011 represents approximately 4.7% of the Company's consolidated total revenue for the same period and their excluded assets represent approximately 3.7% of the Company's consolidated assets as of December 31, 2011.

The effectiveness of the Company's internal control over financial reporting as of December 31, 2011 has been audited by PricewaterhouseCoopers LLP, an independent registered public accounting firm, as stated in their attestation 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, 2011 and 2010, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2011 in conformity with accounting principles generally accepted in the United States of America. In addition, 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, 2011 based on criteria established in *Internal Control — Integrated Framework* 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.

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 Harbison-Fischer Inc., Sound Solutions and Oil Lift from its assessment of internal control over financial reporting as of December 31, 2011 because they were acquired by the Company in purchase business combinations during 2011. We have also excluded Harbison-Fischer Inc., Sound Solutions and Oil Lift from our audit of internal control over financial reporting. These companies are wholly-owned by the Company and their excluded assets and revenue represent approximately 3.7% and 4.7%, respectively, of the related consolidated financial statement amounts as of and for the year ended December 31, 2011.

/s/ PricewaterhouseCoopers LLP

Chicago, Illinois
February 10, 2012

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

	Years Ended December 31,		
	2011	2010	2009
Revenue	\$ 7,950,140	\$ 6,640,191	\$ 5,344,331
Cost of goods and services	4,898,716	4,023,586	3,331,187
Gross profit	3,051,424	2,616,605	2,013,144
Selling and administrative expenses	1,840,609	1,607,327	1,422,015
Operating earnings	1,210,815	1,009,278	591,129
Interest expense, net	115,596	106,422	100,472
Other expense (income), net	55	3,652	(3,752)
Earnings before provision for income taxes and discontinued operations	1,095,164	899,204	494,409
Provision for income taxes	248,799	208,453	120,986
Earnings from continuing operations	846,365	690,751	373,423
Earnings (loss) from discontinued operations, net	48,878	9,353	(16,985)
Net earnings	<u>\$ 895,243</u>	<u>\$ 700,104</u>	<u>\$ 356,438</u>
Basic earnings (loss) per common share:			
Earnings from continuing operations	\$ 4.55	\$ 3.70	\$ 2.01
Earnings (loss) from discontinued operations, net	0.26	0.05	(0.09)
Net earnings	4.82	3.75	1.91
Weighted average shares outstanding	<u>185,882</u>	<u>186,897</u>	<u>186,136</u>
Diluted earnings (loss) per common share:			
Earnings from continuing operations	\$ 4.48	\$ 3.65	\$ 2.00
Earnings (loss) from discontinued operations, net	0.26	0.05	(0.09)
Net earnings	4.74	3.70	1.91
Weighted average shares outstanding	<u>188,887</u>	<u>189,170</u>	<u>186,736</u>
Dividends paid per common share	<u>\$ 1.18</u>	<u>\$ 1.07</u>	<u>\$ 1.02</u>

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

	Years Ended December 31,		
	2011	2010	2009
Weighted average shares outstanding - Basic	185,882	186,897	186,136
Dilutive effect of assumed exercise of employee stock options, SARs and performance shares	3,005	2,273	600
Weighted average shares outstanding - Diluted	<u>188,887</u>	<u>189,170</u>	<u>186,736</u>
Anti-dilutive options/SARs excluded from diluted EPS computation	1,333	1,378	9,176

See Notes to Consolidated Financial Statements.

DOVER CORPORATION
CONSOLIDATED STATEMENTS OF COMPREHENSIVE EARNINGS
(In thousands)

	Years Ended December 31,		
	2011	2010	2009
Net earnings	\$ 895,243	\$ 700,104	\$ 356,438
Other comprehensive earnings (loss), net of tax			
Foreign currency translation adjustments:			
Foreign currency translation (losses) gains during period	(71,612)	(34,667)	76,969
Reclassification of foreign currency translation losses (gains) to earnings upon sale of subsidiaries	11,090	1,031	(527)
Total foreign currency translation	(60,522)	(33,636)	76,442
Pension and other postretirement benefit plans:			
Actuarial losses arising during period	(46,284)	(7,342)	(14,069)
Prior service (cost) credit arising during period	(1,067)	(1,848)	1,081
Amortization of actuarial losses included in net periodic pension cost	5,646	2,731	3,605
Amortization of prior service costs included in net periodic pension cost	5,390	5,180	5,876
Total pension and other postretirement plans	(36,315)	(1,279)	(3,507)
Cash flow hedges:			
Unrealized net (losses) gains arising during period	(948)	623	44
Net (gains) losses reclassified into earnings	(124)	(389)	1,047
Total cash flow hedges	(1,072)	234	1,091
Other	238	-	-
Other comprehensive (loss) earnings	(97,671)	(34,681)	74,026
Comprehensive earnings	\$ 797,572	\$ 665,423	\$ 430,464

See Notes to Consolidated Financial Statements.

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

	<u>December 31, 2011</u>	<u>December 31, 2010</u>
Current assets:		
Cash and cash equivalents	\$ 1,206,755	\$ 1,189,079
Short-term investments	-	121,734
Receivables, net of allowances of \$24,987 and \$29,856	1,190,265	1,023,099
Inventories, net	803,346	657,962
Prepaid and other current assets	154,859	56,817
Deferred tax assets	41,905	82,934
Total current assets	<u>3,397,130</u>	<u>3,131,625</u>
Property, plant and equipment, net	1,000,870	785,624
Goodwill	3,787,117	3,107,478
Intangible assets, net	1,207,084	799,281
Other assets and deferred charges	104,808	107,642
Assets of discontinued operations	4,441	627,093
Total assets	<u>\$ 9,501,450</u>	<u>\$ 8,558,743</u>
Current liabilities:		
Notes payable and current maturities of long-term debt	\$ 1,022	\$ 16,590
Accounts payable	543,924	438,288
Accrued compensation and employee benefits	281,611	263,934
Accrued insurance	104,172	110,860
Other accrued expenses	234,382	228,004
Income taxes payable	37,870	87,372
Total current liabilities	<u>1,202,981</u>	<u>1,145,048</u>
Long-term debt	2,186,230	1,790,886
Deferred income taxes	411,163	304,711
Other liabilities	650,604	562,009
Liabilities of discontinued operations	119,917	229,527
Stockholders' Equity:		
Preferred stock - \$100 par value; 100,000 shares authorized; none issued	-	-
Common stock - \$1 par value; 500,000,000 shares authorized; 250,591,610 and 249,361,340 shares issued at December 31, 2011 and 2010, respectively	250,592	249,361
Additional paid-in capital	663,289	596,457
Retained earnings	6,629,116	5,953,027
Accumulated other comprehensive (loss) earnings	(47,510)	50,161
Common stock in treasury	(2,564,932)	(2,322,444)
Total stockholders' equity	<u>4,930,555</u>	<u>4,526,562</u>
Total liabilities and stockholders' equity	<u>\$ 9,501,450</u>	<u>\$ 8,558,743</u>

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)	Treasury Stock	Total Stockholders' Equity
Balance at December 31, 2008	\$ 246,615	\$ 455,228	\$ 5,286,458	\$ 10,816	\$ (2,206,251)	\$ 3,792,866
Net earnings	-	-	356,438	-	-	356,438
Dividends paid	-	-	(189,874)	-	-	(189,874)
Common stock issued for options exercised	712	24,807	-	-	-	25,519
Tax benefit from the exercise of stock options	-	425	-	-	-	425
Stock-based compensation expense	-	17,176	-	-	-	17,176
Common stock issued, net of cancellations	15	617	-	-	-	632
Issuance of treasury stock	-	(962)	-	-	7,362	6,400
Other comprehensive earnings	-	-	-	74,026	-	74,026
Balance at December 31, 2009	<u>\$ 247,342</u>	<u>\$ 497,291</u>	<u>\$ 5,453,022</u>	<u>\$ 84,842</u>	<u>\$ (2,198,889)</u>	<u>\$ 4,083,608</u>
Net earnings	-	-	700,104	-	-	700,104
Dividends paid	-	-	(200,099)	-	-	(200,099)
Common stock issued for options exercised	1,983	69,465	-	-	-	71,448
Tax benefit from the exercise of stock options	-	6,466	-	-	-	6,466
Stock-based compensation expense	-	21,464	-	-	-	21,464
Common stock issued, net of cancellations	36	1,771	-	-	-	1,807
Common stock acquired	-	-	-	-	(123,555)	(123,555)
Other comprehensive loss	-	-	-	(34,681)	-	(34,681)
Balance at December 31, 2010	<u>\$ 249,361</u>	<u>\$ 596,457</u>	<u>\$ 5,953,027</u>	<u>\$ 50,161</u>	<u>\$ (2,322,444)</u>	<u>\$ 4,526,562</u>
Net earnings	-	-	895,243	-	-	895,243
Dividends paid	-	-	(219,154)	-	-	(219,154)
Common stock issued for options exercised	1,155	25,063	-	-	-	26,218
Tax benefit from the exercise of stock options	-	8,752	-	-	-	8,752
Stock-based compensation expense	-	25,391	-	-	-	25,391
Common stock issued, net of cancellations	76	4,780	-	-	-	4,856
Common stock acquired	-	-	-	-	(242,488)	(242,488)
Other comprehensive earnings	-	-	-	(97,671)	-	(97,671)
Other	-	2,846	-	-	-	2,846
Balance at December 31, 2011	<u>\$ 250,592</u>	<u>\$ 663,289</u>	<u>\$ 6,629,116</u>	<u>\$ (47,510)</u>	<u>\$ (2,564,932)</u>	<u>\$ 4,930,555</u>

See Notes to Consolidated Financial Statements.

DOVER CORPORATION
CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)

	Years Ended December 31,		
	2011	2010	2009
Operating Activities of Continuing Operations			
Net earnings	\$ 895,243	\$ 700,104	\$ 356,438
Adjustments to reconcile net earnings to cash from operating activities:			
(Gain) loss from discontinued operations, net	(48,878)	(9,353)	16,985
Depreciation and amortization	303,143	241,969	231,363
Stock-based compensation	25,991	21,207	17,158
Provision for losses on accounts receivable (net of recoveries)	6,442	(847)	12,894
Deferred income taxes	6,110	66,226	(12,305)
Employee benefit plan expense	39,954	32,914	37,221
Loss on extinguishment of long-term debt	-	4,343	-
Other non-current	48,248	19,649	16,577
Cash effect of changes in current assets and liabilities (excluding effects of acquisitions, dispositions and foreign exchange):			
Accounts receivable	(95,708)	(181,084)	119,224
Inventories	(46,115)	(132,785)	79,783
Prepaid expenses and other assets	(8,801)	5,719	21,628
Accounts payable	72,434	93,765	(20,378)
Accrued expenses	(10,658)	94,728	(89,582)
Accrued taxes	(65,609)	3,508	35,329
Contributions to employee benefit plans	(63,567)	(58,201)	(78,954)
Net cash provided by operating activities of continuing operations	1,058,229	901,862	743,381
Investing Activities of Continuing Operations			
Proceeds from sale of short-term investments	124,410	553,466	406,033
Purchase of short-term investments	-	(466,881)	(348,439)
Proceeds from the sale of property, plant and equipment	9,986	16,660	21,617
Additions to property, plant and equipment	(271,809)	(174,845)	(112,972)
Proceeds from sales of businesses	516,901	4,500	3,571
Settlement of net investment hedge	(18,211)	-	-
Acquisitions (net of cash and cash equivalents acquired)	(1,382,217)	(104,418)	(221,994)
Net cash used in investing activities of continuing operations	(1,020,940)	(171,518)	(252,184)
Financing Activities of Continuing Operations			
Change in notes payable, net	(15,002)	15,000	(192,749)
Reduction of long-term debt	(402,654)	(75,855)	(32,408)
Proceeds from long-term debt, net of discount and issuance costs	788,971	-	-
Purchase of common stock	(242,488)	(123,555)	-
Proceeds from exercise of stock options and SARs, including tax benefits	39,826	79,721	26,578
Dividends to stockholders	(219,154)	(200,099)	(189,874)
Net cash used in financing activities of continuing operations	(50,501)	(304,788)	(388,453)
Cash Flows from Discontinued Operations			
Net cash provided by operating activities of discontinued operations	19,749	44,315	49,734
Net cash used in investing activities of discontinued operations	(4,851)	(7,236)	(6,454)
Net cash provided by discontinued operations	14,898	37,079	43,280
Effect of exchange rate changes on cash and cash equivalents	15,990	10,008	20,523
Net increase in cash and cash equivalents	17,676	472,643	166,547
Cash and cash equivalents at beginning of period	1,189,079	716,436	549,889
Cash and cash equivalents at end of period	\$ 1,206,755	\$ 1,189,079	\$ 716,436
Supplemental information -- cash paid during the year for:			
Income taxes	\$ 281,084	\$ 103,357	\$ 111,247
Interest	\$ 121,810	\$ 115,935	\$ 116,773

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, multinational corporation that manufactures a broad range of specialized products and components and also offers related services and consumables. The Company also provides 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. In the fourth quarter of 2011, the Company reorganized its businesses into four new business segments that are aligned with the key end-markets they serve. As a result of this realignment, the Company reports its results in four segments, Communication Technologies, Energy, Engineered Systems, and Printing & Identification. For additional information on the Company's segments, see Note 15.

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, the Company is reporting certain businesses that were sold during 2011 as discontinued operations. The assets, liabilities, results of operations and cash flows of all discontinued operations have been separately reported as discontinued operations for all periods presented.

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 reported amounts of assets, liabilities, revenues and expenses, and related disclosure of contingent assets and liabilities. These estimates may be adjusted due to changes in future economic, industry or customer financial conditions, as well as changes in technology or demand. Significant estimates include allowances for doubtful accounts receivable, net realizable value of inventories, restructuring reserves, valuation of goodwill and intangible assets, pension and post retirement assumptions, useful lives associated with amortization and depreciation of intangibles and fixed assets, warranty reserves, income taxes and tax valuation reserves, environmental reserves, legal reserves, insurance reserves and the valuations of discontinued assets and liabilities. Actual results could differ from those estimates. 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.

Short-Term Investments - Short-term investments consist of investment grade time deposits that have original maturity dates at the time of purchase greater than three months, up to twelve months. The Company's short-term investments earned interest at the weighted average rate of 1.04% in both 2011 and 2010.

Allowance for Doubtful Accounts - The Company maintains allowances for doubtful accounts for estimated losses as a result of customer's 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 inventory is 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 historic cost of land, buildings, 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. Depreciation expense was \$175,997 in 2011, \$152,305 in 2010 and \$146,534 in 2009 and was calculated on a straight-line basis for all periods presented. The Company depreciates its assets 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.

Derivative Instruments - The Company periodically 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.

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.

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

Goodwill and Indefinite-Lived Intangible Assets - Goodwill represents the excess of acquisition costs 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, such as a significant sustained change in the business climate. The Company conducts its annual impairment evaluation in the fourth quarter of each year. As discussed in Note 3, in connection with the sale of its Paladin Brands business in the third quarter of 2011, the Company recognized an after-tax goodwill impairment charge of \$76,072, representing a write-down of the carrying value of goodwill to fair value, or the anticipated sales proceeds. This impairment loss is recorded within discontinued operations for the year ended December 31, 2011. No impairment was indicated for the years ended December 31, 2010 or 2009.

Recoverability of goodwill is measured at the reporting unit level and determined using a two-step process. Commensurate with the reorganization of its business units into four new segments in the fourth quarter 2011, the Company reassessed its reporting units and identified 17 reporting units for its annual goodwill impairment test. Step one of the test compares the fair value of each reporting unit using a discounted cash flow method to its book value. This method uses the Company's own market assumptions including 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. The projections are based on historical performance and future estimated results. These assumptions require significant judgment and actual results may differ from assumed and estimated amounts. Step two, which compares the book value of the goodwill to its implied fair value, was not necessary since there were no indicators of potential impairment from step one. See Note 6 for additional details on goodwill balances.

Similar to goodwill, in testing its other indefinite lived intangible assets for impairment, the Company uses a discounted cash flow method to calculate and compare 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 indicated for the years ended December 31, 2011, 2010 or 2009.

Other Intangible Assets - 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 - 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. There were no indicators of impairment noted during 2011.

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 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 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 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 10% 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 does not have significant multiple deliverable arrangements.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
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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 10 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 and non-U.S. earnings, export programs, 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 on temporary differences between assets and liabilities for financial and tax reporting purposes as measured by enacted tax rates expected to apply when temporary differences are settled or realized. Future tax benefits are recognized to the extent that realization of those benefits is considered to be more likely than not. A valuation allowance is established for deferred tax assets for which realization is not assured. 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.

Research and Development Costs – Research and development costs, including qualifying engineering costs, are expensed when incurred and amounted to \$196,970 in 2011, \$186,687 in 2010 and \$172,075 in 2009.

Advertising – Advertising costs are expensed when incurred and amounted to \$40,195 in 2011, \$34,903 in 2010 and \$29,026 in 2009.

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, 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 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.

Recently Adopted Accounting Pronouncements – In October 2009, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) 2009-13, which amended existing guidance for identifying separate deliverables in a revenue-generating transaction where multiple deliverables exist and requires that arrangement consideration be allocated at the inception of an arrangement to all deliverables using the relative selling price method. The Company adopted the multiple element guidance of ASU 2009-13 effective January 1, 2011 for new arrangements entered into or materially modified on or after that date on a prospective basis. The Company does not have significant multiple deliverable arrangements, so the adoption of this guidance did not have a material impact on the Company’s consolidated financial statements.

In October 2009, the FASB issued ASU 2009-14 which eliminates tangible products containing both software and non-software components that operate together to deliver a product’s functionality from the scope of then-current generally accepted accounting principles for software. The Company adopted ASU 2009-14 on a prospective basis, effective January 1, 2011. The adoption of this guidance did not have a material impact on the Company’s consolidated financial statements.

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In June 2011, the FASB issued ASU 2011-05 which provides new guidance on the presentation of comprehensive income. ASU 2011-05 eliminates the option to report other comprehensive income and its components in the statement of changes in stockholders' equity and instead requires an entity to present the total of comprehensive income, the components of net income and the components of other comprehensive income either in a single continuous statement or in two separate but consecutive statements. This guidance is effective for fiscal years, and interim periods within those years, beginning after December 15, 2011, with early adoption permitted. The adoption of this ASU only requires a change in the format of the current presentation. The Company adopted this guidance for its 2011 year-end reporting, presenting other comprehensive earnings in a separate statement following the statement of earnings.

In September 2011, the FASB issued ASU 2011-09 which requires enhanced disclosures around an employer's participation in multiemployer pension plans. The standard is intended to provide more information about an employer's financial obligations to a multiemployer pension plan to help financial statement users better understand the financial health of the significant plans in which the employer participates. This guidance became effective for the Company for its fiscal 2011 year-end reporting. Its adoption did not have a material impact on the Company's consolidated financial statements.

Recently Issued Accounting Pronouncements – In May 2011, the FASB issued ASU 2011-04 which was issued to provide a consistent definition of fair value and ensure that the fair value measurement and disclosure requirements are similar between U.S. GAAP and IFRS. ASU 2011-04 changes certain fair value measurement principles and enhances the disclosure requirements particularly for Level 3 fair value measurements. This guidance is effective for the Company beginning on January 1, 2012. Its adoption is not expected to significantly impact the Company's consolidated financial statements.

In September 2011, the FASB issued ASU 2011-08 which provides an entity the option to first assess qualitative factors to determine whether it is necessary to perform the current two-step test for goodwill impairment. If an entity believes, as a result of its qualitative assessment, that it is more-likely-than-not that the fair value of a reporting unit is less than its carrying amount, the quantitative impairment test is required. Otherwise, no further testing is required. The revised standard is effective for Dover for its annual and interim goodwill impairment tests performed for fiscal years beginning after December 15, 2011. The adoption of this ASU is not expected to significantly impact the Company's consolidated financial statements.

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2. Acquisitions

2011 Acquisitions

The following table details the acquisitions made during the year ended December 31, 2011.

<u>Date</u>	<u>Type</u>	<u>Company / Product Line Acquired</u>	<u>Location (Near)</u>	<u>Segment</u>
3-Jan	Stock	Harbison-Fischer, Inc.	Crowley, TX	Energy
Designer and manufacturer of down-hole rod pumps and related products used in artificial lift applications around the world.				
5-Jan	Asset/Stock	Dosmatic, Inc.	Carrollton, TX	Engineered Systems
Manufacturer of non-electric chemical metering equipment used in agricultural, horticulture and other industrial market segments.				
26-Jan	Stock	TAGC Limited LLC	Muscat, Oman	Energy
Oilfield services provider, servicing both conventional and coiled sucker rod wells in the Middle East.				
28-Jan	Asset	EnviroGear Product Line	Franklin Park, IL	Engineered Systems
Manufacturer of magnetically coupled internal gear pumps used in a wide range of industrial manufacturing.				
4-Jul	Stock	Sound Solutions	Vienna, Austria and Beijing, China	Communication Technologies
Manufacturer of dynamic speakers and receivers for cell phones and other consumer electronics.				
1-Sep	Stock	Oil Lift	Calgary, Canada	Energy
Manufacturer of surface drive systems for progressive cavity pumps serving the artificial lift segment of the oil and gas industry.				
1-Sep	Asset	Tierra Alta Canada	Edmonton, Canada	Energy
Manufacturer of progressive cavity pumps serving the artificial lift segment of the oil and gas industry.				
1-Nov	Stock	RedScrew Pump Manufacturing	Tianjin, China	Engineered Systems
Manufacturer of Twin and Triple screw pumps, as well as multiphase and specialty pumps, serving oil and gas, petrochemical and marine markets.				
7-Nov	Stock	Advansor A/S	Arhus, Denmark	Engineered Systems
Designer and manufacturer of HFC-free, CO ₂ transcritical refrigeration and heat pump systems for supermarkets and light industrial applications.				

Sound Solutions Acquisition

On July 4, 2011, Dover, through its subsidiary, Knowles Electronics, LLC, completed the acquisition of the Sound Solutions business line from NXP Semiconductors N.V. (“NXP”). The contractual acquisition purchase price of \$855,000 was funded by cash on hand and is subject to working capital and other contractual adjustments. As a result of this acquisition, the Company recorded approximately \$280,000 of customer-related intangible assets (weighted average life of 11 years), \$8,200 of trademarks (weighted average life of 15 years), and \$7,689 of other intangibles (weighted average life of 10 years). This acquisition resulted in the recognition of goodwill totaling \$443,088, of which approximately \$302,000 is expected to be deductible under local taxing jurisdictions. Sound Solutions, which manufactures dynamic speakers and receivers for handset and other consumer electronic markets, has been incorporated into the Knowles business within the Communication Technologies segment. Knowles is a leading global microelectronic mechanical (“MEMS”) microphone supplier, and the acquisition enables Knowles to become a leading supplier of audio components to the handset market. As such, the goodwill recorded through the acquisition reflects the value attributed to significant cost and global revenue growth synergies that the combined business expects to achieve. As of December 31, 2011, the Company has received approximately \$22,000 from NXP as settlement for working capital and other contractual adjustments and has a remaining receivable from NXP for approximately \$40,000, reflecting estimated purchase price adjustments for post-acquisition contingencies, subject to final agreement. The receivable is recorded within prepaid and other current assets in the Consolidated Balance Sheet and is expected to be settled in the first quarter of 2012.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
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Other Acquisitions

During 2011, the Company acquired eight other businesses in separate transactions for an aggregate purchase price of \$557,931, net of cash acquired. As a result of these acquisitions, the Company recorded \$226,403 of customer-related intangible assets (weighted average lives of 12 years), \$10,431 of trademarks (weighted average lives of 11 years), \$11,726 of patents (weighted average lives of 10 years), and \$11,837 of other intangibles (weighted average lives of 7 years). These acquisitions resulted in the recognition of goodwill totaling \$291,176, of which \$4,780 is expected to be deductible for tax purposes. Each of these businesses manufactures products and/or provides services in the energy and fluid solutions markets, each growth areas for the Company. These businesses were acquired to complement and expand upon existing operations serving these markets, and the goodwill identified by these acquisitions reflects the benefits expected to be derived from product line expansion and operational synergies.

All of the 2011 acquisitions are wholly-owned, with the exception of TAGC Limited LLC in which the Company acquired a 60% controlling interest. The non-controlling interest in TAGC Limited LLC is not material.

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

	Sound Solutions	Other Acquisitions	Total
Current assets, net of cash acquired	\$ 88,339	\$ 119,834	\$ 208,173
Property, plant and equipment	86,335	52,334	138,669
Goodwill	443,088	291,176	734,264
Intangible assets	295,889	260,397	556,286
Other non-current assets	12,504	4,298	16,802
Total liabilities	(141,625)	(170,108)	(311,733)
Net assets acquired	<u>\$ 784,530</u>	<u>\$ 557,931</u>	<u>\$ 1,342,461</u>

The amounts assigned to goodwill and major intangible asset classifications by applicable segment for the 2011 acquisitions are as follows:

	Communication Technologies	Energy	Engineered Systems	Total
Goodwill - Tax deductible	\$ 302,000	\$ 924	\$ 3,856	\$ 306,780
Goodwill - Non deductible	141,088	256,204	30,192	427,484
Trademarks	8,200	8,234	2,197	18,631
Customer intangibles	280,000	207,964	18,439	506,403
Patents	7,500	9,820	1,906	19,226
Other intangibles	189	5,414	6,423	12,026
	<u>\$ 738,977</u>	<u>\$ 488,560</u>	<u>\$ 63,013</u>	<u>\$ 1,290,550</u>

The Company has allocated purchase price at the dates of acquisition based upon its understanding, obtained during due diligence and through other sources, of the fair value of the acquired assets and assumed liabilities. If additional information is obtained about these assets and liabilities within the measurement period (not to exceed one year from the date of acquisition), including through asset appraisals and learning more about the newly acquired business, the Company may refine its estimates of fair value to allocate the purchase price more accurately; however, any such revisions are not expected to be significant.

The Consolidated Statement of Earnings includes the results of these businesses from the dates of acquisition. The aggregate revenue of the 2011 acquisitions included in the Company's 2011 consolidated revenue totaled approximately \$393 million.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
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2010 Acquisitions

During 2010, the Company acquired 100% of six businesses for an aggregate cost of \$104,418, net of cash acquired. A summary of the acquisitions made during 2010 is as follows:

<u>Date</u>	<u>Type</u>	<u>Company / Product Line Acquired</u>	<u>Location (Near)</u>	<u>Segment</u>
4-May	Stock	BSC Filters	York, UK	Communication Technologies
Designer and manufacturer of microwave filters, diplexers, waveguide and coaxial passive components.				
1-Jun	Asset	Chemilizer	Largo, FL	Engineered Systems
Manufacturer of non-electric, volumetric dosing equipment used in commercial animal raising, agriculture, horticulture and irrigation markets.				
17-Aug	Asset	Intek Manufacturing	Fort Wayne, IN	Engineered Systems
Manufacturer of electric and gas steam equipment (steamers, kettles, braising pans).				
30-Sep	Asset	Diagnostic Product Line - Dynalco Controls	Ft. Lauderdale, FL	Energy
Manufacturer and servicer of portable analyzers targeting the gas gathering and gas transmission markets.				
30-Sep	Stock	Gear Products	Tulsa, OK	Energy
Manufacturer of worm gear and planetary hoists, rotation drives, rotation bearings and hydraulic pump drives.				
24-Nov	Asset	KMC/Bearings Inc.	Houston, TX / Rhode Island	Energy
Designer and manufacturer of fluid film bearings serving process plant, refinery, deep hole drilling, plant air and refrigeration industries.				

Pro Forma Information

In accordance with ASU 2010-29, "Disclosure of Supplementary Pro Forma Information for Business Combinations," the following unaudited pro forma information illustrates the effect on the Company's revenue and net earnings for the year ended December 31, 2011 and 2010, assuming that the 2011 acquisitions had taken place at the beginning of 2010 and that the 2010 acquisitions had taken place at the beginning of the preceding period. As a result, the supplemental pro forma net earnings reflect adjustments to the net earnings as reported in the Consolidated Statement of Earnings for year ended December 31, 2011 to exclude \$10,368 of acquisition-related costs (after-tax) and \$6,357 of nonrecurring expense related to the fair value adjustments to acquisition-date inventory (after-tax). The supplemental pro forma earnings for the comparable 2010 period were adjusted to include these charges. The 2011 and 2010 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 2011 and 2010 acquisitions.

	<u>Years Ended December 31,</u>	
	<u>2011</u>	<u>2010</u>
Revenue from continuing operations:		
As reported	\$ 7,950,140	\$ 6,640,191
Pro forma	8,142,808	7,233,927
Net earnings from continuing operations:		
As reported	\$ 846,365	\$ 690,751
Pro forma	857,446	726,980
Basic earnings per share from continuing operations:		
As reported	\$ 4.55	\$ 3.70
Pro forma	4.61	3.89
Diluted earnings per share from continuing operations:		
As reported	\$ 4.48	\$ 3.65
Pro forma	4.54	3.84

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.

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3. Disposed and Discontinued Operations

2011 – Management evaluates Dover’s businesses periodically for their strategic fit within Dover’s operations. Accordingly, in the third quarter of 2011, the Company obtained approval from its Board of Directors to sell Paladin Brands and Crenlo LLC, two businesses within its Engineered Systems segment that served construction-related end markets. The sale was completed in September and the Company received cash proceeds of \$300,211 and recognized an after-tax loss of \$65,927. The loss includes an after-tax impairment charge of \$76,072 representing a write-down of the carrying value of goodwill to fair value, as indicated by the anticipated amount of sales proceeds. This transaction generated a capital loss for tax purposes, and the Company established a valuation allowance of \$10,675 for the U.S. federal portion of the capital loss carryforward that, at that point in time, was not more likely than not to be realized.

In the fourth quarter, the Company obtained approval from its Board of Directors to sell Heil Trailer International, a manufacturer of specialty transportation trailers and equipment within its Engineered Systems segment. The sale was completed at the end of December and the Company received cash proceeds of \$211,911, subject to final working capital adjustments, and recognized an after-tax gain of \$63,343, which included realization of the \$10,675 U.S. federal capital loss carryforward generated by the third quarter sale of Paladin and Crenlo.

The net earnings from discontinued operations of \$53,621 reflects net earnings from operations generated by the three businesses sold in 2011, coupled with expense and accrual adjustments relating to other discontinued operations and tax benefits of \$17,960 relating primarily to discrete tax items settled or resolved during the year.

2010 – During the first quarter of 2010, the Company sold Triton, an operating company that had been reclassified from the Engineered Systems segment to discontinued operations in 2008, for net consideration of \$7,498, resulting in a net after-tax current year loss on sale of approximately \$13,100. During the second and third quarters of 2010, the loss was increased by approximately \$900, net of tax, upon settlement of a \$1,500 working capital adjustment related to the sale. The net earnings from discontinued operations of \$23,556 reflects net earnings from operations of the three businesses sold in 2011 and tax benefits of \$11,597 driven primarily by discrete tax items settled or resolved during the year, offset by expense adjustments related to other discontinued operations.

2009 – During the first and fourth quarters of 2009, the Company recorded in aggregate, a \$10,338 (after-tax) additional write-down to the carrying value of Triton. The write-down and other adjustments related to previously discontinued entities resulted in a net after-tax loss on sale of \$11,170 for the year. The net loss from discontinued operations of \$16,985 also includes the net loss from operations generated by businesses sold in 2010 and 2011.

Summarized results of the Company’s discontinued operations are detailed in the following table:

	Years Ended December 31,		
	2011	2010	2009
Revenue	\$ 551,761	\$ 508,767	\$ 490,813
Loss on sale (including impairments), net of taxes	\$ (4,743)	\$ (14,203)	\$ (11,170)
Earnings (loss) from operations before taxes	47,773	21,962	(4,853)
Benefit (provision) for income taxes	5,848	1,594	(962)
Earnings (loss) from discontinued operations, net of tax	<u>\$ 48,878</u>	<u>\$ 9,353</u>	<u>\$ (16,985)</u>

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Additional detail related to the assets and liabilities of the Company's discontinued operations is as follows:

	December 31, 2011	December 31, 2010
Assets of Discontinued Operations		
Current assets	\$ 2,832	\$ 191,408
Non-current assets	1,609	435,685
	<u>\$ 4,441</u>	<u>\$ 627,093</u>
Liabilities of Discontinued Operations		
Current liabilities	\$ 31,592	\$ 91,933
Non-current liabilities	88,325	137,594
	<u>\$ 119,917</u>	<u>\$ 229,527</u>

The Company currently has no businesses held for sale in discontinued operations. At December 31, 2011, the assets and liabilities of discontinued operations primarily represent residual amounts for deferred tax assets, short and long-term reserves, and contingencies related to businesses previously sold.

4. Inventories

The following table displays the components of inventory:

	December 31, 2011	December 31, 2010
Raw materials	\$ 372,627	\$ 316,052
Work in progress	177,016	139,579
Finished goods	309,048	248,073
Subtotal	858,691	703,704
Less LIFO reserve	55,345	45,742
Total	<u>\$ 803,346</u>	<u>\$ 657,962</u>

At December 31, 2011 and 2010, approximately 28% and 24%, respectively, of the Company's total inventories were accounted for using the LIFO method.

5. Property, Plant & Equipment

The following table details the components of property, plant & equipment, net:

	December 31, 2011	December 31, 2010
Land	\$ 54,113	\$ 45,793
Buildings and improvements	586,538	516,331
Machinery, equipment and other	2,033,926	1,801,714
	2,674,577	2,363,838
Accumulated depreciation	(1,673,707)	(1,578,214)
Total	<u>\$ 1,000,870</u>	<u>\$ 785,624</u>

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6. Goodwill and Other Intangible Assets

The changes in the carrying value of goodwill by segment for the years ended December 31, 2011 and 2010 are as follows:

	Communication Technologies	Energy	Engineered Systems	Printing & Identification	Total
Goodwill	\$ 802,265	\$ 335,612	\$ 987,378	\$ 1,035,412	\$ 3,160,667
Accumulated impairment loss	-	-	(70,912)	-	(70,912)
Balance at January 1, 2010	802,265	335,612	916,466	1,035,412	3,089,755
Acquisitions	4,435	30,234	5,417	-	40,086
Foreign currency translation	283	2,609	(5,812)	(6,788)	(9,708)
Purchase price adjustment	-	(996)	(11,659)	-	(12,655)
Balance at December 31, 2010	806,983	367,459	904,412	1,028,624	3,107,478
Acquisitions	443,088	257,128	34,048	-	734,264
Foreign currency translation	(45,489)	(2,252)	(3,040)	(3,844)	(54,625)
Balance at December 31, 2011	<u>\$ 1,204,582</u>	<u>\$ 622,335</u>	<u>\$ 935,420</u>	<u>\$ 1,024,780</u>	<u>\$ 3,787,117</u>

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

	December 31, 2011		December 31, 2010	
	Gross Carrying Amount	Accumulated Amortization	Gross Carrying Amount	Accumulated Amortization
Amortized Intangible Assets:				
Trademarks	\$ 66,428	\$ 20,518	\$ 41,712	\$ 16,664
Patents	145,864	99,990	127,081	92,146
Customer Intangibles	1,171,608	380,196	685,939	290,001
Unpatented Technologies	142,405	98,193	138,780	86,461
Drawings & Manuals	8,165	5,153	6,230	4,326
Distributor Relationships	73,162	28,500	73,183	24,724
Other	28,677	20,251	27,878	18,120
Total	<u>1,636,309</u>	<u>652,801</u>	<u>1,100,803</u>	<u>532,442</u>
Unamortized Intangible Assets:				
Trademarks	223,576		230,920	
Total Intangible Assets	<u>\$ 1,859,885</u>	<u>\$ 652,801</u>	<u>\$ 1,331,723</u>	<u>\$ 532,442</u>

Total amortization expense for the years ended December 31, 2011, 2010 and 2009 was \$127,146, \$89,664 and \$84,829, respectively. Amortization expense for the next five years, based on current intangible balances is estimated to be the following:

2012	\$ 120,359
2013	119,284
2014	111,192
2015	110,650
2016	105,778

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7. Accrued Expenses and Other Liabilities

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

	<u>December 31, 2011</u>	<u>December 31, 2010</u>
Warranty	\$ 38,378	\$ 38,885
Unearned/deferred revenue	37,590	52,400
Taxes other than income	27,318	26,443
Accrued interest	30,747	27,679
Accrued volume discounts	17,243	13,774
Accrued commissions (non-employee)	11,069	9,629
Restructuring and exit	5,016	5,282
Legal and environmental	1,920	2,973
Other (none of which are individually significant)	65,101	50,939
	<u>\$ 234,382</u>	<u>\$ 228,004</u>

The following table details the major components of other liabilities (non-current):

	<u>December 31, 2011</u>	<u>December 31, 2010</u>
Deferred compensation	\$ 358,647	\$ 255,347
Tax reserves	182,891	196,446
Unearned/deferred revenue	44,259	47,768
Legal and environmental	18,910	19,234
Warranty	4,146	1,147
Restructuring and exit	576	2,337
Other, including net investment hedge	41,175	39,730
	<u>\$ 650,604</u>	<u>\$ 562,009</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, 2011 and 2010 are as follows:

	<u>2011</u>	<u>2010</u>
Beginning Balance, January 1	\$ 40,032	\$ 41,232
Provision for warranties	35,313	37,354
Settlements made	(35,706)	(37,692)
Other adjustments, including acquisitions and currency translation	2,885	(862)
Ending Balance, December 31	<u>\$ 42,524</u>	<u>\$ 40,032</u>

During the year ended December 31, 2011, one of the Company's businesses changed its classification of amounts relating to the remaining performance period under extended warranty programs from warranty accruals to deferred revenue. For the year ended December 31, 2010, a total of \$13,784 that had previously been reported within warranty liabilities was reclassified to current and noncurrent deferred revenue to conform to the current year presentation.

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Restructuring

From time to time, the Company will initiate various restructuring programs and incur severance and other restructuring costs. Prior to January 1, 2009, the Company established reserves related to severance and facility closings in connection with certain acquisitions, which were established through the purchase accounting for these acquisitions, as allowed under accounting guidance in effect at the time. These reserves were substantially settled in 2010.

In late 2008, the Company announced plans to substantially increase its restructuring efforts in response to the significant decline in global economic activity at the time. As a result, in 2009 the Company recorded restructuring charges totaling \$67,322 for workforce reductions and facility rationalizations. The majority of these activities were carried out in 2009. Restructuring initiatives in 2010 and 2011 were minor, and the Company does not anticipate significant restructuring charges in 2012.

The following table details the Company's severance and exit reserve activity for the years ended December 31, 2011, 2010 and 2009:

	<u>Severance</u>	<u>Exit</u>	<u>Total</u>
At December 31, 2008 (A)	\$ 7,203	\$ 21,485	\$ 28,688
Provision	51,558	15,764	67,322
Payments	(50,617)	(12,543)	(63,160)
Purchase accounting	-	(16,074)	(16,074)
Other	8	(1,378)	(1,370)
At December 31, 2009 (B)	8,152	7,254	15,406
Provision	2,948	3,212	6,160
Payments	(9,732)	(4,484)	(14,216)
Other	(225)	494	269
At December 31, 2010	1,143	6,476	7,619
Provision	2,382	3,313	5,695
Payments	(992)	(5,991)	(6,983)
Other	(70)	(669)	(739)
At December 31, 2011	<u>\$ 2,463</u>	<u>\$ 3,129</u>	<u>\$ 5,592</u>

(A) Includes \$27,864 for acquisition-related restructuring accruals established in purchase accounting.

(B) Includes \$895 for acquisition-related restructuring accruals established in purchase accounting. This balance was settled in 2010.

A summary of restructuring charges by segment and income statement classification is as follows:

	<u>Years Ended December 31,</u>		
	<u>2011</u>	<u>2010</u>	<u>2009</u>
Communication Technologies	\$ 1,684	\$ 344	\$ 9,431
Energy	2,668	1,048	7,313
Engineered Systems	1,193	4,085	21,068
Printing & Identification	150	683	29,510
Total	<u>\$ 5,695</u>	<u>\$ 6,160</u>	<u>\$ 67,322</u>

Classified in the Statements of Operations as follows:

Cost of goods and services	\$ 2,706	\$ 2,078	\$ 18,344
Selling and administrative expenses	2,989	4,082	48,978
Total	<u>\$ 5,695</u>	<u>\$ 6,160</u>	<u>\$ 67,322</u>

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(Amounts in thousands except share data and where otherwise indicated)

8. Borrowings and Lines of Credit

Borrowings at December 31, 2011 and 2010 consist of the following:

	<u>December 31, 2011</u>	<u>December 31, 2010</u>
6.50% 10-year notes due February 15, 2011	\$ -	\$ 399,986
4.875% 10-year notes due October 15, 2015	299,244	299,047
5.45% 10-year notes due March 15, 2018	347,938	347,608
4.30% 10-year notes due March 1, 2021	449,761	-
6.60% 30-year notes due March 15, 2038	247,683	247,595
5.375% 30-year notes due March 1, 2041	345,352	-
6.65% 30-year debentures due June 1, 2028	199,414	199,379
5.375% 30-year debentures due October 15, 2035	296,208	296,048
Other, including commercial paper	1,652	17,813
Total long-term debt	2,187,252	1,807,476
Less current portion	(1,022)	(16,590)
	<u>\$ 2,186,230</u>	<u>\$ 1,790,886</u>

On November 10, 2011, the Company entered into a \$1 billion 5-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 2012. At the Company's election, loans under the Credit Agreement will bear interest at a Eurodollar or Sterling rate based on LIBOR, plus an applicable margin ranging from 0.565% to 1.225% (subject to adjustment based on the rating according to 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 primarily uses this facility as liquidity back-up for its commercial paper program and has not drawn down any loans under the \$1 billion 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.

On February 22, 2011, the Company issued \$450 million of 4.30% Notes due 2021 and \$350 million of 5.375% Notes due 2041. The proceeds of \$788,971 from the sale of the notes, net of discounts and issuance costs, were used to repay commercial paper, including commercial paper issued to repay the Company's \$400 million of 6.50% notes, which matured February 15, 2011, and for other general corporate purposes, including the acquisition of Harbison-Fischer.

During the third quarter of 2010, the lender of a structured five-year, non-interest bearing amortizing loan originally due July 2011 called the loan, as permitted per the terms of the agreement. As a result, the Company repaid the outstanding \$51,214 balance and recognized a net loss on extinguishment of \$4,343, recorded in other income.

At December 31, 2010, notes payable and current maturities of long-term debt within the Consolidated Balance Sheet included commercial paper of \$15,000. There was no commercial paper outstanding at December 31, 2011. The weighted average interest rate for short-term commercial paper borrowings was 0.2% for both 2011 and 2010.

The long-term note borrowings presented above are net of unamortized discounts of \$10,023 and \$5,764 in 2011 and 2010, respectively. The debentures presented above include unamortized discounts of \$4,379 and \$4,572 in 2011 and 2010, 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.

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

2012	\$ 1,022
2013	511
2014	12
2015	299,248
2016 and thereafter	1,886,459

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

Interest expense and interest income for the years ended December 31, 2011, 2010 and 2009 was as follows:

	Years ended December 31,		
	2011	2010	2009
Interest expense	\$ 124,878	\$ 115,388	\$ 116,159
Interest income	9,282	8,966	15,687
Interest expense, net	<u>\$ 115,596</u>	<u>\$ 106,422</u>	<u>\$ 100,472</u>

As of December 31, 2011, the Company had approximately \$59,891 outstanding in letters of credit with financial institutions, which expire at various dates in 2012 through 2016. These letters of credit are primarily maintained as security for insurance, warranty and other performance obligations.

9. 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, 2011 and 2010, the Company had contracts with U.S. dollar equivalent notional amounts of \$83,541 and \$63,935, respectively, to exchange foreign currencies, principally the U.S. dollar, British pound, Singapore dollar, Chinese yuan and Malaysian ringgit. The Company believes it is probable that all forecasted cash flow transactions will occur.

The Company has an outstanding floating-to-floating cross currency swap agreement for a total notional amount of \$50,000 in exchange for CHF 65,100. In February 2011, the Company amended and restated the terms of the arrangement to extend its maturity date to October 15, 2015. This transaction continues to hedge a portion of the Company's net investment in CHF-denominated operations. The agreement qualifies as a net investment hedge and the effective portion of the change in fair value is reported within the cumulative translation adjustment section of other comprehensive earnings. The fair values at December 31, 2011 and 2010 reflected losses of \$21,656 and \$19,774, respectively, due to the strengthening of the Swiss franc relative to the U.S. dollar over the term of the arrangement.

In January 2011, the Company entered into foreign currency forward contracts to purchase \$350,000 for €258,719, which were designated as hedging an equivalent amount of the Company's euro denominated net investment. The agreements qualified as net investment hedges with the changes in fair value being reported within the cumulative translation adjustment section of other comprehensive earnings (loss). These arrangements were settled on April 4, 2011, resulting in a loss of \$18,211 being reflected within the cumulative translation adjustment.

The following table sets forth the fair values of derivative instruments held by the Company as of December 31, 2011, and 2010 and the balance sheet lines in which they are recorded:

	Fair Value - Asset (Liability)		Balance Sheet Caption
	December 31, 2011	December 31, 2010	
Foreign currency forward / collar contracts	\$ 394	\$ 503	Prepaid / Other assets
Foreign currency forward / collar contracts	(1,284)	-	Other accrued expenses
Net investment hedge - cross currency swap	(21,656)	(19,774)	Other liabilities

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 there are no credit risk related contingent features in the Company's derivative instruments.

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.

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Fair Value Measurements

ASC 820, *Fair Value Measurements and Disclosures* (ASC 820), establishes a fair value hierarchy that requires the Company to maximize the use of observable inputs and minimize the use of unobservable inputs when 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:

- 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.

The following table presents the Company's assets and liabilities measured at fair value on a recurring basis as of December 31, 2011 and 2010:

	December 31, 2011			December 31, 2010		
	Level 1	Level 2	Level 3	Level 1	Level 2	Level 3
Assets:						
Short-term investments	\$ -	\$ -	\$ -	\$ 121,734	\$ -	\$ -
Foreign currency cash flow hedges	-	394	-	-	503	-
Liabilities:						
Net investment hedge derivative	-	21,656	-	-	19,774	-
Foreign currency cash flow hedges	-	1,284	-	-	-	-

Short-term investments consist of investment grade time deposits with original maturities between three months and one year and are included in current assets in the Consolidated Balance Sheet. Short-term investments are measured at fair value using quoted market prices. 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 valuation 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, 2011 and 2010 was \$2,679,793 and \$1,976,363, respectively, compared to the carrying value of \$2,187,252 and \$1,807,476. The carrying value includes the portion that is due and payable in less than one year of \$1,022 and \$16,590 at December 31, 2011 and 2010, respectively. The estimated fair value of the long-term debt is based on quoted market prices for similar instruments.

The carrying values of cash and cash equivalents, trade receivables, accounts payable, notes payable, and accrued expenses are reasonable estimates of their fair values as of December 31, 2011 and 2010 due to the short-term nature of these instruments.

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10. Equity and Cash Incentive Program

2005 Equity and Cash Incentive Plan

Under the Company's shareholder-approved 2005 Equity and Cash Incentive Plan (the "2005 Plan"), a maximum aggregate of 20 million shares were reserved for grants (non-qualified and incentive stock options, stock settled stock appreciation rights ("SARs"), restricted stock, and performance share awards) to key personnel between February 1, 2005 and January 31, 2015, provided that no incentive stock options shall be granted under the plan after February 11, 2014 and a maximum of two million shares may be granted as restricted stock or performance share awards. The exercise price of options and SARs may not be less than the fair market value of the stock at the time the awards are granted. The period during which these options and SARs are exercisable is fixed by the Company's Compensation Committee at the time of grant. Generally, the stock options or SARs issued under the 2005 Plan vest after three years of service and expire at the end of ten years. All stock options and SARs are granted at regularly scheduled quarterly Compensation Committee meetings (usually only at the meeting during the first quarter) and have an exercise price 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 following table summarizes the Company's compensation expense relating to all stock-based incentive plans:

	Years ended December 31,		
	2011	2010	2009
Pre-tax compensation expense	\$ 25,991	\$ 21,207	\$ 17,158
Tax benefit	(9,097)	(7,422)	(6,005)
Total stock-based compensation expense, net of tax	<u>\$ 16,894</u>	<u>\$ 13,785</u>	<u>\$ 11,153</u>

SARs and Stock Options

In 2011, 2010 and 2009, the Company issued SARs covering 1,524,329 shares, 2,304,574 shares, and 2,825,701 shares, respectively, under the 2005 Plan. Since 2006, the Company has only issued SARs under the 2005 Plan 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:

	2011 Grant	2010 Grant	2009 Grant
Risk-free interest rate	2.68%	2.77%	2.06%
Dividend yield	1.70%	2.33%	3.23%
Expected life (years)	5.8	6.0	6.5
Volatility	33.56%	31.93%	30.47%
SAR grant price	\$ 66.59	\$ 42.88	\$ 29.45
Fair value of SAR award	\$ 20.13	\$ 11.66	\$ 6.58

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
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A summary of activity relating to SARs and stock options granted under the 2005 Plan and the predecessor plan for the year ended December 31, 2011 is as follows:

	SARs				Stock Options			
	Number of Shares	Weighted Average Exercise Price	Aggregate Intrinsic Value	Weighted Average Remaining Contractual Term (Years)	Number of Shares	Weighted Average Exercise Price	Aggregate Intrinsic Value	Weighted Average Remaining Contractual Term (Years)
Outstanding at 1/1/2011	9,432,013	\$ 40.63			2,899,135	\$ 36.79		
Granted	1,524,329	66.59			-	-		
Forfeited / expired	(308,882)	42.03			(77,699)	38.75		
Exercised	(1,253,826)	45.54	\$ 24,322		(878,342)	36.24	\$ 24,726	
Outstanding at 12/31/2011	<u>9,393,634</u>	44.14	143,317	6.38	<u>1,943,094</u>	36.96	40,989	2.11
Total exercisable at December 31, 2011	<u>3,302,555</u>	\$ 45.92	\$ 40,051	4.35	<u>1,943,094</u>	\$ 36.96	\$ 40,989	2.11

The following table summarizes information about SAR and option awards outstanding that are vested and exercisable at December 31, 2011:

Range of Exercise Prices	SARs Outstanding			SARs Exercisable		
	Number	Weighted Average Exercise Price	Weighted Average Remaining Life in Years	Number	Weighted Average Exercise Price	Weighted Average Remaining Life in Years
\$ 29.45 - \$35.50	2,490,684	\$ 29.52	6.28	-	\$ -	-
\$ 42.30 - \$46.00	4,378,418	43.33	6.09	2,255,049	43.75	4.47
\$ 50.60 - \$66.59	2,524,532	59.96	6.96	1,047,506	50.60	4.11

Range of Exercise Prices	Options Outstanding			Options Exercisable		
	Number	Weighted Average Exercise Price	Weighted Average Remaining Life in Years	Number	Weighted Average Exercise Price	Weighted Average Remaining Life in Years
\$ 24.50 - \$31.00	294,397	\$ 24.53	1.12	294,397	\$ 24.53	1.12
\$ 33.00 - \$39.00	1,052,031	38.00	2.41	1,052,031	38.00	2.41
\$ 39.40 - \$43.00	596,666	41.24	2.06	596,666	41.24	2.06

Unrecognized compensation expense related to SARs not yet exercisable was \$27,570 at December 31, 2011. This cost is expected to be recognized over a weighted average period of 1.7 years. The fair value of SARs which became exercisable during the year was \$21,202. Cash received by the Company for stock options exercised during 2011 totaled \$26,519.

Performance Share Awards

In May 2009, the shareholders of the Company approved an amendment to the 2005 Plan allowing the granting of performance share awards that will become payable in new common shares upon achievement of pre-established performance targets. The changes to the 2005 Plan are detailed in the Company's Proxy Statement dated March 24, 2009 under the heading "Proposal 2 — Proposal to Approve Amendments to the 2005 Equity and Cash Incentive Plans." Performance share awards granted under the 2005 Plan are being expensed over the three year period that is the 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.

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In 2011, 2010 and 2009, the Company issued performance shares covering 44,751 shares, 68,446 shares, and 75,892 shares, respectively. The performance share awards are market condition awards and have been fair valued on the date of grant using the Monte Carlo simulation model (a binomial lattice-based valuation model) with the following assumptions:

	<u>2011 Grant</u>	<u>2010 Grant</u>	<u>2009 Grant</u>
Risk-free interest rate	1.34%	1.37%	1.30%
Dividend yield	1.61%	2.38%	2.93%
Expected life (years)	2.9	2.9	2.7
Volatility	40.48%	39.98%	39.57%
Fair value of performance award	\$ 91.41	\$ 57.49	\$ 35.79

A summary of activity for performance share awards for the year ended December 31, 2011 is as follows:

	<u>Number of Shares</u>	<u>Weighted-Average Grant-Date Fair Value</u>
Unvested at December 31, 2010	143,452	\$ 46.14
Granted	44,751	91.41
Vested *	(72,151)	35.79
Forfeited	(2,855)	35.79
Unvested at December 31, 2011	<u>113,197</u>	\$ 57.23

* 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. Awards vesting at the end of 2011, as shown above, are expected to be paid out at approximately 105% of their original target.

Unrecognized compensation expense related to unvested performance shares as of December 31, 2011 was \$3,667, which will be recognized over a weighted average period of 1.6 years.

The Company also has restricted stock authorized for grant (as part of the 2005 Plan), under which 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 55,200 and 15,500 restricted shares in 2011 and 2010, respectively. No restricted shares were granted in 2009.

The Company has a stock compensation plan under which non-employee directors are granted shares of the Company's common stock each year as more than half of their compensation for serving as directors. The Company issued the following shares to its directors during each respective year as partial compensation for serving as directors of the Company:

	<u>Years ended December 31,</u>		
	<u>2011</u>	<u>2010</u>	<u>2009</u>
Aggregate shares granted	20,929	20,853	21,549
Shares withheld to satisfy tax obligations	(562)	(574)	(6,823)
Net shares granted	<u>20,367</u>	<u>20,279</u>	<u>14,726</u>

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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,		
	2011	2010	2009
Domestic	\$ 582,510	\$ 443,655	\$ 259,121
Foreign	512,654	455,549	235,288
	<u>\$ 1,095,164</u>	<u>\$ 899,204</u>	<u>\$ 494,409</u>

Income tax expense (benefit) for the years ended December 31, 2011, 2010 and 2009 is comprised of the following:

	Years Ended December 31,		
	2011	2010	2009
Current:			
U.S. Federal	\$ 159,888	\$ 29,622	\$ 77,295
State and local	(12,016)	6,363	3,718
Foreign	107,220	105,234	67,204
Total current - continuing	<u>255,092</u>	<u>141,219</u>	<u>148,217</u>
Deferred:			
U.S. Federal	\$ 4,048	\$ 92,661	\$ (16,395)
State and local	(2,533)	97	219
Foreign	(7,808)	(25,524)	(11,055)
Total deferred - continuing	<u>(6,293)</u>	<u>67,234</u>	<u>(27,231)</u>
Total expense - continuing	<u>\$ 248,799</u>	<u>\$ 208,453</u>	<u>\$ 120,986</u>

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
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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,		
	2011	2010	2009
U.S. Federal income tax rate	35.0%	35.0%	35.0%
State and local taxes, net of Federal income tax benefit	1.6	1.2	1.3
Foreign operations tax effect	(7.9)	(8.3)	(5.3)
Subtotal	(6.3)	(7.1)	(4.0)
R&E tax credits	(0.3)	(0.4)	(0.4)
Domestic manufacturing deduction	(1.5)	(0.8)	(0.9)
Foreign tax credits	0.3	(0.5)	1.1
Branch losses	-	(0.5)	(1.1)
Release of valuation allowance	(0.9)	-	-
Resolution of tax contingencies	(4.9)	(4.2)	(6.8)
Other, principally non-tax deductible items	1.3	1.7	1.6
Effective rate from continuing operations	<u>22.7%</u>	<u>23.2%</u>	<u>24.5%</u>

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

	December 31, 2011	December 31, 2010
Deferred Tax Assets:		
Accrued compensation, principally postretirement and other employee benefits	\$ 166,848	\$ 115,839
Accrued expenses, principally for state income taxes, interest and warranty	55,006	63,317
Net operating loss and other carryforwards	26,277	68,558
Inventories, principally due to reserves for financial reporting purposes and capitalization for tax purposes	19,044	23,261
Accounts receivable, principally due to allowance for doubtful accounts	5,223	6,768
Accrued insurance	3,947	10,433
Prepaid pension assets	3,415	1,619
Long-term liabilities, principally warranty, environmental, and exit costs	796	759
Other assets	13,378	9,993
Total gross deferred tax assets	<u>293,934</u>	<u>300,547</u>
Valuation allowance	(22,724)	(38,136)
Total deferred tax assets	<u>\$ 271,210</u>	<u>\$ 262,411</u>

Deferred Tax Liabilities:

Intangible assets, principally due to different tax and financial reporting bases and amortization lives	\$ (577,275)	\$ (431,317)
Plant and equipment, principally due to differences in depreciation	(56,751)	(45,797)
Accounts receivable	(6,442)	(7,074)
Total gross deferred tax liabilities	<u>(640,468)</u>	<u>(484,188)</u>
Net deferred tax liability	<u>\$ (369,258)</u>	<u>\$ (221,777)</u>

Classified as follows in the consolidated balance sheets:

Current deferred tax asset	\$ 41,905	\$ 82,934
Non-current deferred tax liability	(411,163)	(304,711)
	<u>\$ (369,258)</u>	<u>\$ (221,777)</u>

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As of December 31, 2011 the Company had non-U.S loss carry-forwards of \$71.2 million. The Company had loss carry-forwards for U.S. federal and non-U.S. purposes as of December 31, 2010 of \$1.2 million and \$52.7 million, respectively. The entire balance of the 2011 non-U.S. losses is available to be carried forward, with \$15.4 million of these losses beginning to expire during the years 2012 through 2031. The remaining \$55.8 million of such losses can be carried forward indefinitely.

The Company has loss carry-forwards for state purposes as of December 31, 2011 and 2010 of \$160.9 million and \$211.8 million, respectively. The state loss carry-forwards are available for use by the Company between 2012 and 2031.

As of December 31, 2010, the Company had U.S. foreign tax credit carry-forwards of \$24.5 million, research and development credits of \$3.9 million, and alternative minimum tax credits of \$3.1 million. The Company had no U.S. foreign tax credit carry-forwards, research and development tax credit carry-forwards, or alternative minimum tax credits at December 31, 2011.

The Company maintains valuation allowances by jurisdiction against the deferred tax assets related to certain of these carry-forwards 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 because such earnings are reinvested and it is currently intended that they will continue to be reinvested indefinitely. At December 31, 2011, the Company has not provided for federal income taxes on earnings of approximately \$1.4 billion from its international subsidiaries.

Unrecognized Tax Benefits

The Company files federal income tax returns, as well as multiple state, local and non-U.S. jurisdiction tax returns. The Company is no longer subject to examinations of its federal income tax returns by the Internal Revenue Service (“IRS”) for years through 2008. All significant state, local, and international matters have been concluded for years through 2005 and 2003, respectively. While the Company believes additional uncertain tax positions will be settled within the next twelve months, an estimate cannot be made due to the uncertainties associated with the resolution of these matters.

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

	<u>Continuing</u>	<u>Discontinued</u>	<u>Total</u>
Unrecognized tax benefits at January 1, 2009	\$ 202,162	\$ 49,544	\$ 251,706
Additions based on tax positions related to the current year	45,891	39,722	85,613
Additions for tax positions of prior years	5,607	2,756	8,363
Reductions for tax positions of prior years	(8,855)	(2,656)	(11,511)
Settlements	(40,704)	(7,079)	(47,783)
Lapse of statutes	(6,979)	(2,843)	(9,822)
Unrecognized tax benefits at December 31, 2009	<u>197,122</u>	<u>79,444</u>	<u>276,566</u>
Additions based on tax positions related to the current year	22,324	242	22,566
Additions for tax positions of prior years	15,258	-	15,258
Reductions for tax positions of prior years	(39,824)	(6,775)	(46,599)
Settlements	(8,152)	(17,804)	(25,956)
Lapse of statutes	(7,521)	(133)	(7,654)
Unrecognized tax benefits at December 31, 2010	<u>179,207</u>	<u>54,974</u>	<u>234,181</u>
Additions based on tax positions related to the current year	11,575	246	11,821
Additions for tax positions of prior years	16,595	12	16,607
Reductions for tax positions of prior years	(43,853)	(9,012)	(52,865)
Settlements	(7,042)	(3,100)	(10,142)
Lapse of statutes	(6,197)	(216)	(6,413)
Unrecognized tax benefits at December 31, 2011	<u>\$ 150,285 (A)</u>	<u>\$ 42,904</u>	<u>\$ 193,189</u>

(A) If recognized, the net amount of potential tax benefits that would impact the Company’s effective tax rate is \$125.1 million. During the years ended December 31, 2011, 2010, and 2009, the Company recorded potential interest and penalty expense (income) of \$(9.1) million, \$1.5 million and \$5.0 million, respectively, related to its unrecognized tax benefits as a component of provision for income taxes. The Company had accrued interest and penalties of \$34.2 million at December 31, 2011 and \$45.6 million at December 31, 2010, which are not included in the above table.

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12. 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 \$83,406, \$71,392, and \$70,438 for the years ended December 31, 2011, 2010 and 2009, 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, 2011 are as follows:

	<u>Operating</u>	<u>Capital</u>
2012	\$ 62,948	\$ 1,606
2013	45,275	1,269
2014	35,664	527
2015	23,593	496
2016	16,252	408
2017 and thereafter	61,345	1,039

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.

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. While it is not possible at this time to predict the outcome of these legal actions, in the opinion of management, based on these reviews, it is unlikely that the disposition of the lawsuits and the other matters mentioned above will have a material adverse effect on the financial position, results of operations, or cash flows of the Company.

13. 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 \$25,826, \$21,748 and \$13,109 for the years ended December 31, 2011, 2010 and 2009, 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.

The Company also maintains post retirement benefit plans which cover approximately 1,589 participants, approximately 218 of whom are eligible for medical benefits. These plans are effectively closed to new entrants. The post-retirement benefit obligation amounts at December 31, 2011 and 2010 include approximately \$3,790 and \$3,529 in obligations, respectively, recorded in discontinued operations. 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, 2011 and 2010.

	Qualified Defined Benefits				Non-Qualified		Post-Retirement Benefits	
	U.S. Plan		Non-U.S. Plans		Supplemental Benefits			
	2011	2010	2011	2010	2011	2010	2011	2010
Change in benefit obligation								
Benefit obligation at beginning of year	\$ 416,755	\$ 380,096	\$ 164,288	\$ 161,110	\$ 127,035	\$ 127,355	\$ 14,508	\$ 15,329
Benefits earned during the year	14,167	11,272	3,278	3,415	4,064	4,241	206	279
Interest cost	27,237	22,531	9,019	8,043	7,841	7,677	723	837
Plan participants' contributions	-	-	815	809	-	-	1,364	2,094
Benefits paid	(50,142)	(24,002)	(7,012)	(6,416)	(12,726)	(18,471)	(2,865)	(3,576)
Actuarial loss (gain)	40,020	26,081	10,481	(464)	23,016	4,885	1,368	(455)
Business acquisitions/divestitures	79,970	-	7,592	-	18,000	-	-	-
Amendments	258	777	-	1,004	2,673	1,348	-	-
Settlements and curtailments	(1,628)	-	-	(1,697)	-	-	(207)	-
Currency translation and other	123	-	(3,451)	(1,516)	-	-	256	-
Benefit obligation at end of year	<u>\$ 526,760</u>	<u>\$ 416,755</u>	<u>\$ 185,010</u>	<u>\$ 164,288</u>	<u>\$ 169,903</u>	<u>\$ 127,035</u>	<u>\$ 15,353</u>	<u>\$ 14,508</u>
Change in Plan Assets								
Fair value of plan assets at beginning of year	409,783	360,168	121,815	107,473	-	-	-	-
Actual return on plan assets	47,307	43,617	452	11,588	-	-	-	-
Company contributions	42,000	30,000	7,275	8,163	12,726	18,471	1,566	1,567
Employee contributions	-	-	815	809	-	-	1,364	2,094
Benefits paid	(50,142)	(24,002)	(7,012)	(6,416)	(12,726)	(18,471)	(2,930)	(3,661)
Business acquisitions/divestitures	66,243	-	-	-	-	-	-	-
Settlements and curtailments	-	-	-	(503)	-	-	-	-
Currency translation	-	-	(1,538)	701	-	-	-	-
Fair value of plan assets at end of year	<u>515,191</u>	<u>409,783</u>	<u>121,807</u>	<u>121,815</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Funded status	<u>\$ (11,569)</u>	<u>\$ (6,972)</u>	<u>\$ (63,203)</u>	<u>\$ (42,473)</u>	<u>\$ (169,903)</u>	<u>\$ (127,035)</u>	<u>\$ (15,353)</u>	<u>\$ (14,508)</u>
Amounts recognized in the Balance Sheets consist of:								
Assets and Liabilities:								
Other assets and deferred charges	\$ -	\$ -	\$ 2,052	\$ 5,930	\$ -	\$ -	\$ -	\$ -
Accrued compensation and employee benefits	-	-	(1,293)	(1,343)	(18,913)	(17,670)	(1,079)	(1,036)
Other deferrals (principally compensation)	(11,569)	(6,972)	(63,962)	(47,060)	(150,990)	(109,365)	(14,274)	(13,472)
Total Assets and Liabilities	<u>(11,569)</u>	<u>(6,972)</u>	<u>(63,203)</u>	<u>(42,473)</u>	<u>(169,903)</u>	<u>(127,035)</u>	<u>(15,353)</u>	<u>(14,508)</u>
Other Comprehensive Income (Loss):								
Net actuarial losses (gains)	\$ 182,143	\$ 160,922	\$ 22,892	\$ 7,683	\$ 12,857	(10,159)	\$ (1,284)	(2,917)
Prior service cost (credit)	4,819	7,046	1,377	1,501	46,852	51,445	(1,922)	(2,262)
Net asset at transition, other	-	-	(112)	(155)	-	-	-	-
Deferred taxes	(65,437)	(58,788)	(5,474)	(1,057)	(20,899)	(14,451)	1,063	1,754
Total Accumulated Other Comprehensive Loss (Earnings), net of tax	<u>121,525</u>	<u>109,180</u>	<u>18,683</u>	<u>7,972</u>	<u>38,810</u>	<u>26,835</u>	<u>(2,143)</u>	<u>(3,425)</u>
Net amount recognized at December 31,	<u>\$ 109,956</u>	<u>\$ 102,208</u>	<u>\$ (44,520)</u>	<u>\$ (34,501)</u>	<u>\$ (131,093)</u>	<u>\$ (100,200)</u>	<u>\$ (17,496)</u>	<u>\$ (17,933)</u>
Accumulated benefit obligations	<u>\$ 478,561</u>	<u>\$ 378,510</u>	<u>\$ 166,853</u>	<u>\$ 153,916</u>	<u>\$ 126,417</u>	<u>\$ 95,771</u>		

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The Company's net unfunded status at December 31, 2011 includes \$11,569 relating to the U.S. Dover Corporate Pension Plan and \$63,203 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.

The accumulated benefit obligation for all defined benefit pension plans was \$771,831 and \$628,197 at December 31, 2011 and 2010, respectively. Pension plans with accumulated benefit obligations in excess of plan assets consist of the following at December 31, 2011 and 2010:

	<u>2011</u>	<u>2010</u>
Projected benefit obligation (PBO)	\$317,223	\$241,923
Accumulated benefit obligation (ABO)	259,850	201,617
Fair value of plan assets	82,654	66,485

Net Periodic Benefit Cost

Components of the net periodic benefit cost were as follows:

	<u>Qualified Defined Benefits</u>						<u>Non-Qualified Supplemental Benefits</u>			<u>Post-Retirement Benefits</u>		
	<u>U.S. Plan</u>			<u>Non-U.S. Plans</u>								
	<u>2011</u>	<u>2010</u>	<u>2009</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>
Service Cost	\$ 14,167	\$ 11,272	\$ 10,959	\$ 3,278	\$ 3,415	\$ 3,012	\$ 4,064	\$ 4,241	\$ 6,188	\$ 206	\$ 279	\$ 314
Interest Cost	27,237	22,531	21,555	9,019	8,043	7,381	7,841	7,677	8,688	723	837	959
Expected return on plan assets	(38,472)	(31,912)	(28,998)	(8,148)	(6,377)	(5,614)	-	-	-	-	-	-
Amortization of:												
Prior service cost (income)	1,304	1,303	1,258	122	62	34	7,266	7,266	7,706	(409)	(409)	(172)
Transition obligation	-	-	-	(44)	(42)	(43)	-	-	-	-	-	-
Recognized actuarial (gain) loss	8,335	5,082	4,913	254	392	303	-	-	-	(241)	(398)	(426)
Settlement and curtailment gain (loss)	1,180	-	-	2,030	(347)	(795)	-	-	(1)	(137)	-	-
Other	123	-	-	-	-	-	-	-	-	256	-	-
Total net periodic benefit cost	<u>\$ 13,874</u>	<u>\$ 8,276</u>	<u>\$ 9,687</u>	<u>\$ 6,511</u>	<u>\$ 5,146</u>	<u>\$ 4,278</u>	<u>\$ 19,171</u>	<u>\$ 19,184</u>	<u>\$ 22,581</u>	<u>\$ 398</u>	<u>\$ 309</u>	<u>\$ 675</u>

Amounts expected to be amortized from Accumulated Other Comprehensive Earnings (Loss) into net periodic benefit cost during 2012 are as follows:

	<u>Qualified Defined Benefits</u>		<u>Non-Qualified Supplemental Benefits</u>	<u>Post-Retirement</u>
	<u>U.S. Plan</u>	<u>Non-U.S. Plans</u>		
Amortization of:				
Prior service cost (income)	\$ 1,048	\$ 119	\$ 7,425	\$ (409)
Transition obligation	-	(46)	-	-
Recognized actuarial loss (gain)	13,515	597	138	(173)
Total	<u>\$ 14,563</u>	<u>\$ 670</u>	<u>\$ 7,563</u>	<u>\$ (582)</u>

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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		2011	2010	2011	2010
	2011	2010	2011	2010				
Discount rate	4.85%	5.50%	4.62%	5.04%	4.77%	5.50%	4.45%	5.10%
Average wage increase	4.00%	4.50%	3.43%	3.73%	4.50%	4.50%	na	na
Ultimate medical trend rate	-	-	-	-	-	-	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			2011	2010	2009	2011	2010	2009
	2011	2010	2009	2011	2010	2009						
Discount rate	5.50%	5.95%	6.10%	5.04%	5.15%	5.45%	5.50%	5.95%	6.10%	5.10%	5.50%	6.00%
Average wage increase	4.50%	4.50%	4.50%	3.73%	3.68%	3.72%	4.50%	4.50%	6.00%	na	na	na
Expected return on plan assets	7.75%	7.75%	7.75%	6.45%	6.10%	6.51%	-	-	-	-	-	-

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 8.5% annual rate of increase in the per capita cost of covered benefits (i.e., health care cost trend rates) was assumed for 2012. The rate was assumed to decrease gradually to 5% by the year 2018 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, 2011 by \$405 and (\$389), respectively, and would have a negligible impact on the net post-retirement benefit cost for 2011.

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 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. Corporate Pension Plan will achieve a 7.75% net return over time from the asset allocation strategy.

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

	December 2011	December 2010	Current Target
Equity - domestic	39%	40%	35%
Equity - international	19%	22%	22%
Fixed income - domestic	36%	32%	35%
Real estate and other	6%	6%	8%
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 6.45% in 2011, 6.10% in 2010, and 6.51% in 2009.

The fair values of both U.S. and non-U.S. pension plan assets by asset category within the ASC 820 hierarchy (as defined in Note 9) are as follows at December 31, 2011 and 2010:

	U.S. Plan							
	At December 31, 2011				At December 31, 2010			
	Level 1	Level 2	Level 3	Total Fair Value	Level 1	Level 2	Level 3	Total Fair Value
Asset category:								
Common stocks:								
U.S. companies	\$ 153,816	\$ -	\$ -	\$ 153,816	\$ 126,567	\$ -	\$ -	\$ 126,567
Non-U.S. companies	3,065	-	-	3,065	5,381	-	-	5,381
Fixed income investments:								
Corporate bonds	-	55,716	-	55,716	-	41,254	-	41,254
Private placements	-	3,791	-	3,791	-	3,085	-	3,085
Government securities	9,268	115,873	-	125,141	6,070	77,691	-	83,761
Common stock funds:								
Mutual funds	38,476	-	-	38,476	32,533	-	-	32,533
Collective trusts	-	94,396	-	94,396	-	89,093	-	89,093
Real estate funds	-	-	26,481	26,481	-	-	23,056	23,056
Other	-	-	4,561	4,561	-	-	-	-
Cash and equivalents	9,748	-	-	9,748	5,053	-	-	5,053
	\$ 214,373	\$ 269,776	\$ 31,042	\$ 515,191	\$ 175,604	\$ 211,123	\$ 23,056	\$ 409,783

	Non-U.S. Plans							
	At December 31, 2011				At December 31, 2010			
	Level 1	Level 2	Level 3	Total Fair Value	Level 1	Level 2	Level 3	Total Fair Value
Asset category:								
Common stocks	\$ 23,450	\$ -	\$ -	\$ 23,450	\$ 28,265	\$ -	\$ -	\$ 28,265
Fixed income investments	-	36,629	-	36,629	-	38,221	-	38,221
Common stock funds	-	49,680	-	49,680	-	41,596	-	41,596
Real estate funds	-	-	7,053	7,053	-	-	7,349	7,349
Cash and equivalents	2,258	-	-	2,258	5,098	-	-	5,098
Other	-	2,737	-	2,737	-	1,286	-	1,286
	\$ 25,708	\$ 89,046	\$ 7,053	\$ 121,807	\$ 33,363	\$ 81,103	\$ 7,349	\$ 121,815

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.

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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 2011 due to the following:

	Level 3 Investments
Balance at December 31, 2009	\$ 26,120
Realized losses	(26)
Unrealized gains	2,444
Purchases, sales, issuances and settlements, net	1,867
Balance at December 31, 2010	\$ 30,405
Realized gains	(3)
Unrealized gains	2,348
Purchases, sales, issuances and settlements, net	5,345
Balance at December 31, 2011	<u>\$ 38,095</u>

There were no significant transfers between Level 1 and Level 2 investments during 2011 or 2010.

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		
2012	\$ 46,340	\$ 4,382	\$ 18,913	\$ 1,079
2013	34,628	4,585	11,901	1,078
2014	35,044	4,780	7,417	1,073
2015	35,398	5,847	33,329	1,085
2016	35,102	5,834	12,905	1,070
2017-2021	193,191	38,543	73,184	4,546

Contributions

In 2012, the Company expects to contribute approximately \$20 to \$40 million to its U.S. plan and approximately \$6.1 million to its non-U.S. plans. Additionally, in 2012, the Company expects to fund benefit payments of approximately \$18.9 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 million in each of the last three years, 2011 to 2009.

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14. Other Comprehensive Earnings

The amounts recognized in other comprehensive earnings for the years ended December 31 are as follows:

	<u>Pre-tax</u>	<u>Tax</u>	<u>Net of tax</u>
Year Ended December 31, 2011			
Foreign currency translation adjustments	\$ (74,476)	\$ 13,954	\$ (60,522)
Pension and other post retirement plan adjustments	(54,519)	18,204	(36,315)
Changes in fair value of cash flow hedges and other	(1,379)	545	(834)
	<u>\$ (130,374)</u>	<u>\$ 32,703</u>	<u>\$ (97,671)</u>
Year Ended December 31, 2010			
Foreign currency translation adjustments	\$ (33,636)	\$ -	\$ (33,636)
Pension and other post retirement plan adjustments	(2,468)	1,189	(1,279)
Changes in fair value of cash flow hedges	360	(126)	234
	<u>\$ (35,744)</u>	<u>\$ 1,063</u>	<u>\$ (34,681)</u>
Year Ended December 31, 2009			
Foreign currency translation adjustments	\$ 76,442	\$ -	\$ 76,442
Pension and other post retirement plan adjustments	(1,767)	(1,740)	(3,507)
Changes in fair value of cash flow hedges	1,673	(582)	1,091
	<u>\$ 76,348</u>	<u>\$ (2,322)</u>	<u>\$ 74,026</u>

The components of accumulated other comprehensive (loss) earnings as of December 31, 2011 and 2010 are as follows:

	<u>2011</u>	<u>2010</u>
Cumulative foreign currency translation adjustments	\$ 126,992	\$ 187,514
Pension and other post retirement plan adjustments	(176,877)	(140,562)
Changes in fair value of cash flow hedges	2,375	3,209
	<u>\$ (47,510)</u>	<u>\$ 50,161</u>

15. Segment Data

Effective October 1, 2011, the Company reorganized into four new business segments that are aligned with the key end-markets they serve: Communication Technologies, Energy, Engineered Systems and Printing & Identification.

Therefore, consistent with the requirements of segment reporting, the Company has revised its operating segments to align with the revised operating and management reporting structure. All years presented have been conformed to the current year presentation. The Company's segment reorganization is intended to provide better alignment and focus around its end-markets, allow for better leverage of its executive leadership talent and expertise, help improve the sharing and leveraging of resources within and between the four segments, enhance execution of business-specific strategies, and facilitate internal and external benchmarking against companies serving similar markets.

The Communication Technologies segment is engaged in the design and manufacture of innovative products and components in the communications, life sciences, aerospace/industrial, defense, and telecommunication/other markets. The Energy segment provides highly-engineered solutions for the safe and efficient extraction and handling of oil and gas in the drilling, production and downstream markets. The Engineered Systems segment is comprised of two platforms, Fluid Solutions and Refrigeration & Industrial, which are industry leaders in the fluids systems, refrigeration and food equipment, waste & recycling and industrial markets. The Printing & Identification segment provides integrated printing, coding, and testing solutions for the fast moving consumer goods, industrial and electronics markets.

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Selected financial information by market segment is as follows:

	Years Ended December 31,		
	2011	2010	2009
REVENUE:			
Communication Technologies	\$ 1,360,077	\$ 1,076,012	\$ 916,031
Energy	1,900,749	1,303,507	998,272
Engineered Systems	3,100,735	2,786,442	2,298,581
Printing & Identification	1,592,964	1,476,830	1,133,499
Intra-segment eliminations	(4,385)	(2,600)	(2,052)
Total consolidated revenue	<u>\$ 7,950,140</u>	<u>\$ 6,640,191</u>	<u>\$ 5,344,331</u>
EARNINGS FROM CONTINUING OPERATIONS:			
Segment earnings:			
Communication Technologies	\$ 226,382	\$ 205,215	\$ 142,541
Energy	450,637	316,113	211,962
Engineered Systems	445,186	382,644	280,346
Printing & Identification	226,534	237,368	78,026
Total segments	1,348,739	1,141,340	712,875
Corporate expense / other (1)	137,979	135,714	117,994
Net interest expense	115,596	106,422	100,472
Earnings from continuing operations before provision for income taxes and discontinued operations	1,095,164	899,204	494,409
Provision for taxes	248,799	208,453	120,986
Earnings from continuing operations - total consolidated	<u>\$ 846,365</u>	<u>\$ 690,751</u>	<u>\$ 373,423</u>
OPERATING MARGINS:			
Segments:			
Communication Technologies	16.6%	19.1%	15.6%
Energy	23.7%	24.3%	21.2%
Engineered Systems	14.4%	13.7%	12.2%
Printing & Identification	14.2%	16.1%	6.9%
Total Segments	17.0%	17.2%	13.3%
Earnings from continuing operations	13.8%	13.5%	9.3%
DEPRECIATION and AMORTIZATION:			
Communication Technologies	\$ 101,839	\$ 72,262	\$ 69,393
Energy	77,819	48,842	40,349
Engineered Systems	74,776	72,526	68,992
Printing & Identification	46,148	46,302	51,532
Corporate	2,561	2,037	1,097
Consolidated total	<u>\$ 303,143</u>	<u>\$ 241,969</u>	<u>\$ 231,363</u>
CAPITAL EXPENDITURES:			
Communication Technologies	\$ 111,402	\$ 41,222	\$ 25,339
Energy	74,953	48,916	31,662
Engineered Systems	58,610	57,476	37,612
Printing & Identification	19,524	15,623	16,989
Corporate	7,320	11,608	1,370
Consolidated total	<u>\$ 271,809</u>	<u>\$ 174,845</u>	<u>\$ 112,972</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:	2011	2010	2009
Communication Technologies	\$ 2,471,918	\$ 1,540,636	\$ 1,530,348
Energy	1,699,395	1,010,415	831,829
Engineered Systems	2,247,532	2,091,519	2,022,539
Printing & Identification	1,793,589	1,840,870	1,770,640
Corporate (principally cash and cash equivalents)	1,284,575	1,448,210	1,053,496
Total assets - continuing operations	9,497,009	7,931,650	7,208,852
Assets from discontinued operations	4,441	627,093	673,550
Consolidated total	<u>\$ 9,501,450</u>	<u>\$ 8,558,743</u>	<u>\$ 7,882,402</u>

	Revenue			Long-Lived Assets	
	Years Ended December 31,			At December 31,	
	2011	2010	2009	2011	2010
United States	\$ 4,037,670	\$ 3,439,201	\$ 2,877,770	\$ 571,239	\$ 494,323
Europe	1,348,693	1,204,676	1,074,625	184,688	139,870
Other Americas	788,844	641,990	439,457	51,788	44,855
Asia	1,502,173	1,175,484	769,430	184,160	105,629
Other	272,760	178,840	183,049	8,995	947
Consolidated total	<u>\$ 7,950,140</u>	<u>\$ 6,640,191</u>	<u>\$ 5,344,331</u>	<u>\$ 1,000,870</u>	<u>\$ 785,624</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 and Europe. The Company's businesses serve thousands of customers, none of which accounted for more than 10% of consolidated revenue. Accordingly, it is impractical to provide revenue from external customers for each product and service sold by segment.

16. Stockholders' Equity

The Company has the authority to issue up to 100,000 shares of \$100 par value preferred stock and up to 500,000,000 shares of \$1 par value common stock. None of the preferred stock has been issued. As of December 31, 2011 and 2010, 250,591,610 and 249,361,340 shares of common stock were issued, and the Company had 67,000,487 and 62,885,348 treasury shares, held at cost, respectively.

Share Repurchases

2011- During the year ended December 31, 2011, the Company repurchased 4,034,973 shares of its common stock in the open market. The Company also repurchased 80,166 shares from the holders of its employee stock options when they tendered these shares as full or partial payment of the exercise price of such options. Therefore, during the year ended December 31, 2011, a total of 4,115,139 shares were repurchased at an average price of \$58.93 per share. Approximately 2.5 million shares were available for repurchase as of the end of December 2011.

2010-During the year ended December 31, 2010, the Company repurchased 2,335,500 shares of its common stock in the open market under the five-year, 10,000,000 share repurchase authorized by the Board of Directors in May 2007 (the "five-year authorization"). The Company also repurchased 82,455 shares from the holders of its employee stock options when they tendered these shares as full or partial payment of the exercise price of such options. Therefore, during the year ended December 31, 2010 a total of 2,417,955 shares were repurchased at an average price of \$51.10 per share. Approximately 6.6 million shares were available for repurchase as of the end of December 2010.

2009 - The Company had no share repurchases in 2009. Approximately 8.9 million shares remained authorized for repurchase under the five-year authorization as of December 31, 2009.

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

17. 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
2011								
First	\$ 1,812,078	\$ 711,751	\$ 174,791	\$ 0.94	\$ 0.92	\$ 194,905	\$ 1.04	\$ 1.03
Second	1,994,970	775,996	239,198	1.28	1.26	249,769	1.34	1.32
Third	2,138,606	806,282	223,438	1.20	1.19	172,280	0.93	0.91
Fourth	2,004,486	757,395	208,938	1.13	1.12	278,289	1.51	1.49
	<u>\$ 7,950,140</u>	<u>\$ 3,051,424</u>	<u>\$ 846,365</u>	4.55	4.48	<u>\$ 895,243</u>	4.82	4.74
2010								
First	\$ 1,481,055	\$ 590,452	\$ 122,288	\$ 0.65	\$ 0.65	\$ 108,127	\$ 0.58	\$ 0.58
Second	1,664,447	658,824	167,226	0.90	0.89	169,870	0.91	0.90
Third	1,757,253	680,557	216,331	1.16	1.15	223,759	1.20	1.19
Fourth	1,737,436	686,772	184,906	0.99	0.97	198,348	1.06	1.04
	<u>\$6,640,191</u>	<u>\$2,616,605</u>	<u>\$ 690,751</u>	3.70	3.65	<u>\$ 700,104</u>	3.75	3.70

SCHEDULE II

VALUATION AND QUALIFYING ACCOUNTS
Years Ended December 31, 2011, 2010 and 2009
(In thousands)

<u>Allowance for Doubtful Accounts</u>	<u>Balance at Beginning of Year</u>	<u>Acquired by Purchase or Merger</u>	<u>Charged to Cost and Expense (A)</u>	<u>Accounts Written Off</u>	<u>Other</u>	<u>Balance at End of Year</u>
Year Ended December 31, 2011						
Allowance for Doubtful Accounts	\$ 29,856	73	6,442	(10,048)	(1,336)	\$ 24,987
Year Ended December 31, 2010						
Allowance for Doubtful Accounts	\$ 37,349	-	(847)	(6,001)	(645)	\$ 29,856
Year Ended December 31, 2009						
Allowance for Doubtful Accounts	\$ 31,298	-	12,894	(8,828)	1,985	\$ 37,349

(A) Net of recoveries on previously reserved or written-off balances.

<u>Deferred Tax Valuation Allowance</u>	<u>Balance at Beginning of Year</u>	<u>Acquired by Purchase or Merger</u>	<u>Additions</u>	<u>Reductions</u>	<u>Other</u>	<u>Balance at End of Year</u>
Year Ended December 31, 2011						
Deferred Tax Valuation Allowance	\$ 38,136	-	-	(15,412)	-	\$ 22,724
Year Ended December 31, 2010						
Deferred Tax Valuation Allowance	\$ 43,171	-	-	(5,035)	-	\$ 38,136
Year Ended December 31, 2009						
Deferred Tax Valuation Allowance	\$ 55,486	-	2,875	(15,190)	-	\$ 43,171

<u>LIFO Reserve</u>	<u>Balance at Beginning of Year</u>	<u>Acquired by Purchase or Merger</u>	<u>Charged to Cost and Expense</u>	<u>Reductions</u>	<u>Other</u>	<u>Balance at End of Year</u>
Year Ended December 31, 2011						
LIFO Reserve	\$ 45,742	-	9,603	-	-	\$ 55,345
Year Ended December 31, 2010						
LIFO Reserve	\$ 44,195	-	1,547	-	-	\$ 45,742
Year Ended December 31, 2009						
LIFO Reserve	\$ 52,312	-	-	(8,117)	-	\$ 44,195

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, 2011 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 2011, 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

Not applicable.

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 is included in the 2012 Proxy Statement which 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. 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 is included in our 2012 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 required to be included pursuant to this Item 11 is included in our 2012 Proxy Statement and is incorporated in this Item 11 by reference.

ITEM 12. SECURITY OWNERSHIP OF 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 is included in our 2012 Proxy Statement and is incorporated in this Item 12 by reference.

Equity Compensation Plans

The Equity Compensation Plan Table below presents information regarding the our equity compensation plans at December 31, 2011:

Plan Category	(a) Number of Securities to be Issued Upon Exercise of Outstanding Options, Warrants and Rights	(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))
Equity compensation plans approved by stockholders	11,336,728	\$ 42.91	7,038,668
Equity compensation plans not approved by stockholders	-	-	-
Total	11,336,728	\$ 42.91	7,038,668

The Company has three compensation plans under which equity securities have been authorized for issuance and have been issued to employees and to non-employee directors. These are the 1995 Incentive Stock Option Plan and 1995 Cash Performance Program (the “1995 Plan”), the 2005 Equity and Cash Incentive Plan (the “2005 Plan”) and the 1996 Non-Employee Directors’ Stock Compensation Plan (the “Directors’ Plan”). The information regarding these plans that is required to be included pursuant to this Item 12 is included in the 2012 Proxy Statement and is incorporated in this Item 12 by reference. The table above does not reflect shares eligible for issuance under the 1996 Non-Employee Directors’ Stock Compensation Plan, which does not specify a maximum number of shares issuable under it.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS AND DIRECTOR INDEPENDENCE

The information with respect to 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 2012 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 2012 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 2012 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

By: /s/ Robert A. Livingston

Robert A. Livingston
President and Chief Executive Officer

Date: February 10, 2012

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 Joseph W. Schmidt, 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, 2011 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 10, 2012
<u>/s/ Robert A. Livingston</u> Robert A. Livingston	Chief Executive Officer, President and Director (Principal Executive Officer)	February 10, 2012
<u>/s/ Brad M. Cerepak</u> Brad M. Cerepak	Senior Vice President and Chief Financial Officer (Principal Financial Officer)	February 10, 2012
<u>/s/ Raymond T. McKay, Jr.</u> Raymond T. McKay, Jr.	Vice President, Controller (Principal Accounting Officer)	February 10, 2012
<u>/s/ David H. Benson</u> David H. Benson	Director	February 10, 2012
<u>/s/ Jean-Pierre M. Ergas</u> Jean-Pierre M. Ergas	Director	February 10, 2012
<u>/s/ Peter T. Francis</u> Peter T. Francis	Director	February 10, 2012
<u>/s/ Kristiane C. Graham</u> Kristiane C. Graham	Director	February 10, 2012

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<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Richard K. Lochridge</u> Richard K. Lochridge	Director	February 10, 2012
<u>/s/ Bernard G. Rethore</u> Bernard G. Rethore	Director	February 10, 2012
<u>/s/ Michael B. Stubbs</u> Michael B. Stubbs	Director	February 10, 2012
<u>/s/ Stephen M. Todd</u> Stephen M. Todd	Director	February 10, 2012
<u>/s/ Stephen K. Wagner</u> Stephen K. Wagner	Director	February 10, 2012
<u>/s/ Mary A. Winston</u> Mary A. Winston	Director	February 10, 2012

EXHIBIT INDEX

- (2.1) Sale and Purchase Agreement, dated as of December 22, 2010, between the Company, NXP B.V., Knowles Electronics, LLC, EFF Acht Beteiligungsverwaltung GmbH and NXP Semiconductors N.V., filed as Exhibit 2.1 to the Company's Annual Report on Form 10-K for the period ended December 31, 2010, is incorporated by reference (confidential portions omitted and filed separately with the SEC).
- (3)(i)(a) Restated Certificate of Incorporation, filed as Exhibit 3.1 to the Company's Quarterly Report on Form 10-Q for the period ended June 30, 1998 (SEC File No. 001-04018), is incorporated by reference.
- (3)(i)(b) Certificate of Correction to the Restated Certificate of Incorporation dated as of January 24, 2002, filed as Exhibit 3(i) to the Company's Current Report on Form 8-K filed February 28, 2002 (SEC File No. 001-04018), is incorporated by reference.
- (3)(ii) By-Laws of the Company as amended and restated as of November 6, 2008, filed as Exhibit 3(ii) to the Company's Current Report on Form 8-K filed November 12, 2008 (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) Form of 6.50% Notes due February 15, 2011 (\$400,000,000 aggregate principal amount), filed as Exhibit 4.3 to the Company's Current report on Form 8-K filed February 13, 2001 (SEC File No. 001-04018), is incorporated by reference.
- (4.5) First Supplemental Indenture 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 12, 2005 (SEC File No. 001-04018) is incorporated by reference.
- (4.6) Form of 4.875% Notes due October 15, 2015 (\$300,000,000 aggregate principal amount), filed as exhibit 4.2 to the Company's Current Report on Form 8-K filed October 12, 2005 (SEC File No. 001-04018) is incorporated by reference.
- (4.7) 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 12, 2005 (SEC File No. 001-04018) is incorporated by reference.
- (4.8) Second Supplemental Indenture 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. 001-040018) is incorporated by reference.
- (4.9) 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.
- (4.10) 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.
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.
- (4.11) Third Supplemental Indenture 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.
- (4.12) 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.
- (4.13) 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.
- (10.1) Employee Savings and Investment Plan, filed as Exhibit 99 to Registration Statement on Form S-8 (SEC File No. 33-01419), is incorporated by reference.*
- (10.2) Amended and Restated 1996 Non-Employee Directors' Stock Compensation Plan, filed as Exhibit 10.2 to the Company's Annual Report on Form 10-K for the year ended December 31, 2004 (SEC File No. 001-04018) is incorporated by reference.
- (10.3) 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) Executive Change in Control Agreement as amended and restated as of January 1, 2009, filed as Exhibit 10.4 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) 1995 Incentive Stock Option Plan and 1995 Cash Performance Program, as amended as of May 4, 2006 with respect to all awards then outstanding, filed as Exhibit 10.5 to the Company's Annual Report on Form 10-K for the year ended December 31, 2006 (SEC File No. 001-04018) is incorporated by reference.*
- (10.6) 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.*
- (10.7) 2005 Equity and Cash Incentive Plan, as amended 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.*
- (10.8) Form of award grant letter for SSAR grants made under 2005 Equity and Cash Incentive Plan. * (1)
- (10.9) Form of award grant letter for cash performance awards made under the 2005 Equity and Cash Incentive Plan. * (1)
- (10.10) Form of award grant letter for performance share awards made under the 2005 Equity and Cash Incentive Plan. * (1)
- (10.11) 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.*
- (10.12) Letter Agreement between Robert G. Kuhbach and the Company, dated November 13, 2009, filed as Exhibit 10.13 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.*

- (10.13) Five-year Credit Agreement dated as of November 10, 2011 by and among Dover Corporation, the Borrowing Subsidiaries party hereto, the Lenders party hereto, JPMorgan Chase Bank, N.A as Administrative Agent, Bank of America, N.A., and Wells Fargo Bank National Association, as Syndication Agents, and J.P. Morgan Securities LLC, and Merrill Lynch, Pierce, Fenner & Smith Incorporated and Wells Fargo Securities, LLC, as Joint Lead Arrangers and Joint Bookrunners. (1)
- (10.14) 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, is incorporated by reference.*
- (10.15) 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.*
- (10.16) 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, is incorporated by reference.*
- (10.17) Senior Executive Change-in-Control Severance Plan, filed as Exhibit 10.18 to the Company's Annual Report on Form 10-K for the period ended December 31, 2010, is incorporated by reference.*
- (10.18) Underwriting Agreement between the Company and Goldman Sachs & Co., J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith, Deutsche Bank Securities Inc., RBS Securities Inc., Wells Fargo Securities, LLC, Morgan Stanley & Co. Incorporated, Lazard Capital Markets LLC, and Scotia Capital (USA) Inc., filed as Exhibit 1.2 to the Company's Current Report on Form 8-K filed February 22, 2011 (SEC File No. 001-04018) is incorporated by reference.
- (10.19) Letter Agreement between Raymond Hogle and the Company, dated as of May 31, 2011. * (1)
 - (21) Subsidiaries of Dover. (1)
 - (23) Consent of Independent Registered Public Accounting Firm. (1)
 - (24) Power of Attorney (included in signature page). (1)
- (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 Brad M. Cerepak and Robert A. Livingston. (1)
- (101) The following materials from Dover Corporation's Annual Report on Form 10-K for the year ended December 31, 2011 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.



SSAR Award

DATE: «Date»
 TO: «First_Name» «Last_Name»
 «Company_Name»

Here are the details for your SSAR grant:

Number of shares of Dover Common Stock -	«N_of_shares_DCS»
SSAR Base Price Per Share -	\$«Price_per_share»
Date of Grant -	«Date_of_Grant»
Expiration Date -	«Exp_Date»

Your Stock Settled Appreciation Right (SSAR) award is subject to all the terms and provisions of the Plan, which terms and provisions are expressly incorporated into and made a part of the award as if set forth in full herein. A copy of the Plan can be found on www.dovercorporation.com/investorinformation.asp in the SEC Filings, Proxy Filing on 3/24/2009 Appendix A.

In addition, your SSAR is subject to the following:

1. Your SSAR is subject to earlier termination as provided in the Plan, for example, upon termination of employment prior to the expiration date.
 2. **It is your responsibility to keep track of your SSAR grants and to ensure that you exercise your SSARs before they expire. Dover will not remind or notify you that your SSAR is nearing its expiration date.**
 3. The earliest date on which the SSAR may be exercised is the third anniversary of the Grant Date. Earlier exercise may be permitted in the event of a Change in Control or death or disability as provided in the Plan. No payment is required to exercise a SSAR.
 4. Upon exercise of your SSARs, you will be entitled to receive from Dover that number of whole shares of Dover Common Stock equal in value, on the date of exercise of the SSARs, to the excess of (A) the value of a share of Dover Common Stock on the date of exercise of the SSARs multiplied by the number of SSARs being exercised over (B) the sum of (i) the per share base price of the SSARs being exercised multiplied by the number of SSARs being exercised, plus (ii) unless you elect to pay such tax in cash, any amount of tax that must be withheld in connection with such exercise. Fractional shares shall be disregarded.
 5. By accepting this award, you hereby consent to the collection, use and transfer of any personally identifiable information about you relating to your participation in the Plan to Dover and its affiliates for the purpose of administering this SSAR award. Your personal information may be transferred to the United States, a jurisdiction that may not have an equivalent level of data protection as the laws in your home country. Dover and its affiliates will take reasonable steps to ensure the security of your personal information and to avoid unauthorized or accidental access, erasure or other use. Your personal information will only be held as long as necessary to administer the Plan or this award. You may, at any time, request access to your personal information held about you in connection with this award and make any necessary amendments to your personal information or withdraw your consent. Withdrawing your consent may affect Dover and its affiliates' ability to administer the SSAR award.
 6. Your SSAR is not transferrable by you other than by will or the laws of descent and distribution.
 7. Dover and your employer reserve the right to amend, modify, or terminate the Plan at any time in their discretion without notice.
-

SSAR Award

DATE: «Date»
TO: «First_Name» «Last_Name»
«Company_Name»

I hereby acknowledge and agree that I have reviewed the Plan and this agreement and agree to the terms and conditions set forth herein and therein. By signing and returning one copy of this award agreement, I hereby consent to the collection, use and transfer of my personally identifiable information to Dover and its affiliates for the purpose of administering the SSAR award. I further consent to the transfer of my personal information to the United States, a jurisdiction that may not have an equivalent level of data protection as the laws in my home country.

This award agreement shall only become effective upon receipt by Dover of your signed copy of this agreement

Employee

President

Date

Revised February, 2012

Cash Performance Award

DATE: «Date»
TO: «First_Name» «Last_Name»
«Company»

Here are the details for your Cash Performance Award:

Your business unit -	«Bus_unit»
The base year -	«Base_year»
The performance period is the three-year period -	«Perform_period»
Your target cash performance award payment at the 100% level -	\$«Target_awd_pymnt»

The actual cash performance award amount to be paid to you, if any, will be derived from the Cash Performance Payout Table included in this award agreement.

Your cash performance award is subject to all the terms and provisions of the Plan, which terms and provisions are expressly incorporated into and made a part of the award as if set forth in full herein. A copy of the Plan can be found on www.dovercorporation.com/investorinformation.asp in the SEC Filings, Proxy Filing on 3/24/2009 Appendix A.

In addition, your award is subject to the following:

1. Within two and one-half months following the end of the performance period, your Dover business unit will pay you a cash performance payment if your business unit has reached certain levels of internal total shareholder return (“iTSR”), as set forth in the Cash Performance Payout Table, and the other conditions of your award are satisfied.
 2. A summary of the definition of internal total shareholder return, or iTSR, for your business unit is set forth in the Definition of iTSR.
 3. The aggregate maximum cash payout for each business unit (determined after applying the individual payment limitation noted in the next sentence, if applicable) in respect of all cash performance awards for a specific performance period shall not exceed the product of (i) 1.75%, times (ii) the sum of the business unit’s change in entity value plus free cash flow (as such terms are defined in the Definition of iTSR) for that performance period. In no event will the cash performance payout to any one individual exceed \$5 million for the performance period.
 4. By accepting this award, you hereby consent to the collection, use and transfer of any personally identifiable information about you relating to your participation in the Plan to Dover and its affiliates for the purpose of administering this cash performance award. Your personal information may be transferred to the United States, a jurisdiction that may not have an equivalent level of data protection as the laws in your home country. Dover and its affiliates will take reasonable steps to ensure the security of your personal information and to avoid unauthorized or accidental access, erasure or other use. Your personal information will only be held as long as necessary to administer the Plan or this cash performance award. You may, at any time, request access to your personal information held about you in connection with this cash performance award and make any necessary amendments to your personal information or withdraw your consent. Withdrawing your consent may affect Dover and its affiliates’ ability to administer the cash performance award.
 5. Your award is not transferrable by you other than by will or the laws of descent and distribution.
 6. Dover and your employer reserve the right to amend, modify, or terminate the Plan at any time in their discretion without notice.
-

DATE: «Date»
TO: «First_Name» «Last_Name»
«Company»

Cash Performance Payout Table

<u>iTSR for Performance Period</u>	<u>Payout (% of target)</u>
<6%	0%
6%	25%
9%	100%
17%	300%
>50%	750%

The payout formula will be applied on a sliding scale between 0% and 750% based on the Business Unit's iTSR for the performance period.

Definition of iTSR

iTSR = (change in entity value + free cash flow) / (starting entity value).

Change in entity value is nine times the change in EBITDA values, comparing the full base year to the full final year of the performance period.

Free cash flow is the cash flow generated by your business unit, including your business unit's operating profit plus depreciation, amortization and proceeds from dispositions, less taxes and investments made for future growth (capital spending, working capital and acquisitions) and adjusted for other non-recurring items.

Starting entity value is the higher of nine times EBITDA for the full base year or 0.9 times revenue for the full base year.

EBITDA is pre-tax income adjusted for non-operating and non-recurring items plus depreciation and amortization.

I hereby acknowledge and agree that I have reviewed the Plan and this agreement and agree to the terms and conditions set forth herein and therein. By signing and returning one copy of this award agreement, I hereby consent to the collection, use and transfer of my personally identifiable information to Dover and its affiliates for the purpose of administering the cash performance award. I further consent to the transfer of my personal information to the United States, a jurisdiction that may not have an equivalent level of data protection as the laws in my home country.

This award agreement shall only become effective upon receipt by Dover of your signed copy of this agreement

Employee

President

Date

Revised February, 2012

Cash Performance Award
Rules for Transfers/Promotions

1 (a) Unless paragraph 1(b) below applies to you, the following rules will apply to you if you are transferred from one Dover business unit to another Dover business unit. These rules apply to all cash performance payments you may be entitled to under this and any other cash performance award under the Plan you may have, as if part of your original award.

(i) If a cash performance payment is due in the first calendar year after the calendar year of your transfer, your cash performance payment will be based on the performance of your old business unit.

(ii) If a cash performance payment is due in the second calendar year after the calendar year of your transfer, your cash performance payment will be based on the performance of either your old business unit or your new business unit, whichever you choose. However, if you choose to have any second-year cash performance payment based on the performance of your new business unit, then your third-year cash performance payment, if any, must also be based on the performance of your new business unit.

(iii) If a cash performance payment is due in the third calendar year after the calendar year of your transfer, your cash performance payment will be based on the performance of either your old business unit or your new business unit, whichever you choose. However, if you choose to have a second-year cash performance payment based on the performance of your new business unit, your third-year cash performance payment must also be based on the performance of your new business unit.

(iv) Any cash performance payment under an award made at one business unit that becomes payable after you transfer to another business unit will still be based on that award's original dollar amount.

(b) If you are or become the chief executive officer (CEO) or chief operating officer (COO) of Dover, or if you report directly to Dover's CEO or COO, or if you otherwise are or are expected to be a "covered employee" under Section 162(m) of the Internal Revenue Code during any relevant period, the following rules, instead of those set forth in paragraph 1(a) above, will apply to you if you are transferred from one Dover business unit to another Dover business unit. These rules apply to all cash performance payments you may be entitled to under this and any cash performance award under the Plan you may have.

(i) If a cash performance payment is due in the first calendar year after the calendar year of your transfer, your cash performance payment will be based on the performance of your old business unit.

(ii) If a cash performance payment is due in the second calendar year after the calendar year of your transfer, your cash performance payment will be based on the performance of either your old business unit or your new business unit, whichever results in the higher payment to you.

(iii) If a cash performance payment is due in the third calendar year after the calendar year of your transfer, your cash performance payment will be based on the performance of your new business unit.

(iv) Any cash performance payment under an award made at one business unit that becomes payable after you transfer to another business unit will still be based on that award's original dollar amount.



Performance Share Award

DATE: «Date»
 TO: «First_Name» «Last_Name»
 «Company_Name»

Here are the details for your performance share award:

Your target performance share award at the 100% level - «Target_perf_share_awd» shares of Dover Common Stock
 The base year - «Base_year»
 The performance period is the three-year period - «Perf_period»

The actual number of shares distributed to you will be based on the level of total shareholder return (“TSR”) of Dover as set forth in the TSR Definition for the performance period relative to the TSRs of a selected peer group of companies, which performance levels and peer group are set forth in the Performance Share Payout Table.

Your performance share award is subject to all the terms and provisions of the Plan, which terms and provisions are expressly incorporated into and made a part of the award as if set forth in full herein. A copy of the Plan can be found on www.dovercorporation.com/investorinformation.asp in the SEC Filings, Proxy Filing on 3/24/2009 Appendix A.

In addition, your award is subject to the following:

1. Within two and one-half months following the end of the performance period, Dover will distribute to you the shares of Dover Common Stock in payment of your performance share award if Dover has reached certain levels of TSR in comparison to the TSRs of the companies in its peer group as set forth in the Performance Share Payout Table, and the other conditions of your award are satisfied.
2. By accepting this award, you hereby consent to the collection, use and transfer of any personally identifiable information about you relating to your participation in the Plan to Dover and its affiliates for the purpose of administering this performance share award. Your personal information may be transferred to the United States, a jurisdiction that may not have an equivalent level of data protection as the laws in your home country. Dover and its affiliates will take reasonable steps to ensure the security of your personal information and to avoid unauthorized or accidental access, erasure or other use. Your personal information will only be held as long as necessary to administer the Plan or this performance share award. You may, at any time, request access to your personal information held about you in connection with this performance share award and make any necessary amendments to your personal information or withdraw your consent. Withdrawing your consent may affect Dover and its affiliates’ ability to administer the performance share award.
3. Your award is not transferable by you other than by will or the laws of descent and distribution.
4. Dover and your employer reserve the right to amend, modify, or terminate the Plan at any time in their discretion without notice.

I hereby acknowledge and agree that I have reviewed the Plan and this agreement and agree to the terms and conditions set forth herein and therein. By signing and returning one copy of this award agreement, I hereby consent to the collection, use and transfer of my personally identifiable information to Dover and its affiliates for the purpose of administering the performance share award. I further consent to the transfer of my personal information to the United States, a jurisdiction that may not have an equivalent level of data protection as the laws in my home country.

This award agreement shall only become effective upon receipt by Dover of your signed copy of this agreement

Employee

President

Date

Revised February, 2012

DATE: «Date»
TO: «First_Name» «Last_Name»
«Company_Name»

Performance Share Payout Table

Peer Group Companies:

Subject to change, the following 38 companies constitute Dover's peer group of companies. This group may change due to mergers, acquisitions, bankruptcies, changes in business of other reasons deemed appropriate by the Compensation Committee.

3M Company, Actuant Corp., Ametek, Inc., Amphenol Corp., Cameron International Corporation, Carlisle Cos. Inc., Cooper Industries Inc., Corning Inc., Crane Co., Danaher Corp., Eaton Corp., Emerson Electric Co., Flowserve Corporation, FMC Technologies, Inc., Gardner Denver Inc., Honeywell International, Inc., Hubbell Incorporated, IDEX Corporation, Illinois Tool Works Inc., Ingersoll-Rand Plc, Lennox International Inc., Nordson Corp., Pall Corporation, Parker-Hannifin Corp., Pentair Inc., Precision Castparts Corp., Regal-Beloit Corp., Rockwell Automation, Inc., Roper Industries Inc., Snap-On Inc., SPX Corporation, Teledyne Technologies Inc., Textron, Inc., Thomas & Betts Corp., The Timken Company, Tyco International Ltd., United Technologies Corp., Vishay Intertechnology Inc. and Weatherford International Ltd.

Payout Formula:

Dover 3-year TSR Performance Relative to TSR. of Peer Group Companies	Payout Level	Payout Percentage of Target Grant
> 75 th Percentile	Maximum	200%
50 th Percentile	Target	100%
35 th Percentile	Threshold	50%
< 35 th Percentile	Below Threshold	0%

The formula will be applied on a sliding scale between the "Threshold" and "Maximum" payout levels, based on Dover's 3-year TSR relative to the TSR of the peer group companies for the performance period.

TSR Definition

TSR = (change in stock price plus dividends) / (initial value)

Change in stock price is the difference in the closing price of a share of such company's common equity securities on the last trading day of the base year and the closing price of a share of such company's common equity securities on the last trading day of the last year of the performance period.

Dividends equals dividends per share of such company's common equity securities paid during the performance period.

The initial value is the closing price of a share of such company's common equity securities on the last trading day of the base year.

If a peer group company has more than one class of common equity securities, TSR for that company will be based on its class of publicly traded common equity securities that has the highest aggregate market value of outstanding shares held by non-affiliates, as set forth in the company's most recent annual report.

US\$1,000,000,000

FIVE-YEAR CREDIT AGREEMENT

dated as of

November 10, 2011,

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, 2011 (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 1.01. 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 2.18.

“Adjusted European Interbank Offered Rate” applicable to any Eurocurrency Borrowing denominated in Euro for any Interest Period means a rate per annum (rounded upward, if necessary, to the next higher 1/100 of 1%) equal to the European Interbank Offered Rate for Euro for such Interest Period.

“Adjusted London Interbank Offered Rate” applicable to any Eurocurrency Borrowing denominated in US Dollars for any Interest Period means a rate per annum (rounded upward, if necessary, to the next higher 1/100 of 1%) equal to (a) the London Interbank Offered Rate for the applicable currency for such Interest Period multiplied by (b) the Statutory Reserve Rate; provided that, with respect to any Eurocurrency Borrowing denominated in Sterling, the Adjusted London Interbank Offered Rate means a rate per annum (rounded upward, if necessary, to the next higher 1/100 of 1%) equal to the London Interbank Offered Rate for Sterling for such Interest Period.

“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 7.11, any Agent Designee.

“Agent Designee” has the meaning set forth in Section 7.11.

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

“Agreement Currency” has the meaning set forth in Section 10.11(b).

“Alternate Base Rate” means, for any day, a rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) 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 London Interbank Offered 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 London Interbank Offered Rate on any day shall be based on the rate per annum appearing on the Reuters “LIBOR01” screen displaying British Bankers’ Association Interest Settlement Rates (or on any successor or substitute screen provided by Reuters, or any successor to or substitute for such service, providing rate quotations comparable to those currently provided on such screen, as determined by the Agent from time to time for purposes of providing quotations of interest rates applicable to deposits in US Dollars in the London interbank market) at approximately 11:00 a.m., London time, on such day for deposits in US Dollars with a maturity of one month. Any change in the Alternate Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate or the Adjusted London Interbank Offered 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 London Interbank Offered Rate, respectively.

2.20. “Alternate US Dollar Loan” shall mean a Loan denominated in US Dollars made by a Specified Increasing Lender as provided in Section

“Applicable Creditor” has the meaning set forth in Section 10.11(b).

“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 Eurocurrency Loan, any ABR Loan or with respect to the facility fees payable hereunder, as the case may be, the applicable rate per annum set forth below under the caption “Eurocurrency 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:

Index Debt Ratings	Eurocurrency Spread	ABR Spread	Facility Fee Rate
Category 1 Aa3/AA- or higher	0.565%	0.000%	0.060%
Category 2 A1/A+	0.680%	0.000%	0.070%
Category 3 A2/A	0.795%	0.000%	0.080%
Category 4 A3/A-	0.900%	0.000%	0.100%
Category 5 Baa1/BBB+	1.000%	0.000%	0.125%
Category 6 Baa2/BBB or lower	1.225%	0.225%	0.150%

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 6; (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 6, 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 6, in which case the Applicable Rate shall be determined by reference to Category 6 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 10.06, and accepted by the Agent, in the form of Exhibit 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 Type, in the same currency and to the same Borrower made, converted or continued on the same date and, in the case of Eurocurrency 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 Designated Foreign Currency that has a US Dollar Equivalent of at least 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 2.15, 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 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 Eurocurrency Loan bearing interest by reference to the Adjusted London Interbank Offered Rate, the term “Business Day” shall also exclude any day on which banks are not open for dealings in deposits in the applicable currency in the London interbank market or any day on which banks in London are not open for general business and (b) when used in connection with a Eurocurrency Loan bearing interest by reference to the Adjusted European Interbank Offered Rate, the term “Business Day” shall also exclude any day on which the TARGET 2 payment system is not open for the settlement of payments in Euro or any day on which banks in London are not open for general business.

“Calculation Date” means (a) the last Business Day of each calendar quarter, if any Borrowing denominated in a Designated Foreign Currency shall be outstanding on such day, and (b) with respect to a requested new Borrowing denominated in a Designated Foreign Currency, the day that is two Business Days immediately preceding the date on which such Borrowing is to be made; provided that the Agent may in addition designate the last day of any other month as a Calculation Date if it reasonably determines that there has been more than usual volatility in the applicable foreign currency markets.

“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.

“Charges” has the meaning set forth in Section 10.12.

“Closing Date” means the date on or after the Effective Date on which the Agent shall have received the documents specified in or pursuant to Section 4.01.

“Commitment” means, with respect to each Lender, the commitment of such Lender to make Loans hereunder, denominated in US Dollars and expressed as an amount representing the maximum aggregate amount of such Lender’s Revolving Credit Exposure hereunder, as such commitment may be (a) reduced from time to time pursuant to Section 2.09 or 2.10, (b) increased from time to time pursuant to Section 2.18 and (c) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 10.06. The initial amount of each Lender’s 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 Commitment, as applicable. The initial aggregate amount of the Lenders’ Commitments is US\$1,000,000,000.

“Company” means Dover Corporation, a Delaware corporation, its successors and permitted assigns in accordance with Section 10.06.

“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 noncontrolling 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.

“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, or (ii) 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 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 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 and Sterling.

“DFC Percentage” means, at any time, a fraction, expressed as a percentage, of which the numerator is the aggregate amount of Designated Foreign Currency Borrowings outstanding at such time and the denominator is the aggregate Commitments of all the Lenders other than the Specified Increasing Lenders in effect at such time.

“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 this Agreement becomes effective in accordance with Section 10.09.

“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 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.

“Euro” or “€” means the single currency of the European Union.

“Eurocurrency”, when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, shall bear interest at a rate determined by reference to the Adjusted London Interbank Offered Rate (in the case of Loans and Borrowings denominated in US Dollars or Sterling) or the Adjusted European Interbank Offered Rate (in the case of Loans and Borrowings denominated in Euro).

“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 in US Dollars and Designated Foreign Currencies.

“European Interbank Offered Rate” means, with respect to any Eurocurrency Borrowing denominated in Euro for any Interest Period, the percentage per annum determined by the Banking Federation of the European Union (as reflected on the applicable Reuters screen (or any successor to or substitute for such service providing rate quotations comparable to those currently provided by Reuters, as determined by the Agent from time to time for purposes of providing quotations of interest rates applicable to deposits in Euro in the European interbank market) for such Interest Period, determined by the Agent as of approximately 11:00 a.m., Frankfurt time, on the Quotation Day for such Borrowing; provided that to the extent that an interest rate is not ascertainable pursuant to the foregoing provisions of this definition, the “European Interbank Offered Rate” shall be the arithmetic mean of the rates (rounded upwards to four decimal places), supplied to the Agent at its request by the Reference Banks (or such of the Reference Banks as shall supply such rates in response to such request), quoted by the Reference Banks to leading banks in the Banking Federation of the European Union for the offering of deposits in Euro for a period comparable to the Interest Period for such Borrowing, in each case as of 11:00 a.m., London time, on the Quotation Day for such Borrowing; provided further that if any such rate is below zero, the “European Interbank Offered Rate” will be deemed to be zero.

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

“Exchange Rate” means on any day, with respect to any Designated Foreign Currency, the rate at which such Designated Foreign Currency may be exchanged into US Dollars, as set forth at approximately 11:00 a.m., London time, on such day on the Reuters World Currency Page for such Designated Foreign Currency. In the event that such rate does not appear on any Reuters World Currency 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. In the absence of such an agreement, such Exchange Rate shall instead be the arithmetic average of the spot rates of exchange quoted to the Agent by reference banks (which shall be comprised of any three of the Agent and the Syndication Agents, as shall be selected by the Agent) in the markets where such reference banks’ foreign currency exchange operations in respect of such Designated Foreign Currency are then being conducted, at or about 11:00 a.m., local time, on such date for the purchase of US Dollars for delivery two Business Days later. In the event that such arithmetic average shall be used for the determination of the Exchange Rate, the Agent shall promptly indicate in a notice to the Company the names of the reference banks selected by it and the calculation details of such arithmetic average; provided that if at the time of any such determination, for any reason, no such spot rate is being quoted, the Exchange Rate shall be the commercial market rate of exchange as determined by the Agent by any reasonable method it deems appropriate to determine such rate (and communicates to the Company), and such determination shall be conclusive absent manifest error.

“Existing Credit Agreement” means the Five-Year Credit Agreement dated as of November 9, 2007, among the Company, the Borrowing Subsidiaries party thereto, the lenders named therein, Deutsche Bank Securities Inc., as Syndication Agent, Bank of America, N.A., The Royal Bank of Scotland plc and Wachovia Bank, National Association, as Documentation Agents, and JPMCB, as administrative agent.

“FATCA” means Sections 1471 through 1474 of the Internal Revenue Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with) and any current or future regulations or official interpretations thereof.

“Federal Funds Effective Rate” means, for any day, the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a Business Day, the average of the quotations for the day of such transactions received by the Agent from three Federal funds brokers of recognized standing selected by it.

“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 2.18.

“Indemnitee” has the meaning set forth in Section 10.03(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 2.07.

“Interest Period” means (a) with respect to each Eurocurrency Borrowing, each period commencing on the date of such Borrowing or on the last day of the preceding Interest Period applicable thereto and ending one, two, three or six months thereafter, as the applicable Borrower may elect in the applicable Notice of Borrowing or Interest Election Request; provided that:

(i) any Interest Period which would otherwise end on a day which is not a Business Day shall be extended to the next succeeding Business Day unless such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day;

(ii) any Interest Period which begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall, subject to clause (iii) below, end on the last Business Day of a calendar month; and

(iii) no Interest Period shall end after the Maturity Date.

(b) with respect to each ABR Borrowing, each period commencing on the date of such Borrowing or on the last day of the preceding Interest Period applicable thereto and ending on the last day of each March, June, September and December thereafter; provided that:

(i) any Interest Period which would otherwise end on a day which is not a Business Day shall be extended to the next succeeding Business Day; and

(ii) any Interest Period which would otherwise end after the Maturity Date shall end on the Maturity Date.

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

“JPMCB” means JPMorgan Chase Bank, N.A.

“Judgment Currency” has the meaning set forth in Section 10.11(b).

“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 2.18, other than any such Person that shall have ceased to be a party hereto pursuant to Section 10.06(c).

“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.

“London Interbank Offered Rate” means, with respect to any Eurocurrency Borrowing for any Interest Period, the rate per annum determined by the Agent as of approximately 11:00 a.m., London time, on the Quotation Day for such Interest Period by reference to the British Bankers’ Association Interest Settlement Rates for deposits in the currency of such Borrowing (as reflected on the applicable Reuters “LIBOR01” screen (or on any successor or substitute screen provided by Reuters, or any successor to or substitute for such service, providing rate quotations comparable to those currently provided on such screen, as determined by the Agent from time to time for purposes of providing quotations of interest rates applicable to currency deposits in the London interbank market), for a period equal to such Interest Period; provided that, to the extent that an interest rate is not ascertainable pursuant to the foregoing provisions of this definition, the “London Interbank Offered Rate” shall be the average (rounded upward, if necessary, to the next 1/100 of 1%) of the respective interest rates per annum at which deposits in the currency of such Borrowing are offered for such Interest Period to major banks in the London interbank market by JPMCB at approximately 11:00 a.m., London time, on the Quotation Day for such Interest Period; provided further that if any such rate is below zero, the “London Interbank Offered Rate” will be deemed to be zero.

“Mandatory Costs Rate” has the meaning set forth in Exhibit C hereto.

“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 exceeding the US Dollar Equivalent of US\$75,000,000.

“Material Plan” means at any time a Plan or Plans having aggregate Unfunded Liabilities in excess of US\$75,000,000.

“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, 2016.

“Maximum Rate” has the meaning set forth in Section 10.12.

“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.

“Notice of Borrowing” has the meaning set forth in Section 2.02.

“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 and (ii) 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 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 Taxes” has the meaning set forth in Section 8.04(b).

“Parent” means, with respect to any Lender, any Person Controlling such Lender.

“Participant” has the meaning set forth in Section 10.06(b).

“Participant Register” has the meaning set forth in Section 10.06(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 10.18(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, with respect to any Eurocurrency Borrowing and any Interest Period, the day on which it is market practice in the Relevant Interbank Market for prime banks to give quotations for deposits in the currency of such Borrowing for delivery on the first day of such Interest Period, as determined by the Agent. If such quotations would normally be given by prime banks on more than one day, the Quotation Day will be the last of such days.

“Reference Banks” means the principal London office of JPMCB or such other banks as may be appointed by the Agent in consultation with the Company.

“Refunding Borrowing” means a Borrowing which, after application of the proceeds thereof, results in no net increase in the outstanding principal amount of Loans made by any Lender.

“Register” has the meaning set forth in Section 2.04(e).

“Regulation D” means Regulation D 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, the London interbank market and (b) with respect to Euros, the European interbank market.

“Required Lenders” means at any time Lenders having more than 50% of the aggregate amount of the Commitments, or if the Commitments have been terminated, holding Loans evidencing more than 50% of the aggregate US Dollar Equivalents of the unpaid principal amounts of the Loans.

“Reset Date” has the meaning set forth in Section 1.04.

“Revolving Credit Period” means the period from and including the Effective Date to but excluding the Maturity Date.

“Revolving Credit Exposure” means, with respect to any Lender at any time, the sum of the US Dollar Equivalents of the outstanding principal amounts of such Lender’s Loans at such time.

“S&P” means Standard & Poor’s Ratings Group, a division of The McGraw-Hill Companies, Inc., and any successor to its rating agency business.

“Specified Increasing Lender” means any Increasing Lender that (a) provides a new Commitment pursuant to Section 2.18, (b) is not a Lender immediately prior to the time such new Commitment becomes effective and (c) informs the Agent that it is unable to make Loans to the Borrowers in a Designated Foreign Currency.

“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.

“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.

“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” has the meaning set forth in Section 8.04(a).

“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 London Interbank Offered Rate (in the case of Loans denominated in US Dollars or Sterling), the Adjusted European Interbank Offered Rate (in the case of Loans denominated in Euro) or the Alternate Base Rate (in the case of Loans denominated in US Dollars).

“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.

“Wholly-Owned Consolidated Subsidiary” means any Consolidated Subsidiary all of the shares of Equity Interests in which (except directors’ qualifying shares and other nominal amounts of Equity Interests that are required to be held by other Persons under applicable law) are at the time directly or indirectly owned by the Company.

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 “Eurocurrency Loan” or “Eurocurrency Borrowing”)

SECTION 1.04. Exchange Rates. (a) Not later than 12:00 p.m., London time, on each Calculation Date, the Agent shall determine the Exchange Rate as of such Calculation Date with respect to each Designated Foreign Currency that is represented by an outstanding Borrowing as of such Calculation Date. The Agent shall advise the Company of any such determination upon request. The Exchange Rates so determined shall become effective on the first Business Day immediately following the relevant Calculation Date (a “Reset Date”), shall remain effective until the next succeeding Reset Date, and shall for all purposes of this Agreement (other than Section 10.11 or any other provision expressly requiring the use of a current exchange rate) be the Exchange Rates employed in converting any amounts between US Dollars and Designated Foreign Currencies.

(b) Not later than 12:00 p.m., London time, on each Reset Date and each date on which Loans denominated in any Designated Foreign Currency are made, the Agent shall (i) determine the aggregate amount of the US Dollar Equivalents of the principal amounts of the Loans denominated in Designated Foreign Currencies then outstanding (after giving effect to any Loans denominated in Designated Foreign Currencies made or repaid on such date) and (ii) notify the Lenders and the Company of the results of such determination.

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 to Lend. During the Revolving Credit Period, each Lender agrees, on the terms and conditions set forth in this Agreement, to make loans to any Borrower in US Dollars (in the case of both ABR Loans and Eurocurrency Loans) or (in the case of Eurocurrency Loans only) any Designated Foreign Currency, pursuant to this Section from time to time in amounts such that (a) the Revolving Credit Exposure of such Lender at any time shall not exceed the amount of its Commitment and (b) the aggregate Revolving Credit Exposures of the Lenders shall not exceed the aggregate Lenders’ Commitments. Each Borrowing under this Section shall be in an aggregate principal amount at least equal to the Borrowing Minimum and an integral multiple of the Borrowing Multiple and shall be made from the Lenders ratably in proportion to their respective Commitments, it being understood that 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. Within the foregoing limits, any Borrower may borrow, repay or, subject to Section 2.11, prepay Loans and reborrow at any time during the Revolving Credit Period.

SECTION 2.02. Notice of Borrowing. To request a Borrowing, the applicable Borrower, or the Company on behalf of the applicable Borrowing Subsidiary, shall give the Agent a written notice (a “Notice of Borrowing”) (a) in the case of a Eurocurrency Borrowing denominated in US Dollars, not later than 12:00 noon, New York City time, three Business Days before the date of the proposed Borrowing, (b) in the case of a Eurocurrency Borrowing denominated in a Designated Foreign Currency, not later than 9:00 a.m., London time, three Business Days before the date of the proposed Borrowing, or (c) in the case of an ABR Borrowing, not later than 12:00 noon, New York City time, on the Business Day of the proposed Borrowing, specifying:

- (i) the Borrower requesting such Borrowing (or on which Borrowing Subsidiary’s behalf the Company is requesting such Borrowing),
- (ii) the date of such Borrowing, which shall be a Business Day,
- (iii) the aggregate principal amount and currency of such Borrowing,
- (iv) the Type of such Borrowing (with such Borrowing, in the case of Borrowings denominated in US Dollars, permitted to be either an ABR Borrowing or a Eurocurrency Borrowing or, in the case of Borrowings denominated in any Designated Foreign Currency, permitted to be only an Eurocurrency Borrowing),
- (v) in the case of a Eurocurrency Borrowing, the duration of the Interest Period applicable thereto, subject to the provisions of the definition of the term “Interest Period”, and
- (vi) the location and number of the relevant Borrower’s account to which funds are to be disbursed, which shall comply with the requirements of Section 2.03.

SECTION 2.03. Notice to Lenders; Funding of Loans.

(a) Upon receipt of a Notice of Borrowing, the Agent shall promptly notify each Lender of the contents thereof and of such Lender's share of such Borrowing and such Notice of Borrowing shall not thereafter be revocable by the Company or the relevant Borrower.

(b) Not later than 2:00 p.m., New York City time (or, if the applicable Notice of Borrowing is delivered to the Agent in London (in the case of Eurocurrency Loans in Designated Foreign Currencies only), 11:00 a.m., London time), on the date of each Borrowing, each Lender shall (except as provided in paragraph (c) of this Section) make available its share of such Borrowing, by wire transfer of immediately available funds, to the account of the Agent most recently designated by it for such purpose by notice to the Lenders. The Agent will make the funds so received from the Lenders available to the relevant Borrower by remitting to such account as may be specified by the Company and consented to by the Agent (such consent not to be unreasonably withheld) and designated by the Borrower or the Company on behalf of the relevant Borrowing Subsidiary in the applicable Notice of Borrowing.

(c) If any Lender makes a new Loan hereunder on a day on which a Borrower is to repay all or any part of an outstanding Loan from such Lender, such Lender shall apply the proceeds of its new Loan to make such repayment and only an amount equal to the difference (if any) between the amount being borrowed and the amount being repaid shall be made available by such Lender to the Agent as provided in subsection (b).

(d) Unless the Agent shall have received notice from a Lender prior to the time 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 to the Agent on the date of such Borrowing in accordance with paragraphs (b) and (c) of this Section 2.03 and the Agent may, in reliance upon such assumption, make available to the relevant Borrower on such date a corresponding amount. If and to the extent that such Lender shall not have so made such share available to the Agent, such Lender and such Borrower severally agree to repay to the Agent forthwith on demand such corresponding amount together with interest thereon, for each day from the date such amount is made available to such Borrower until the date such amount is repaid to the Agent, at (i) in the case of such Borrower, a rate per annum equal to the interest rate applicable thereto pursuant to Section 2.06 and (ii) in the case of such Lender, the greater of (x)(A) the Federal Funds Effective Rate, in the case of Loans denominated in US Dollars and (B) the rate reasonably determined by the Agent to be the cost to it of funding such amount, in the case of Loans denominated in a Designated Foreign Currency, and (y) a rate determined by the Agent in accordance with banking industry rules on interbank compensation. If such Lender shall repay to the Agent such corresponding amount (prior to such Borrower's having done so), such amount so repaid shall constitute such Lender's Loan included in such Borrowing for purposes of this Agreement. For the avoidance of doubt, interest paid by any Lender under this Section 2.03(d) shall not be included in such Lender's Loan or be otherwise considered a Borrowing.

SECTION 2.04. Repayment of Loans; Evidence of Debt. (a) Each Borrower hereby agrees to repay on the Maturity Date the outstanding principal balance of each Loan made to such Borrower.

(b) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of each Borrower to the appropriate lending office of such Lender resulting from each Loan made by such lending office of such Lender from time to time, including the amounts of principal and interest payable and paid such lending office of such Lender from time to time under this Agreement.

(c) The Agent shall maintain the Register pursuant to Section 2.04(e), and a subaccount for each Lender, in which Register and accounts (taken together) shall be recorded (i) the amount and currency of each Loan made hereunder, the Type of each Loan made and 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 or under any other Loan Document for the account of the Lenders and each Lender's share thereof.

(d) The entries made in the Register and accounts maintained pursuant to paragraph (b) and (c) of this Section 2.04 shall be, to the extent permitted by applicable law, prima facie evidence of the existence and amounts of the obligations recorded therein; provided, however, that the failure of any Lender or the Agent to maintain such account, such Register or such subaccount, as applicable, or any error therein shall not in any manner affect the obligation of any Borrower to repay the Loans made to such Borrower by such Lender in accordance with their terms.

(e) The Agent, acting for this purpose as a non-fiduciary agent of each Borrower, shall maintain a copy of each Assignment and Assumption and each Accession Agreement delivered to it and records of the names and addresses of the Lenders, and the Commitment of, and principal amount of the Loans owing to, each Lender pursuant to the terms hereof from time to time (such records being referred to as the "Register"). Absent manifest error the entries in the Register shall be conclusive and the Borrowers, the Agent 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 any Loan Document, notwithstanding notice to the contrary. The Register shall be available for inspection by the Company and, as to itself, any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(f) Any Lender may request that Loans made by it be evidenced by a promissory note. In such event, each Borrower shall execute and deliver to such Lender a promissory note payable to the order of such Lender (or, if requested by such Lender, to such Lender and its registered assigns) and in substantially the form attached hereto as Exhibit F. Thereafter, the Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 10.06) be represented by one or more promissory notes in such form payable to the order of the payee named therein (or, if such promissory note is a registered note, to such payee and its registered assigns).

SECTION 2.05. Maturity of Loans. Each Loan included in any Borrowing shall mature, and the principal amount thereof and all interest accrued thereon shall be due and payable, on the Maturity Date.

SECTION 2.06. Interest Rates. (a) Each ABR Loan shall bear interest on the outstanding principal amount thereof, for each day from the date such Loan is made to but excluding the date of the actual payment, at a rate per annum equal to the Applicable Rate plus the Alternate Base Rate for such day. Such interest shall be payable for each Interest Period on the last day thereof. Any overdue principal of or interest on any ABR Loan shall bear interest, payable on demand, for each day until paid at a rate per annum equal to the sum of 2% per annum plus the rate otherwise applicable to such ABR Loan for such day.

(b) Each Eurocurrency Loan shall bear interest on the outstanding principal amount thereof, for the Interest Period applicable thereto, at a rate per annum equal to the Applicable Rate plus the applicable Adjusted London Interbank Offered Rate (if such Loan is denominated in US Dollars or Sterling) or the applicable Adjusted European Interbank Offered Rate (if such Loan is denominated in Euro). Such interest shall be payable for each Interest Period on the last day thereof and, if such Interest Period is longer than three months, at intervals of three months after the first day thereof. Any overdue principal of or interest on any Eurocurrency Loan shall bear interest, payable on demand, for each day until paid at a rate per annum equal to the sum of 2% per annum plus the rate otherwise applicable to such Eurocurrency Loan for such day.

(c) The Agent shall determine each interest rate applicable to the Loans hereunder. The Agent shall give prompt notice to the relevant Borrowers and the Lenders of each rate of interest so determined, and its determination thereof shall be conclusive in the absence of manifest error.

SECTION 2.07. Interest Elections. (a) Each Borrowing initially shall be of the Type indicated in the applicable Notice of Borrowing and, in the case of a Eurocurrency Borrowing, shall have an initial Interest Period as specified in such Notice of Borrowing. Thereafter, the relevant Borrower may elect to convert any such Borrowing denominated in US Dollars to a Borrowing of a different Type or to continue any such Borrowing and, in the case of a Eurocurrency Borrowing, may elect Interest Periods therefor, all as provided in this Section. A Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered, other than for purposes of Section 4.02, a separate Borrowing.

(b) To make an election pursuant to this Section, the applicable Borrower, or the Company on behalf of the applicable Borrowing Subsidiary, shall notify the Agent of such election by the time that a Notice of Borrowing would be required under Section 2.02 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 Interest Election Request shall be irrevocable and shall be made by hand delivery or fax to the Agent of a written Interest Election Request in a form approved by the Agent and signed by the relevant Borrower, or by the Company on its behalf.

(c) Each written Interest Election Request shall specify the following information in compliance with Section 2.01:

(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) whether the resulting Borrowing is to be an ABR Borrowing (solely in the case of Borrowings denominated in US Dollars) or a Eurocurrency Borrowing; and

(iv) if the resulting Borrowing is a Eurocurrency 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 Eurocurrency Borrowing but does not specify an Interest Period, then the relevant Borrower shall be deemed to have selected an Interest Period of one month's duration. In the event of any conversion of a Eurocurrency 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.

(d) Promptly following receipt of an Interest Election Request, the Agent shall advise each Lender of the details thereof and of such Lender's portion of each resulting Borrowing.

(e) If the relevant Borrower fails to deliver a timely Interest Election Request with respect to a Eurocurrency Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be (i) in the case of a Borrowing denominated in US Dollars, converted to an ABR Borrowing and (ii) in the case of a Borrowing denominated in a Designated Foreign Currency, be continued as a Eurocurrency Borrowing with an Interest Period of one month's duration. 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 Company, then, so long as an Event of Default is continuing (A) no outstanding Borrowing denominated in US Dollars may be converted to or continued as a Eurocurrency Borrowing, (B) unless repaid, each Eurocurrency Borrowing denominated in US Dollars shall be converted to an ABR Borrowing at the end of the Interest Period applicable thereto and (C) no outstanding Borrowing denominated in a Designated Foreign Currency may be continued as a Eurocurrency Borrowing with an Interest Period of longer than one month's duration.

SECTION 2.08. Facility Fees. The Company shall pay or cause the Borrowing Subsidiaries to pay to the Agent in US Dollars, for the accounts of the Lenders, facility fees at the relevant Facility Fee Rate specified in the definition of the term "Applicable Rate". Such facility fees shall accrue for the account of each Lender (a) from and including the date hereof to but excluding the date on which the Commitments are terminated in their entirety, on the daily amount of the Commitment (whether used or unused) of such Lender and (b) from and including the date on which the Commitments are terminated in their entirety to but excluding the date on which the Loans shall be repaid in their entirety, on the daily amount of the Revolving Credit Exposure of such Lender. Accrued facility fees shall be payable quarterly in arrears on each March 31, June 30, September 30 and December 31 and upon the date of termination of the Commitments in their entirety (and, if Loans shall be outstanding thereafter, then such facility fee shall be payable on demand).

SECTION 2.09. Optional Termination or Reduction of Commitments. The Company may, upon at least three Business Days' prior notice to the Agent, (i) terminate the Commitments in their entirety at any time, if no Loans are outstanding at such time or (ii) ratably reduce the Commitments from time to time by an aggregate amount at least equal to the Borrowing Minimum and an integral multiple of the Borrowing Multiple; provided that if, after giving effect thereto, the aggregate Revolving Credit Exposure would exceed the aggregate amount of the Commitments, the Commitments may be reduced only if the outstanding Loans are concurrently prepaid in an amount that would be necessary to eliminate such excess, together with a payment of any redeployment costs payable pursuant to Section 2.13. Any termination or reduction of the Commitments under this Section 2.09 shall be permanent.

SECTION 2.10. Mandatory Termination of Commitments. Unless previously terminated, the Commitments shall terminate on the Maturity Date.

SECTION 2.11. Prepayments. (a) Any Borrower may, upon at least three Business Days' notice to the Agent, delivered no later than 12:00 noon, New York City time (or, if such payment relates to a Borrowing denominated in a Designated Foreign Currency, 11:00 a.m., London time), prepay any ABR Borrowing or Eurocurrency Borrowing in whole at any time or from time to time in part in amounts at least equal to the Borrowing Minimum that are multiples of the Borrowing Multiple, together with accrued interest thereon to the date of prepayment.

(b) In the event and on each occasion that the aggregate amount of the Revolving Credit Exposures exceeds 105% of the aggregate amount of the Commitments, the Borrowers shall promptly prepay Borrowings in an aggregate amount equal to the amount in excess of such aggregate amount of the Commitments, together with accrued interest on the amount prepaid to the date of prepayment. The Agent shall promptly notify (i) the Company in the event it determines that any prepayment is required under this paragraph and (ii) each Lender of such Lender's ratable share of such prepayment.

(c) If prepayment of a Eurocurrency Loan occurs other than at the end of an applicable Interest Period, then the prepayment will be subject to compensation in respect to redeployment costs as provided in Section 2.13. Each prepayment under this Section 2.11 shall be applied to prepay ratably the Loans of the Lenders included in such prepaid Borrowings.

(d) Upon receipt of a notice of prepayment pursuant to paragraph (a) of this Section, the Agent shall promptly notify each Lender of the contents thereof and of such Lender's ratable share of such prepayment and such notice shall not thereafter be revocable by the Company or the relevant Borrower.

SECTION 2.12. General Provisions as to Payments.

(a) Each Borrower shall make each payment of principal of, and interest on, the Loans and of fees hereunder or under any other Loan Document, not later than 12:00 noon, New York City time (or, if such payment relates to a Borrowing denominated in a Designated Foreign Currency, 11:00 a.m., London time) on the date when due, in immediately available funds, without set-off or counterclaim, to the Agent at its address referred to in Section 10.01 (or, if such payment relates to a Borrowing in a Designated Foreign Currency, to the Agent's London address referred to in Section 10.01) or at such other offices as the Agent shall from time to time specify in a notice delivered to the Company. The Agent will promptly distribute to each Lender its ratable share of each such payment received by the Agent for the account of the Lenders. Whenever any payment of principal of, or interest on, the ABR Loans or of fees shall be due on a day which is not a Business Day, the date for payment thereof shall be extended to the next succeeding Business Day. Whenever any payment of principal of, or interest on, the Eurocurrency Loans shall be due on a day which is not a Business Day, the date for payment thereof shall be extended to the next succeeding Business Day unless such Business Day falls in another calendar month, in which case the date for payment thereof shall be the next preceding Business Day. If the date for any payment of principal is extended by operation of law or otherwise, interest thereon shall be payable for such extended time. All payments hereunder of principal or interest in respect of any Loan (or of any breakage indemnity in respect of any Loan) shall be made in the currency of such Loan; all other payments hereunder and under each other Loan Document shall be made in US Dollars, except as otherwise expressly provided.

(b) Unless the Agent shall have received notice from the relevant Borrower, or from the Company on behalf of the relevant Borrower, prior to the date on which any payment is due to the Lenders hereunder or under any other Loan Document that such Borrower will not make such payment in full, the Agent may assume that such Borrower has made such payment in full to the Agent on such date and the Agent may, in reliance upon such assumption, cause to be distributed to each Lender on such due date an amount equal to the amount then due such Lender. If and to the extent that such Borrower shall not have so made such payment, each Lender agrees to repay to the Agent forthwith on demand such amount distributed to such Lender together with interest thereon, for each day from the date such amount is distributed to such Lender until the date such Lender repays such amount to the Agent, at the greater of (i)(A) the Federal Funds Effective Rate, in the case of Loans denominated in US Dollars, and (B) the rate reasonably determined by the Agent to be the cost to it of funding such amount, in the case of Loans denominated in a Designated Foreign Currency, and (ii) a rate determined by the Agent in accordance with banking industry rules on interbank compensation.

(c) Any payment required to be made to any Borrower by the Agent hereunder or under any other Loan Document 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.

(d) If at any time insufficient funds are received by and available to the Agent to pay fully all amounts of principal, interest and fees then due hereunder, such funds shall be applied towards payment of the amounts then due hereunder ratably among the parties entitled thereto, in accordance with the amounts then due to such parties.

(e) If any Lender shall fail to make any payment required to be made by it hereunder to or for the account of the Agent (including any payment pursuant to Sections 2.03(d), 2.12(b) and 7.06), then the Agent may, in its discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by the Agent for the account of such Lender to satisfy such Lender's obligations in respect of such payment until all such unsatisfied obligations have been discharged.

SECTION 2.13. Funding Losses. In the event of the payment of any amount of principal with respect to any Eurocurrency Loan (pursuant to Article VI or VIII or otherwise) on any day other than the last day of the Interest Period applicable thereto, or any conversion of any Eurocurrency Loan other than on the last day of the Interest Period applicable thereto, or if any Borrower fails to borrow any Eurocurrency Loans after notice has been given to any Lender in accordance with Section 2.03(a), or if any Borrower fails to prepay any Eurocurrency Loan on a date specified therefor in any notice of prepayment delivered pursuant hereto or to convert or continue any Eurocurrency Loan on the date specified in any notice delivered pursuant hereto, or at the request of the Company under Section 8.06 any Eurocurrency Loan is assigned other than on the last day of the Interest Period applicable thereto, the relevant Borrower shall reimburse each Lender within 15 days after demand for any resulting loss or expense incurred by it (or by an existing or prospective Participant in the related Loan), including (without limitation) any loss incurred in obtaining, liquidating or employing deposits from third parties, but excluding loss of margin for the period after any such payment or failure to borrow; provided that such Lender shall have delivered to such Borrower, or to the Company on its behalf, a certificate as to the amount of such loss or expense and accompanied by a certificate of such Lender explaining in reasonable detail the method by which such amount shall have been determined, which certificate shall be conclusive in the absence of manifest error.

SECTION 2.14. Computation of Interest and Fees. Interest hereunder computed by reference to the Alternative Base Rate at times when the Alternative Base Rate is based on the Prime Rate, shall be computed on the basis of a year of 365 days and paid for the actual number of days elapsed (including the first day but excluding the last day). All other interest and fees shall be computed on the basis of a year of 360 days (except in the case of Loans denominated in Sterling, for which a year of 365 days will be used for purposes of computing interest) and paid for the actual number of days elapsed (including the first day but excluding the last day).

SECTION 2.15. 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 for such Lender to extend credit to such Subsidiary (in which case such Subsidiary shall not become a Borrowing Subsidiary), such Subsidiary shall for all purposes of this Agreement be 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 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 under this Agreement. Notwithstanding any provision of this Agreement obligating a Lender to make a Loan, each Lender may, at its option, make any Loan available to any Borrowing Subsidiary that is incorporated in, or conducts business in, a jurisdiction outside the United States by causing any foreign or domestic branch or Affiliate of such Lender to make such Loan.

SECTION 2.16. Foreign Subsidiary Costs. (a) If the cost to any Lender of making or maintaining any Loan to a 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 Borrowing Subsidiary 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 2.16 in respect of any costs resulting from such event, only be entitled to payment under this Section 2.16 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 2.17. Additional Reserve Costs. (a) If and so long as any Lender is required to make special deposits with the Bank of England to maintain reserve asset ratios or to pay fees, in each case in respect of such Lender's Eurocurrency Loans, such Lender may require the relevant Borrower to pay, contemporaneously with each payment of interest on each of such Loans, additional interest on such Loans at a rate per annum equal to the Mandatory Costs Rate calculated in accordance with the formula and in the manner set forth in Exhibit C hereto.

(b) If and so long as any Lender is required to comply with reserve assets, liquidity, cash margin or other requirements of any monetary or other authority (including any such requirement imposed by the European Central Bank or the European System of Central Banks, but excluding requirements reflected in the Statutory Reserve Rate or the Mandatory Costs Rate) in respect of any of such Lender's Eurocurrency Loans, such Lender may require the relevant Borrower to pay, contemporaneously with each payment of interest on each of such Lender's Eurocurrency Loans subject to such requirements, additional interest on such Loans at a rate per annum specified by such Lender to be the cost to such Lender of complying with such requirements in relation to such Loans.

(c) Any additional interest owed pursuant to paragraph (a) or (b) above shall be determined by the relevant Lender, which determination shall be conclusive absent manifest error, and notified to the Company, or, if the relevant Borrower is a Borrowing Subsidiary, the Company on behalf of such Borrowing Subsidiary, accompanied by a certificate of such Lender explaining in reasonable detail the method by which such amount shall have been determined (with a copy to the Agent), at least five Business Days before each date on which interest is payable for the relevant Loan, and such additional interest so notified to the Company (either in its own capacity or on behalf of the relevant Borrowing Subsidiary) by such Lender shall be payable to the Agent for the account of such Lender on each date on which interest is payable for such Loan. Any Lender which notifies the Company (either in its own capacity or on behalf of the relevant Borrowing Subsidiary) and the Agent under this paragraph (c) shall promptly withdraw such notice (by written certificate of withdrawal given to the Company and the Agent) in the event such Lender shall become aware that the circumstances giving rise to such additional interest have ceased to exist. Any Lender claiming any indemnity payment or additional amounts payable pursuant to this Section 2.17 shall use reasonable efforts (consistent with legal and regulatory restrictions) to file any certificate or document reasonably requested in writing by the Company or to change the jurisdiction of its applicable lending office if the making of such a filing or change would avoid the need for or reduce the amount of any such indemnity payment or additional amounts that may thereafter accrue and would not, in the sole determination of such Lender, be otherwise disadvantageous to such Lender.

SECTION 2.18. Increase in Commitments. The Company may, by written notice to the Agent (which shall promptly deliver a copy to the 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 Commitments to be made available by the Increasing Lenders (or cause the Commitments of the Increasing Lenders to be increased, as the case may be) in an amount not less than US\$10,000,000 and in an aggregate amount that is an integral multiple of US\$1,000,000 for each Increasing Lender set forth in such notice, provided, however, that (a) the aggregate amount of all new Commitments and increases in existing Commitments pursuant to this paragraph during the term of this Agreement shall in no event exceed US\$500,000,000, (b) each Increasing Lender, if not already a Lender hereunder, shall be subject to the approval of the Agent (which approval shall not be unreasonably withheld) and (c) 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 substantially in the form set forth in Exhibit G (an “Accession Agreement”). New Commitments and increases in Commitments pursuant to this Section shall become effective on the date specified in the applicable notices delivered pursuant to this Section. 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 aggregate Commitments (or in the Commitment of any Lender) shall become effective under this Section 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 the chief financial officer or the chief accounting officer of the Company, to the effect that the conditions set forth in clauses (b), (c) and (d) of Section 4.02 shall be satisfied (with all references in such clauses to a Borrowing being deemed to be references to such increase). Following any extension of a new Commitment or increase of a Lender’s Commitment pursuant to this Section 2.18, any Loans 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.

SECTION 2.19. No Double Payment. The provisions of Sections 2.16, 2.17 and 8.03 shall apply without duplication, and no Lender shall be compensated more than once for a single loss, cost or expense of the sort referred to in such Sections.

SECTION 2.20. Special Arrangements in Respect of Designated Foreign Currency Borrowings. Notwithstanding any other provision of this Agreement, (a) the Specified Increasing Lenders shall not make Loans as part of any Borrowing denominated in any Designated Foreign Currency, and any such Borrowing shall consist of Loans made by the Lenders other than the Specified Increasing Lenders ratably in accordance with their respective Commitments and may be prepaid as provided in 2.11(a) ratably in accordance with the amounts thereof; (b) at any time when one or more Borrowings denominated in Designated Foreign Currencies are outstanding, the Borrowers may borrow Alternate US Dollar Loans from the Specified Increasing Lenders ratably in accordance with their respective Commitments (in accordance with the provisions of this Article II, but without simultaneously borrowing on a ratable basis from the other Lenders) in an aggregate amount outstanding at any time not in excess of the DFC Percentage of the Specified Increasing Lenders’ Commitments, and may prepay such Alternate US Dollar Loans as provided in Section 2.11(a) ratably in accordance with the amounts thereof but without any simultaneous prepayment of the Loans of other Lenders; and (c) if any Borrowing denominated in a Designated Foreign Currency shall be prepaid at a time when Alternate US Dollar Loans are outstanding, the Borrowers will simultaneously prepay Alternate US Dollar Loans, ratably in accordance with the amounts thereof, in such amount (if any) as shall be necessary in order that the aggregate principal amount of the outstanding Alternate US Dollar Loans will not exceed the DFC Percentage of the Specified Increasing Lenders’ Commitments.

SECTION 2.21. Defaulting Lenders. 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:

(a) facility fees shall cease to accrue on the unused amount of the Commitment of such Defaulting Lender pursuant to Section 2.08; and

(b) the Commitment and Revolving Credit Exposure of such Defaulting Lender shall not be included in determining whether the Required Lenders or any other requisite Lenders have taken or may take any action hereunder or under any other Loan Document (including any consent to any amendment, waiver or other modification pursuant to Section 10.05); provided that any amendment, waiver or other modification requiring the consent of all Lenders or all Lenders affected thereby shall, except as otherwise provided in Section 10.05, require the consent of such Defaulting Lender in accordance with the terms hereof.

In the event that the Agent and the Company each agree that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then on such date such Lender shall purchase at par such of the Loans of the other Lenders as the Agent shall determine may be necessary in order for such Lender to hold such Loans in accordance with its ratable share of the aggregate amount of the Commitments.

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, 2010, 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, 2010, 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, 2011 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, 2011, 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, 2010, 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, 2008 and closed through the fiscal year ended December 31, 2008. 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).

ARTICLE IV

CONDITIONS

SECTION 4.01. Effectiveness. This Agreement shall become effective as provided in Section 10.09, 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 Joseph W. Schmidt, General Counsel for the Company, substantially in the form of Exhibit D 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 is subject to the satisfaction of the following conditions:

- (a) receipt by the Agent of a Notice of Borrowing as required by Section 2.02;
- (b) the fact that, immediately after such Borrowing, the aggregate Revolving Credit Exposures of the Lenders will not exceed the aggregate amount of the Commitments;
- (c) the fact that, immediately before and after such Borrowing, no Default or Event of Default shall have occurred and be continuing; and
- (d) 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), (c) and (d) of this Section.

SECTION 4.03. Initial Credit Event for each Borrowing Subsidiary. The 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 E 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 the principal of or interest on any Loan, 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 5 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 other independent registered public accounting firms 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 5 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) 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 in reorganization or insolvent under Title IV of ERISA or in “endangered” or “critical” status (within the meaning of Section 432 of the 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 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.

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 and Debt Ratios.

(a) The ratio of Consolidated EBITDA to Consolidated Net Interest Expense will not, 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.

(b) The Aggregate principal amount of Debt of all Consolidated Subsidiaries (excluding (i) Debt of a Consolidated Subsidiary to the Company or to a Wholly-Owned Consolidated Subsidiary not described in clause (ii) and (ii) Debt of any Subsidiary the sole business of which is to facilitate financing transactions for the Company) will not, at the end of any fiscal quarter of the Company, exceed 20% of Consolidated Net Worth. For purposes of this paragraph (b), any preferred stock of a Consolidated Subsidiary held by a Person other than the Company or a Wholly-Owned Consolidated Subsidiary shall be included, at the higher of its voluntary or involuntary liquidation value, in the "Debt" of such Consolidated Subsidiary.

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 date of this Agreement securing Debt outstanding on the date of this Agreement 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\$75,000,000 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), 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. The proceeds of the Loans made under this Agreement will be used only for working capital and general corporate purposes. None of such proceeds will be used, directly or indirectly, for the purpose, whether immediate, incidental or ultimate, of buying or carrying any "margin stock" within the meaning of Regulation U.

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\$75,000,000 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\$50,000,000;

(j) a judgment or order for the payment of money in excess of the US Dollar Equivalent of US\$75,000,000 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) any person or group of persons (within the meaning of Section 13 or 14 of the Securities Exchange Act of 1934, as amended) shall have acquired beneficial ownership (within the meaning of Rule 13d-3 promulgated by the Securities and Exchange Commission under said Act) of 30% or more of the outstanding shares of common stock of the Company; or, during any period of twelve consecutive calendar months, individuals who were directors of the Company on the first day of such period shall cease to constitute a majority of the board of directors of the Company;

then, and in every such event, the Agent shall at the request of Lenders having more than 50% in aggregate amount of the Commitments (or if the Commitments have been terminated at the request of Lenders holding more than 50% of the Loans then outstanding), 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 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 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. Indemnification. Each Lender shall, ratably in accordance with its Commitment (or, if the Commitments shall have been terminated, ratably in accordance with the aggregate unpaid principal amount of its Loans or, if no Loans shall be outstanding at the time, in accordance with the Commitments as most recently in effect), indemnify the Agent and its Related Parties (to the extent not reimbursed by any Borrower) against any cost, expense (including counsel fees and disbursements), claim, demand, action, loss or liability (except such as result from such indemnitees' gross negligence or willful misconduct, as determined by a court of competent jurisdiction in a final and nonappealable judgment) that such indemnitees may suffer or incur in connection with any Loan Document or any action taken or omitted by such indemnitees under any Loan Document.

SECTION 7.07. Credit Decision. Each Lender 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 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, 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 on the Effective Date.

SECTION 7.08. 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 10.03 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Agent.

SECTION 7.09. Agent's Fee. The Company shall pay to the Agent for its own account fees in the amounts and at the times previously agreed upon between the Company and the Agent.

SECTION 7.10. 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 7.11. 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

CHANGE IN CIRCUMSTANCES

SECTION 8.01. Basis for Determining Interest Rate Inadequate or Unfair. If on or prior to the first day of any Interest Period for any Eurocurrency Borrowing denominated in any currency the Required Lenders advise the Agent that the Adjusted London Interbank Offered Rate or the Adjusted European Interbank Offered Rate, as applicable, as determined by the Agent will not adequately and fairly reflect the cost to such Lenders of funding their Eurocurrency Loans in such currency for such Interest Period, the Agent shall forthwith give notice thereof to the Company and the Lenders, whereupon until the Agent notifies the Company that the circumstances giving rise to such suspension no longer exist (which the Agent agrees to do promptly upon becoming aware that such circumstances no longer exist), the obligations of the Lenders to make Eurocurrency Loans in such currency shall be suspended.

SECTION 8.02. Illegality. If, on or after the date of this Agreement, 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 in any currency and such Lender shall so notify the Agent, the Agent shall forthwith give notice thereof to the other Lenders and the Company, whereupon until such Lender notifies the Company and the Agent that the circumstances giving rise to such suspension no longer exist (which such Lender agrees to do promptly upon becoming aware that such circumstances no longer exist), the obligation of such Lender to make Eurocurrency Loans in such currency shall be suspended. Before giving any notice to the Agent pursuant to this Section, 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 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 Loans, 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.

SECTION 8.03. Increased Cost and Reduced Return. (a) If on or after the date hereof the adoption or taking effect of any applicable law, rule or regulation, or any change in any applicable law, rule, regulation or treaty, or any change in the implementation, interpretation, application or administration thereof by any Governmental Authority charged with the implementation, interpretation, application or administration thereof, or compliance by any Lender (or its Applicable Lending Office) with any request, rule, guideline or directive (whether or not having the force of law) of any such Governmental Authority shall impose, modify or deem applicable any reserve (including, without limitation, any such requirement imposed by the Board of Governors, but excluding with respect to any Eurocurrency Loan any such requirement included in an applicable Statutory Reserve Rate), special deposit, compulsory loan, insurance assessment or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender (or its Applicable Lending Office) or the London interbank market or the European interbank market any other condition affecting its Eurocurrency Loans, or shall subject the Agent or any Lender to any taxes, duties, levies, imports, deductions, charges or withholdings (excluding, for the avoidance of doubt, (i) any of the foregoing excluded from the definition of the term "Taxes" under Section 8.04(a) and (ii) any of the foregoing with respect to payments by any Borrower under any Loan Document and the Other Taxes, which are the subject of Section 8.04) on its loans, commitments or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto, and the result of any of the foregoing is to increase the cost to such Lender (or its Applicable Lending Office) of making or maintaining any Eurocurrency Loan (or of maintaining its obligation to make such Loan), or to reduce the amount of any sum received or receivable by such Lender (or its Applicable Lending Office) under any Loan Document with respect thereto, by an amount deemed by such Lender to be material, then, within 15 days after demand by such Lender accompanied by a certificate of such Lender explaining in reasonable detail the method by which such amount shall have been determined (with a copy to the Agent), the relevant Borrowers shall pay to such Lender such additional amount or amounts as will compensate such Lender for such increased cost or reduction.

(b) If any Lender shall have determined that, after the date hereof, the adoption or taking effect of any applicable law, rule, regulation or treaty regarding capital adequacy or liquidity, or any change in any such law, rule or regulation, or any change in the implementation, interpretation, application or administration thereof by any Governmental Authority charged with the implementation, interpretation, application or administration thereof, or any request, rule, guideline or directive regarding capital adequacy or liquidity (whether or not having the force of law) of any such Governmental Authority has or would have the effect of reducing the rate of return on capital of such Lender (or its Parent) as a consequence of such Lender's obligations hereunder to a level below that which such Lender (or its Parent) could have achieved but for such adoption, change, request or directive (taking into consideration its, or its Parent's, policies with respect to capital adequacy or liquidity) by an amount deemed by such Lender to be material, then from time to time, within 15 days after demand by such Lender accompanied by a certificate of such Lender explaining in reasonable detail the method by which such amount shall have been determined (with a copy to the Agent), the relevant Borrowers shall pay to such Lender such additional amount or amounts as will compensate such Lender (or its Parent) for such reduction.

(c) Each Lender will promptly notify the Company and the Agent of any event of which it has knowledge, occurring after the date hereof, which will entitle such Lender to compensation pursuant to this Section and will designate a different Applicable Lending Office if such designation will avoid the need for, or reduce the amount of, such compensation and will not, in the judgment of such Lender, be otherwise disadvantageous to such Lender. A certificate of any Lender claiming compensation under this Section and setting forth the additional amount or amounts to be paid to it hereunder shall be conclusive in the absence of manifest error. In determining such amount, such Lender may use any reasonable averaging and attribution methods. Any such certificate shall contain a statement as to the calculation of such amount; provided that such Lender shall not be required to disclose any information it considers, in its sole discretion, to be confidential.

(d) For purposes of this Section 8.03, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all regulatory requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all regulatory 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 regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a change in applicable law, regardless of the date enacted, adopted, promulgated or issued.

SECTION 8.04. Taxes. (a) Any and all payments by any Borrower to or for the account of any Lender or the Agent hereunder or under any other Loan Document shall be made free and clear of and without deduction for any and all present or future taxes, duties, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto, excluding, in the case of each Lender and the Agent, (i) U.S. Federal withholding taxes imposed under FATCA, (ii) taxes imposed on its income, and franchise or similar taxes imposed on it, by the jurisdiction (or any political subdivision thereof) under the laws of which such Lender or the Agent (as the case may be) is organized or in which its principal office is located or is otherwise treated as resident of or as doing business in such jurisdiction and, in the case of each Lender, taxes imposed on its income, and franchise or similar taxes imposed on it, by the jurisdiction of such Lender's Applicable Lending Office or any political subdivision thereof, and (iii) any branch profits Taxes imposed by the United States or any similar Tax imposed by any other jurisdiction in which the Agent or any Lender is located (all such non-excluded taxes, duties, levies, imposts, deductions, charges, withholdings and liabilities being hereinafter referred to as "Taxes"). If any Borrower shall be required by law to deduct or withhold any Taxes from or in respect of any sum payable hereunder or under any other Loan Document to any Lender or the Agent, (A) the sum payable shall be increased as necessary so that after making all such required deductions (including such deductions or withholdings applicable to additional sums payable under this Section 8.04) such Lender or the Agent (as the case may be) receives an amount equal to the sum it would have received had no such deductions or withholdings been made, (B) such Borrower shall make such deductions or withholdings, (C) such Borrower shall pay the full amount of Taxes so deducted or withheld to the relevant Governmental Authority in accordance with applicable law and (D) such Borrower shall furnish to the Agent, at its address referred to in Section 10.01, the original or a certified copy of a receipt (or such other satisfactory evidence as may be available to the Company) evidencing payment thereof.

(b) In addition, each Borrower agrees to pay any present or future stamp or documentary taxes, and any other excise or property taxes, or charges or similar levies, which arise from any payment made under any Loan Document or from the execution or delivery of, or otherwise with respect to, any Loan Document (hereinafter referred to as "Other Taxes").

(c) Each Borrower agrees to indemnify each Lender and the Agent for the full amount of Taxes or Other Taxes (including, without limitation, any Taxes or Other Taxes imposed or asserted by any jurisdiction on amounts payable under this Section 8.04) paid by such Lender or the Agent (as the case may be) and any liability (including penalties, interest and expenses) arising therefrom or with respect thereto. This indemnification shall be made within 30 days from the date such Lender or the Agent (as the case may be) makes demand therefor.

(d) (i) If any Lender or the Agent is entitled to an exemption from or reduction of withholding tax under the law of the jurisdiction in which any Borrower is resident for tax purposes, or any treaty to which such jurisdiction is a party, with respect to payments hereunder or under any other Loan Document, such Lender or the Agent (as the case may be) shall deliver to the Company and the Agent, at the time or times prescribed by applicable law or reasonably requested by the Company or the Agent, such properly completed and executed documentation prescribed by applicable law and 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; provided that, notwithstanding the foregoing, in the case of any Borrower that is not resident for tax purposes in the United States, the applicable Lender or the Agent (as the case may be) will not be required to deliver any such documentation unless it has received written notice from the Company advising it in reasonable detail of the general 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 or the Agent (as the case may be), with a certified English translation thereof) required to be completed by such Lender or the Agent (as the case may be) in order to receive any such exemption or reduction, and such Lender or the Agent (as the case may be) is reasonably satisfied that it is legally able to provide such documentation. In addition, any Lender or the Agent (as the case may be), if reasonably requested by the Company or the Agent, shall deliver such other documentation prescribed by applicable law and reasonably requested by the Company or the Agent as will enable the Company or the Agent to determine whether or not such Lender or the Agent (as the case may be) 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 8.04(d)(ii)(A) through (ii)(D) below) shall not be required if in the Lender's or the Agent's (as the case may be) reasonable judgment such completion, execution or submission would subject such Lender or the Agent (as the case may be) to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender or the Agent (as the case may be).

(ii) Without limiting the generality of the foregoing, if any Borrower is resident for tax purposes in the United States, any Lender organized under the laws of a jurisdiction outside the United States shall, to the extent it is legally entitled to do so, on or prior to the date of its execution and delivery of this Agreement in the case of each Lender listed on the signature pages hereof and on or prior to the date on which it becomes a Lender in the case of each other Lender, and from time to time thereafter if requested in writing by the Borrower or the Agent, deliver to the Borrower and the Agent whichever of the following is applicable:

(A) a properly executed Internal Revenue Service Form W-8BEN or any successor form prescribed by the Internal Revenue Service, certifying that such Lender is entitled to benefits under an income tax treaty to which the United States is a party which reduces the rate of U.S. Federal withholding tax on payments under any Loan Document (and specifying such reduced rate of withholding),

(B) duly completed originals of Internal Revenue Service Form W-8ECI,

(C) duly completed originals of Internal Revenue Service Form W-8IMY with any accompanying statements and certificates, or

(D) in the case of a Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Internal Revenue Code, (A) a certificate to the effect that such Lender is not (1) a "bank" within the meaning of Section 881(c)(3)(A) of the Internal Revenue Code, (2) a "10 percent shareholder" of the applicable Borrower within the meaning of Section 881(c)(3)(B) of the Internal Revenue Code, or (3) a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Internal Revenue Code and (B) duly completed copies of IRS Form W-8BEN.

(iii) 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 Company or the Agent as may be necessary for the applicable Borrower 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 of tax to deduct and withhold from such payment. Solely for purposes of this paragraph (iii), the term "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(iv) If, at the time a Lender first becomes a party to this Agreement (or in the case of a Lender, designates a new Applicable Lending Office), a United States Federal withholding tax rate in excess of zero is applicable to any payment to such Lenders under any Loan Document, withholding tax at such rate with respect to such payments shall be considered excluded from "Taxes" as defined in Section 8.04(a); provided that if any amount would otherwise be so excluded with respect to any Participant, any Lender that became a party to this Agreement pursuant to Section 8.06 or 10.06 or any Lender that designated a new Applicable Lending Office pursuant to Section 8.04(f), the amount so excluded shall be reduced to the amount (if any) that had been excluded with respect to the applicable granting Lender, assigning Lender or designating Lender immediately before the applicable grant, assignment or designation.

(e) For any period with respect to which a Lender or the Agent (as the case may be) has failed to provide the Borrower or the Agent with appropriate documentation pursuant to Section 8.04(d)(i) through (iii) (unless such failure is due to a change in treaty, law or regulation occurring subsequent to the date on which a form originally was required to be provided), such Lender or the Agent (as the case may be) shall not be entitled to indemnification under Section 8.04(a) or 8.04(c) with respect to Taxes imposed by the applicable jurisdiction; provided, however, that should a Lender or the Agent (as the case may be), which is otherwise exempt from or subject to a reduced rate of withholding tax, become subject to Taxes solely because of its failure to deliver a form required hereunder, the Borrowers shall take such steps as such Lender or the Agent (as the case may be) shall reasonably request to assist such Lender or the Agent (as the case may be) to recover such Taxes.

(f) If a Lender has knowledge that any Borrower would otherwise become required to pay additional amounts to or for the account of any Lender pursuant to this Section 8.04, then such Lender will change the jurisdiction of its Applicable Lending Office so as to eliminate or reduce any such additional payment which may thereafter accrue if such change, in the judgment of such Lender, is not otherwise disadvantageous to such Lender.

(g) If the Agent or any Lender has knowledge of the imposition of any Taxes for which any Borrower is required to indemnify such Agent or such Lender (as the case may be) under this Section 8.04, such Agent or such Lender shall notify such Borrower within 30 Business Days of obtaining such knowledge of such imposition.

(h) If the Agent or any Lender shall receive any net tax benefit by reason of payments of additional amounts by any Borrower pursuant to this Section 8.04 which, in the sole judgment of such Agent or Lender, it would not otherwise have been able to obtain, such Agent or Lender shall pay to such Borrower the amount of such net benefit, as determined by such Agent or Lender in its sole discretion. Nothing herein shall be construed to require the Agent or any Lender to disclose any information regarding its Taxes that it deems confidential.

(i) Each Lender shall severally indemnify the Agent, within 10 days after demand therefor, for (i) any Taxes attributable to such Lender (but only to the extent that the applicable Borrower has not already indemnified the Agent for such Taxes and without limiting the obligation of such Borrower to do so), (ii) any taxes, duties, levies, imports, deductions, charges or withholdings attributable to such Lender's failure to comply with the provisions of Section 10.06(b) relating to the maintenance of a Participant Register and (iii) any taxes excluded from the definition of the term "Taxes" under Section 8.04(a) 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.

SECTION 8.05. ABR Loans Substituted for Affected Eurocurrency Loans. If (i) the obligation of any Lender to make Eurocurrency Loans denominated in US Dollars has been suspended pursuant to Section 8.02 or (ii) any Lender has demanded compensation under Section 8.03 or 8.04 with respect to its Eurocurrency Loans denominated in US Dollars and the relevant Borrower shall, by at least five Business Days' prior notice to such Lender through the Agent, have elected that the provisions of this Section shall apply to such Lender, then, unless and until such Lender notifies such Borrower that the circumstances giving rise to such suspension or demand for compensation no longer exist (which such Lender agrees to do promptly upon becoming aware that such circumstances no longer exist):

(a) all Loans denominated in US Dollars which would otherwise be made by such Lender as Eurocurrency Loans shall be made instead as ABR Loans (on which interest and principal shall be payable contemporaneously with the related Eurocurrency Loans of the other Lenders), and

(b) after each of its Eurocurrency Loans denominated in US Dollars has been repaid, all payments of principal which would otherwise be applied to repay such Eurocurrency Loans shall be applied to repay its ABR Loans instead.

SECTION 8.06. Substitution of Lender. If (i) the obligation of any Lender to make Eurocurrency Loans has been suspended pursuant to Section 8.02, (ii) any Lender has demanded compensation under Section 8.03 or 8.04, or (iii) any Lender becomes a Defaulting Lender, the Company shall have the right to cause such Lender to transfer its Commitment and outstanding Loans to a financial institution or financial institutions (which may be one or more of the Lenders) which is reasonably acceptable to the Company and the Agent; provided that such Lender shall receive as consideration for such transfer an amount equal to the principal of and interest accrued on the transferred Loans, if any, and all fees and other amounts accrued for its account or otherwise owed to it hereunder as of the date of transfer.

ARTICLE IX

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 IX 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 IX 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 IX 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 X

MISCELLANEOUS

SECTION 10.01. 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. 630-743-2670);

(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 of Richard Duker (Fax No.: (212) 270-5100), and with respect to any Designated Foreign Currency Borrowing, to J. P. Morgan Europe Limited, 125 London Wall, Floor 9, London, EC2Y5AJ, 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.

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 10.02. 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 10.03. 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 10.06, (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 10.14). 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 10.03).

SECTION 10.04. Sharing of Set-Offs. Each Lender agrees that if it shall, by exercising any right of set-off or counterclaim or otherwise, receive payment of a proportion of the aggregate amount of principal and interest due with respect to any Loan held by it which is greater than the proportion received by any other Lender in respect of the aggregate amount of principal and interest due with respect to any Loan held by such other Lender, the Lender receiving such proportionately greater payment shall purchase such participations in the Loans held by the other Lenders, and such other adjustments shall be made, as may be required so that all such payments of principal and interest with respect to the Loans held by the Lenders shall be shared by the Lenders pro rata; provided that nothing in this Section shall impair the right of any Lender to exercise any right of set-off or counterclaim it may have and to apply the amount subject to such exercise to the payment of indebtedness of any Borrower other than its indebtedness under the Loans. Each Borrower agrees, to the fullest extent it may effectively do so under applicable law, that any holder of a participation in a Loan, whether or not acquired pursuant to the foregoing arrangements, may exercise rights of set-off or counterclaim and other rights with respect to such participation as fully as if such holder of a participation were a direct creditor of such Borrower in the amount of such participation.

SECTION 10.05. Amendments and Waivers. Any provision of this Agreement or any Borrowing Subsidiary Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed by the Company and the Required Lenders (and, if the rights or duties of the Agent are affected thereby, by the Agent) (and, in the case of a Borrowing Subsidiary Agreement, the applicable Borrowing Subsidiary); provided that no such amendment or waiver shall (a) increase the Commitment of any Lender, or subject any Lender to any additional obligation, without the prior written consent of such Lender, (b) reduce the principal of, or rate of interest on, any Loan of any Lender, or any fees payable hereunder to any Lender, or reduce the amount thereof or waive or excuse the payment thereof, without the prior written consent of such Lender, (c) postpone the date fixed for any payment of principal of, or interest on, any Loan of any Lender or any fees payable hereunder to any Lender, or for any reduction or termination of any Commitment of any Lender, without the prior written consent of such Lender, (d) 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 any Loan Document specifying the number or percentage of Lenders required to waive, amend or modify any rights thereunder or make any determination or grant any consent thereunder, without the prior written consent of each Lender, (e) change the definition of the term “Designated Foreign Currencies” without the prior written consent of each Lender, (f) release the guarantee of the Company provided in Article IX, or limit the liability of the Company in respect thereof, without the prior written consent of each Lender and (g) change Section 2.12(d) or 10.04 in a manner that would alter the pro rata sharing of payments required thereby without the prior written consent of each Lender. Notwithstanding the foregoing, (i) no consent with respect to any amendment, waiver or other modification of this Agreement or any Borrowing Subsidiary Agreement shall be required of any Defaulting Lender, except with respect to any amendment, waiver or other modification referred to in clause (a), (b) or (c) of the proviso of this paragraph and then only in the event such Defaulting Lender shall be affected by such amendment, waiver or other modification and (ii) any amendment of the definition of the term “Applicable Rate” pursuant to the last sentence of such definition shall require only the written consent of the Company and the Required Lenders.

SECTION 10.06. 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 clauses (a), (b) or (c) of the proviso to Section 10.05 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 Article VIII with respect to its participating interest (subject to the requirements and limitations therein, including the requirements under Section 8.04(d) (it being understood that the documentation required under Section 8.04(d) shall be delivered to the granting Lender)). 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 this Agreement or any other 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 its other obligations under this Agreement or any other Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such Loans, Commitments or other obligation is in registered form under Section 5f.103-1(c) of the United States 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) 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) or, if an Event of Default has occurred and is continuing, any Eligible Assignee and (B) the Agent; 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 8.04.

(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, 2.16, 2.17, 8.03 and 8.04 (in each case, with respect to facts and circumstances occurring on or prior to the effective date of such assignment) and of Section 10.03).

(iv) 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) No Eligible Assignee, Participant or other transferee of any Lender's rights shall be entitled to receive any greater payment under Section 8.03 or 8.04 than such Lender would have been entitled to receive with respect to the rights transferred, unless such transfer is made with the Company's prior written consent or by reason of the provisions of Section 8.02, 8.03 or 8.04 requiring such Lender to designate a different Applicable Lending Office under certain circumstances.

SECTION 10.07. 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 10.08. 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 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 and the Agent hereby irrevocably and unconditionally agree 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 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 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 and the Agent hereby irrevocably consents to service of process in the manner provided for notices in Section 10.01(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 10.01, 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 10.09. 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 of the conditions set forth in Section 4.01.

SECTION 10.10. WAIVER OF JURY TRIAL. EACH OF THE BORROWERS, THE AGENT 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 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 10.11. 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 10.11 shall survive the termination of this Agreement and the payment of all other amounts owing hereunder.

SECTION 10.12. 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 10.13. 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 10.14. 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 any such information that is available to the Agent or any Lender on a nonconfidential basis prior to disclosure by the Borrower. 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 10.15. 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.

SECTION 10.16. 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 10.17. 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 10.18. 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.

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 & Chief Financial Officer

JPMORGAN CHASE BANK, N.A., in its individual capacity and as Agent,

by /s/ Richard W. Duker

Name: Richard W. Duker

Title: Managing Director

SIGNATURE PAGE TO
THE CREDIT AGREEMENT
OF DOVER CORPORATION

Name of Institution: BANK OF AMERICA, N.A.

By /s/ Darren Bielawski

Name: Darren Bielawski

Title: Assistant Vice President

SIGNATURE PAGE TO
THE CREDIT AGREEMENT
OF DOVER CORPORATION

Name of Institution: Wells Fargo Bank, N.A.

By /s/ Eric Frandson
Name: Eric Frandson
Title: Director

SIGNATURE PAGE TO
THE CREDIT AGREEMENT
OF DOVER CORPORATION

Name of Institution: DEUTSCHE BANK AG NEW YORK BRANCH

By /s/ Edward D. Herko

Name: Edward D. Herko

Title: Director

By /s/ Ming K. Chu

Name: Ming K. Chu

Title: Vice President

SIGNATURE PAGE TO
THE CREDIT AGREEMENT
OF DOVER CORPORATION

Name of Institution: GOLDMAN SACHS BANK USA

By /s/ Mark Walton

Name: Mark Walton

Title: Authorized Signatory

THE ROYAL BANK OF SCOTLAND PLC

By /s/ L. Peter Yetman
Name: L. Peter Yetman
Title: Director

SIGNATURE PAGE TO
THE CREDIT AGREEMENT
OF DOVER CORPORATION

Name of Institution: Citibank, N.A.

By /s/ Janice D'Arco
Name: Janice D'Arco
Title: Vice President

SIGNATURE PAGE TO
THE CREDIT AGREEMENT
OF DOVER CORPORATION

Name of Institution: MORGAN STANLEY BANK, N.A.

By /s/ Michael King
Name: Michael King
Title: Authorized Signatory

SIGNATURE PAGE TO
THE CREDIT AGREEMENT
OF DOVER CORPORATION

Name of Institution: U.S. Bank National Association

By /s/ Kenneth R. Fieler
Name: Kenneth R. Fieler
Title: Vice President

SIGNATURE PAGE TO
THE CREDIT AGREEMENT
OF DOVER CORPORATION

Name of Institution: HSBC BANK USA, N.A.

By /s/ Randolph Cates

Name: Randolph Cates

Title: Senior Relationship Manager

SIGNATURE PAGE TO
THE CREDIT AGREEMENT
OF DOVER CORPORATION

Name of Institution: ING Bank N.V., Dublin Branch

By /s/ Maurice Kenny
Name: Maurice Kenny
Title: Director

For any Lender requiring a second signature block:

By /s/ Aidan Neill
Name: Aidan Neill
Title: Director

SIGNATURE PAGE TO
THE CREDIT AGREEMENT
OF DOVER CORPORATION

Name of Institution: Skandinaviska Enskilda Banken AB (publ)

By /s/ Michael I. Dicks

Name: Michael I. Dicks

Title:

For any Lender requiring a second signature block:

By /s/ Marialaura Aymerich

Name: Marialaura Aymerich

Title: Loan Distribution

SIGNATURE PAGE TO
THE CREDIT AGREEMENT
OF DOVER CORPORATION

Name of Institution: THE BANK OF NOVA SCOTIA

By /s/ David Mahmood
Name: David Mahmood
Title: Managing Director

For any Lender requiring a second signature block:

By
Name:
Title:

Name of Institution: The Northern Trust Company

By /s/ Daniel J. Boote
Name: Daniel J. Boote
Title: Senior Vice President

SCHEDULE 2.01

COMMITMENTS

<u>Lender</u>	<u>Commitment</u>
JPMorgan Chase Bank, N.A.	\$ 102,000,000.00
Bank of America, N.A.	\$ 102,000,000.00
Wells Fargo Bank, N.A.	\$ 102,000,000.00
Deutsche Bank AG New York Branch	\$ 83,000,000.00
Goldman Sachs Bank USA	\$ 83,000,000.00
The Royal Bank of Scotland plc	\$ 83,000,000.00
Citibank, N.A.	\$ 65,000,000.00
Morgan Stanley Bank, N.A.	\$ 65,000,000.00
U.S. Bank National Association	\$ 65,000,000.00
HSBC Bank USA, N.A.	\$ 50,000,000.00
ING Bank N.V., Dublin Branch	\$ 50,000,000.00
Skandinaviska Enskilda Banken AB (publ)	\$ 50,000,000.00
The Bank of Nova Scotia	\$ 50,000,000.00
The Northern Trust Company	\$ 50,000,000.00
Total Commitments	\$1,000,000,000.00

[FORM OF ASSIGNMENT AND ASSUMPTION]
ASSIGNMENT AND ASSUMPTION

Reference is made to the Five-Year Credit Agreement dated as of November 10, 2011 (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 8.04(d) 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:

	Principal Amount of the Commitment/Loans	
<u>Aggregate Amount of Commitments/Loans of all Lenders</u>	<u>Assigned²</u>	<u>Commitment/Loans Assigned as a Percentage of Aggregate Commitments/Loans of all Lenders ³</u>
\$		\$ %

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 10.06(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:
[Name of Assignee],
as Assignee,
by: _____
Name:
Title:

[Consented to and]⁴ Accepted:
JPMORGAN CHASE BANK, N.A., as Agent,
by: _____
Name:
Title:
[Consented to:
DOVER CORPORATION,
by: _____
Name:
Title:]⁵

⁴ To be included only if the consent of the Agent is required by Section 10.06(c) of the Credit Agreement.

⁵ To be included only if the consent of the Company is required by Section 10.06(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 10, 2011 (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 2.15 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.] ⁶

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

⁶ 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 10, 2011 (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:

MANDATORY COSTS RATE

Reference is made to the Five-Year Credit Agreement dated as of November 10, 2011 (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 Administrative Agent. Capitalized terms used but not defined herein shall have the meanings specified in the Credit Agreement.

1. The Mandatory Costs Rate is an addition to the interest rate to compensate Lenders for the cost of compliance with the requirements of the Bank of England and/or the Financial Services Authority (or, in either case, any other authority which replaces all or any of its functions).

2. The Mandatory Costs Rate for any Lender will be calculated by such Lender as follows:

(a) in relation to a Loan denominated in Sterling:

[Missing Graphic Reference] % per annum

(b) in relation to a Loan denominated in any currency other than Sterling:

[Missing Graphic Reference] % per annum.

Where:

A is the percentage of Eligible Liabilities (assuming these to be in excess of any stated minimum) which such Lender is from time to time required to maintain as an interest free cash ratio deposit with the Bank of England to comply with cash ratio requirements.

B is the percentage rate of interest (excluding the Applicable Rate and any additional rate of interest specified in the final sentence of Section 2.06(b) of the Credit Agreement) payable for the relevant Interest Period on the Loan.

C is the percentage (if any) of Eligible Liabilities which such Lender is required from time to time to maintain as interest bearing Special Deposits with the Bank of England.

D is the percentage rate per annum payable by the Bank of England to the Agent on interest bearing Special Deposits.

E is designed to compensate the Lenders for amounts payable under the Fees Rules and is calculated by the applicable Lender as being the rate of charge payable by such Lender to the Financial Services Authority pursuant to the Fees Rules in respect of the relevant financial year of the Financial Services Authority (calculated for this purpose by such Lender as being the average of the Fee Tariffs applicable to such Lender for that financial year) and expressed in pounds per £1,000,000 of the Tariff Base of such Lender.

3. For the purposes of this Exhibit:

(a) “Eligible Liabilities” and “Special Deposits” have the meanings given to them from time to time under or pursuant to the Bank of England Act 1998 or (as may be appropriate) by the Bank of England;

(b) “Fees Rules” means the rules on periodic fees contained in the Financial Services Authority Fees Manual or such other law or regulation as may be in force from time to time in respect of the payment of fees for the acceptance of deposits;

(c) “Fee Tariffs” means the fee tariffs specified in the Fees Rules under the activity group A.1 Deposit acceptors (ignoring any minimum fee or zero rated fee required pursuant to the Fees Rules but taking into account any applicable discount rate); and

(d) “Tariff Base” has the meaning given to it in, and will be calculated in accordance with, the Fees Rules.

4. In application of the above formulae, A, B, C and D will be included in the formulae as percentages (*i.e.*, 5% will be included in the formula as 5 and not as 0.05). A negative result obtained by subtracting D from B shall be taken as zero. The resulting figures shall be rounded to four decimal places.

5. The Agent shall have no responsibility or liability for determination of the Mandatory Costs in accordance with the foregoing. The Agent may from time to time, after consultation with the Company and the Lenders, determine and notify to all parties to the Credit Agreement any amendments that are required to be made to this Exhibit in order to comply with any change in law, regulation or any requirements from time to time imposed by the Bank of England or the Financial Services Authority (or, in any case, any other authority which replaces all or any of its functions) and any such determination shall, in the absence of manifest error, be conclusive and binding on all parties to the Credit Agreement.

[Form of Opinion of Counsel for the Company]

Joseph W. Schmidt
Senior Vice President
General Counsel and Secretary

November 10, 2011

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 10, 2011, 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 General Counsel 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 10, 2011 (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.

9. The making of Loans under the Credit Agreement and the application of proceeds thereof by the Company as provided in the Credit Agreement will not violate Regulations T, U or X of the Board of Governors of the Federal Reserve System of the United States.

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 November [], 2011, (ii) a Certificate of the Secretary of State of the State of California dated as of November [], 2011, (iii) a Certificate of the Secretary of State of the State of Colorado dated as of November [], 2011, (iv) a Certificate of the Secretary of State of the State of Illinois dated as of November [], 2011, (v) a Certificate of the Secretary of State of the State of Indiana dated as of November [], 2011, (vi) a Certificate of the Secretary of State of the State of New York dated as of November [], 2011 and (vii) a Certificate of the Secretary of State of the State of Ohio dated as of November [], 2011.

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,
Joseph W. Schmidt

ANNEX 1

SUBSIDIARIES

Name of Subsidiary	Jurisdiction of Incorporation
Revod Corporation	Delaware
Delaware Capital Formation, Inc.	Delaware
Delaware Capital Holdings, Inc.	Delaware
DFH Corporation	Delaware
Dover Global Holdings, Inc.	Delaware
Dover Europe Inc.	Delaware
Northern Lights Funding LP	Delaware
Northern Lights Partners LLC	Delaware
Dover Industrial Products, Inc.	Delaware
Vectron International Inc..	Delaware
Dover Fluid Management, Inc.	Delaware
Dover Electronic Technologies, Inc.	Delaware
Dover Engineered Systems, Inc.	Delaware
Knowles Electronics Holdings, Inc.	Delaware
Knowles Intermediate Holding Inc.	Delaware
Markem-Imaje Corporation	New Hampshire

[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 10, 2011 (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: 2

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.
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.]

⁷ 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.

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
[], 2011

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 10, 2011 (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>	Amount of <u>Loan</u>	Amount of Principal <u>Repaid</u>	Unpaid Principal <u>Balance</u>	Notations <u>Made By</u>
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[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 10, 2011 (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 8.04 of the Credit Agreement.

SECTION 3. Effectiveness. Subject to Section 2.18 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 10.01 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:



3005 Highland Parkway, Suite 200
Downers Grove, IL 60515

Jay L. Kloosterboer
Sr. Vice President
Human Resources

Phone: (630) 541-1540
Fax: (630) 743-2670
Email: jlk@dovercorp.com

May 31, 2011

Raymond Hoglund
86 Waters Edge Court
Glen Ellyn, IL 60137

Dear Ray:

This letter sets forth our understanding with respect to your new assignment and your retirement plans.

You will continue to serve as the Chief Executive Officer of Dover Engineered Systems through November 30, 2011.

Commencing December 1, 2011 and ending November 30, 2012, you will report directly to Bob Livingston and be responsible for projects and duties to be assigned by him from time to time, and assisting in the smooth transition of your former duties to the new Chief Executive Officer of Dover Engineered Systems. Your title will be determined at that time and you will continue to work out of Dover's headquarters in Downers Grove.

Your current salary and target annual bonus shall remain the same for 2011 and 2012. Annual bonus amounts will be determined under the provisions of Dover's Annual Incentive Plan as in effect from time to time. In February 2012, you will be granted a long term compensation award, including SSARS, performance Shares and a cash performance award under Dover's 2005 Equity and Cash Incentive Plan, ("2005 Plan"), as determined by the Compensation Committee of Dover in its sole discretion, and subject to the terms and conditions of the 2005 Plan and an award agreement.

You have notified Dover of your retirement to be effective November 30, 2012. Your benefits under the Dover Pension Plan, Dover Savings Plan, and the Dover Pension Replacement Plan shall be eligible to commence in accordance with the terms of such plans. For purposes of outstanding awards under the 2005 Plan, upon your December 1, 2012 retirement, you shall be treated as retired at or after age 62.

For 2012, you shall be entitled to receive a pro rata 2012 annual bonus to be determined under the Annual Incentive Plan and to be paid at the time annual bonuses for the 2012 year are paid in February 2013. You shall also be eligible to receive a special discretionary bonus of up to \$500,000 based upon the smooth transition of your responsibilities to your successor as Chief Executive Officer of Dover Engineered Systems, payable in February 2013. As a condition of receiving an annual bonus for the 2012 year and the special transition bonus, you agree to execute, and not revoke, a general release of claims against Dover, its affiliates and their officers, directors and employees in form and substance satisfactory to Dover. You must sign the release in December, 2012 and the effective date of the release, including the expiration of the revocation period, must be not later than January 31, 2013 in order for you to be eligible to receive the 2012 annual bonus and the special transition bonus.

Commencing on December 1, 2012 and ending on the last day of the month in which you attain age 65, you and your wife shall be eligible to continue to participate in Dover's medical benefits plan, provided that you timely pay the full COBRA continuation medical coverage premium determined by Dover from time to time for the continued participation of you and your wife. The period of your post-retirement continued medical benefits participation shall include the period of your COBRA continuation medical coverage that commences on your retirement date.

In consideration for the agreements made by Dover in this letter, you agree that for a period of one (1) year commencing on December 1, 2012, you shall not, without the written consent of the Chief Executive Officer of Dover, engage in any business or enterprise which is "in competition" (as defined below) with Dover Engineered Systems and its affiliates as a shareholder, officer, director, partner, consultant, employee or otherwise; provided, however, that your ownership of less than 2 percent (2%) of the issued and outstanding voting securities of a publicly traded company shall not, in and of itself, be deemed to constitute such competition. A business or enterprise is deemed to be "in competition" if it is engaged in any business in which Dover Engineered Systems and its affiliates are engaged in as of November 1, 2011. You also agree, for such one (1) year period, not to solicit or encourage any individual who is employed by Dover and its affiliates to cease his or her relationship with Dover and its affiliates or to provide services to any other business, and not to interfere with any business relationship between Dover and its affiliates and their customers, vendors, suppliers, agents, brokers, representatives, or consultants. If you shall breach or threaten to breach any provision of this paragraph 6, the damages to Dover and its affiliates may be substantial, although difficult to ascertain, and money damages will not afford Dover and its affiliates an adequate remedy. In such event, Dover and its affiliates shall be entitled to specific performance and injunctive relief; without prejudice to other remedies they may have at law or in equity, without the necessity of posting a bond.

Dover's agreements in this letter are subject to your providing satisfactory services as an employee in good standing and in compliance with Dover's policies through November 30, 2012 in accordance with the provisions of this letter.

This agreement is subject to the laws of Illinois without regard to the conflicts of law's provisions thereof.

Please sign two copies of this letter and return one to me. You should retain an executed copy of this letter for your records.

Very truly yours,

/s/ Jay L. Kloosterboer

Agreed and Accepted
this 1 day of June 2011

/s/ Raymond Hoglund

Dover Subsidiaries - Domestic and Foreign

<i>Domestic</i>	Company Name	Where Incorporated
	Avborne Accessory Group, Inc.	Delaware
	Barker Specialty Products, L.L.C.	Delaware
	Bayne Machine Works, Inc.	South Carolina
	Belvac Production Machinery, Inc.	Virginia
	Canada Organization & Development LLC	Delaware
	CCI Field Services, Inc.	Delaware
	Challenger Process Systems Co.	Delaware
	Chief Automotive Technologies, LLC.	Delaware
	Clove Park Insurance Company	New York
	Colder Products Company	Minnesota
	Cook-MFS, Inc.	Delaware
	CP Formation LLC	Delaware
	CPE Acquisition Co.	Delaware
	CPI Products, Inc.	Delaware
	Datamax International Corporation	Delaware
	Datamax-O'Neil Corporation	Delaware
	DDI, Inc	Delaware
	DDI Properties, Inc.	California
	DEK U.S.A., Inc.	Delaware
	DEK USA Logistics, Inc.	Delaware
	Delaware Capital Formation, Inc.	Delaware
	Delaware Capital Holdings, Inc.	Delaware
	De-Sta-Co Cylinders, Inc.	Delaware
	De-Sta-Co Manufacturing Tubular Products	Delaware
	DFH Corporation	Delaware
	Dielectric Laboratories, Inc.	Delaware
	Dover Acquisition Corporation	Delaware
	Dover BMCS Acquisition Corp.	Delaware
	Dover Corporation	Delaware
	Dover DEI Services, Inc.	Delaware
	Dover Diversified De, Inc.	Delaware
	Dover Communication Technologies, Inc.	Delaware
	Dover Engineered Systems, Inc.	Delaware
	Dover Europe, Inc.	Delaware
	Dover Energy, Inc.	Delaware
	Dover Global Holdings, Inc.	Delaware
	Dover Global Logistics, LLC	Delaware
	Dover Printing & Identification, Inc.	Delaware
	Dow-Key Microwave Corporation	Delaware
	EOA Systems, Inc.	Delaware
	Everett Charles Technologies, Inc.	Delaware
	FB iMonitoring Inc.	Delaware
	Flexbar, Inc.	Delaware
	Forward Manufacturing Company, Inc.	Texas
	Gear Products, Inc.	Oklahoma
	Griswold Pump Company	Florida
	Harbison-Fischer, Inc.	Delaware
	Hill PHOENIX, Inc.	Delaware
	Honetreat Company	California
	Hydro Systems Company	Delaware
	Hydromotion, Inc.	Delaware
	Industrial Motion Control, LLC	Delaware
	Inpro/Seal LLC	Delaware
	K&L Microwave, Inc.	Delaware
	Knappco Corporation	Delaware
	Knowles Electronics Holdings, Inc.	Delaware
	Knowles Electronics Sales Corp.	Delaware
	Knowles Electronics, LLC	Delaware

Knowles Intermediate Holding, Inc.	Delaware
KS Formation, Inc.	Delaware
Marathon Equipment Company (Delaware)	Delaware
MARKEM Holdings, Inc.	Vermont
MARKEM Tag, Inc.	Delaware
Midland Manufacturing Corporation	Delaware
Multitest Electronic Systems, Inc.	Delaware
Neptune Chemical Pump Company	Delaware
Northern Lights (Nevada), Inc.	Nevada
Northern Lights Funding LP	Delaware
Northern Lights Investments LLC	Delaware
Nova Controls	Delaware
Novacap, Inc.	Delaware
Oil Lift Technology, Inc	New Mexico
OK Holdings, Inc.	Delaware
OK International, Inc.	California
OPW Engineered Systems, Inc.	Delaware
OPW Epsilon, Inc.	Delaware
OPW Fuel Management Systems, Inc.	Delaware
OPW Fueling Components, Inc.	Delaware
OPW Fueling Containment Systems, Inc.	Delaware
PDQ Manufacturing, Inc.	Delaware
Performance Motorsports, Inc.	California
Pioneer Labels, Inc.	Illinois
Pole/Zero Acquisition, Inc.	Delaware
Pro Rod USA Inc.	Delaware
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
Sonic Industries, Inc.	California
Sure Seal, Inc.	Delaware
SWEP North America Inc.	Delaware
Texas Hydraulics, Inc.	Delaware
The Heil Co.	Delaware
Theta Oilfield Services, Inc.	Delaware
Tipper Tie, Inc.	Delaware
Tulsa Winch, Inc.	Delaware
UAC Corporation	Delaware
Unified Brands, Inc.	Delaware
US Synthetic Corporation	Delaware
US Synthetic Southwest Marketing, Inc.	Utah
US Synthetic Texas Ltd	Texas
Vectron International, Inc.	Delaware
Vehicle Service Group, LLC	Delaware
Voltronics Corporation	New Jersey
VWS LLC	Delaware
Warn Industries, Inc.	Delaware
Waukesha Bearings Corporation	Wisconsin
Wilden Pump and Engineering LLC	Delaware
Windrock Incorporated	Tennessee
Wiseco Piston, Inc.	Delaware

Foreign

Advansor A/S	Denmark
ALMATEC Maschinenbau GmbH	Germany
ATG Luther & Maelzer GmbH	Germany
atg test systems asia Ltd.	Taiwan
BlitzRotary GmbH	Germany
BSC Filters Limited	United Kingdom
Cash Services Ltd.	United Kingdom
Ceramic & Microwave Products (Shanghai) Co. Ltd.	China
Chief Automotive Technologies (Shanghai) Trading Company, Ltd.	China
Colder Products Company GmbH	Germany
Colder Products Company LTD	Hong Kong
Columbus Insurance Ltd.	Cayman Islands
Compressor Valve Engineering Limited	United Kingdom
Contact Products Japan, Ltd. (JV)	Japan
Cook Compression BV	Netherlands
C-Tech Oilwell Technologies Inc.	Alberta
Datamax Holdings Limited	United Kingdom
Datamax London Limited	United Kingdom
DEK Asia Pacific Private Limited	Singapore
DEK Consulting (Shanghai) Co., Ltd.	China
DEK Hungary Manufacturing & Technology LLC	Hungary
DEK Northern Europe Limited	United Kingdom
DEK Printing Machines (M) Sdn. Bhd.	Malaysia
DEK Printing Machines GmbH	Germany
DEK Printing Machines Limited	United Kingdom
DEK Vectorguard Ltd.	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 (Schweiz) Holding GmbH	Switzerland
Dover (ShangHai) Trading Company	China
Dover Asia Trading Private Ltd.	Singapore
Dover Canada Finance LP	Canada
Dover Corporation (Canada) Acquisition 1 Limited	Alberta
Dover Corporation (Canada) Limited	Canada
Dover Corporation Regional Headquarters	China
Dover CR, spol s r.o.	Czech Republic
Dover do Brasil Ltda.	Brazil
Dover Europe Sarl	Switzerland
Dover Exports, Ltd.	Barbados
Dover France Holdings, S.A.S.	France
Dover France Participations SAS	France
Dover France Technologies S.A.S.	France
Dover German Holdings GmbH	Germany
Dover German Intra-Group Service GmbH	Germany
Dover German Partnership Holdings GmbH	Germany
Dover Global Trading Pte. Ltd.	Singapore
Dover Holdings Austria GmbH	Austria
Dover Holdings de Mexico S.A. de C.V.	Mexico
Dover Hungary Board Test Manufacturing KFT	Hungary
Dover India Pvt., Ltd.	India
Dover International B.V.	Netherlands
Dover Italy S.r.L.	Italy
Dover Luxembourg Finance Sarl	Luxembourg
Dover Luxembourg International Sarl	Luxembourg
Dover Luxembourg Sarl	Luxembourg
Dover Luxembourg Services Sarl	Luxembourg

Dover Middle East LLC	Oman
Dover Netherlands Finance B.V.	Netherlands
Dover Netherlands Services B.V.	Netherlands
Dover Resources International de Mexico S. de R.L. C.V.	Mexico
Dover Singapore Private Limited	Singapore
Dover Southeast Asia (Philippines) Corporation	Philippines
Dover UK Holdings Limited	United Kingdom
Dover UK Sales Ltd	United Kingdom
DTG International GmbH	Switzerland
DTG Technology (Shenzhen) Co., Ltd.	China
Etz Elektrisches Testzentrum GmbH	Germany
Everett Charles Technologies (Shenzhen) Limited	China
Everett Charles Technologies (SuZhou) Co., Ltd.	China
Everett/Charles Japan, Ltd. (JV)	Japan
Ferguson CO. S.A.	Belgium
FTZ Fras- und Technologiezentrum GmbH	Germany
Harbison-Fischer Australia Pty Ltd	Australia
Harbor Electronics SBN	Malaysia
Heil-Europe Limited	United Kingdom
Hill Phoenix de Mexico, S.A. de C.V.	Mexico
Hiltap FittingsLtd	Canada
Hydronova Australia-NZ Pty Ltd	Australia
Icon Technology Company Ltd.	Hong Kong
Imaje ASPAC Pte. Ltd.	Singapore
Imaje Ink Jet Nv/Sa (Belgium)	Belgium
Imaje Inkjet Ireland Ltd.	Ireland
Imaje Nordic AB	Sweden
InfoCash Holdings Limited	United Kingdom
K&L Microwave DR, Inc.	Virgin Islands
Knowles Electronics (Beijing) Co., Ltd.	China
Knowles Electronics (Malaysia) Sdn. Bhd.	Malaysia
Knowles Electronics (Suzhou) Co., Ltd.	China
Knowles Electronics (Weifang), Inc.	China
Knowles Electronics Austria GmbH	Austria
Knowles Electronics Denmark ApS	Denmark
Knowles Electronics Japan, K.K.	Japan
Knowles Electronics Singapore Pte. Ltd	Singapore
Knowles Electronics Taiwan, Ltd.	Taiwan
Knowles Europe	United Kingdom
Knowles GmbH	Switzerland
Knowles IPC (Malaysia) Sdn. Bhd.	Malaysia
MARKEM (Shanghai) Commercial Co. Ltd.	China
MARKEM Administrative Services, S.L.U.	Spain
MARKEM FZ SA	Uruguay
MARKEM Pte. Ltd.	Singapore
MARKEM S.A. de C.V.	Mexico
MARKEM Systems Limited	United Kingdom
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 Corporation	New Hampshire
Markem-Imaje GmbH	Germany
Markem-Imaje Identificacao de Produtos Ltda.	Brazil
Markem-Imaje Inc.	Canada

Markem-Imaje India Private Limited	India
Markem-Imaje KK	Japan
Markem-Imaje Limited	Hong Kong
Markem-Imaje LLC	Russian Federation
Markem-Imaje Ltd	United Kingdom
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.	Spain
Markem-Imaje Unipessoal, Lda (Portugal)	Portugal
Markpoint Holding AB	Sweden
Markpoint System AB	Sweden
Mouvex SASU	France
Multitest Electronic Systems (Penang) Sdn.Bhd.	Malaysia
Multitest Elektronische GmbH	Germany
Multitest GmbH	Germany
Nimaser BV	Netherlands
Norris Production Solutions Middle East LLC	Oman
Oil Lift Technology Inc.	Canada
Oil Lift Technology Pty Ltd	Australia
OK International (Japan) Co.	Japan
OK International (UK) Ltd.	United Kingdom
OPW Fluid Transfer Group (Shanghai) Trading Company Limited	China
OPW Fluid Transfer Group Europe B.V.	Netherlands
OPW Fueling Components (SuZhou) Co., Ltd.	China
P.S. Precision B.V.	Netherlands
Petro Vend, Inc. [Poland]	Poland
PMI Europe B.V	Netherlands
PSG (Shanghai) Co., Ltd	China
PullMaster Winch Corporation	British Columbia
Quartzdyne Inc.	Oman
RedScrew, LLC	China
Revod Sweden AB	Sweden
Rotary Lift Consolidated (Haimen) Co., Ltd	China
RPA Maghreb Service	Morocco
Sargent Aerospace Canada, Inc.	Canada
Simek GmbH	Germany
St. Neots Sheet Metal Co. Limited	United Kingdom
SWEP A.G.	Switzerland
Swep Energy Oy	Finland
Swep Iberica S.A.s.v.	Spain
Swep International A.B.	Sweden
Swep Japan K.K.	Japan
SWEP Malaysia Sdn. Bhd.	Malaysia
SWEP Slovakia s.r.o.	Slovakia (slovak Republic)
SWEP Technology (Suzhou) Co., Ltd.	China
SWEP Trading (Suzhou) Co., Ltd.	China
Syfer Technology Limited	United Kingdom
Temple Secretaries Limited	United Kingdom
Test Solutions (Suzhou) Co., Ltd.	China
Tipper Tie Alpina AG	Switzerland
Tipper Tie Technopack B. V.	Netherlands
Tipper Tie Technopack GmbH	Germany
Vectron Frequency Devices (Shanghai) Co., Ltd	China
Vectron International GmbH	Germany
Waukesha Bearings Limited	United Kingdom
Waukesha Bearings Russia Ltd.	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. 333-172299) and Form S-8 (File Nos. 333-01419, 333-45661, 333-64160 and 333-125072) of Dover Corporation of our report dated February 10, 2012 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 10, 2012

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 10, 2012

/s/ Brad M. Cerepak

Brad M. Cerepak
SVP & 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 10, 2012

/s/ Robert A. Livingston

Robert A. Livingston
Chief Executive Officer and President

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, 2011
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, 2011, (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 10, 2012

/s/ Robert A. Livingston

Robert A. Livingston
Chief Executive Officer and President

Dated: February 10, 2012

/s/ Brad M. Cerepak

Brad M. Cerepak
SVP & 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.

