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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): November 26, 2013

DOVER CORPORATION
(Exact name of registrant as specified in its charter)

State of Delaware	**1-4018**	**53-0257888**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(I.R.S. Employer Identification No.)**

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

(630) 541-1540
(Registrant's telephone number, including area code)

(Former Name or Former address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12(b) under the Exchange Act (17 CFR 240.14a-12(b))

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 8.01 Other Events

On December 4, 2013, Dover Corporation (the "Company") expects to issue €300,000,000 aggregate principal amount of 2.125% euro-denominated notes due 2020 (the "Notes"). The Notes will be issued under an indenture dated as of February 8, 2001 entered into between the Company and The Bank of New York Mellon, as Trustee (as successor to Bank One Trust Company, N.A. and J.P. Morgan Trust Company National Association) (the "Trustee"), as amended and supplemented by a first supplemental indenture dated as of October 13, 2005 between the Company and the Trustee, a second supplemental indenture dated as of March 14, 2008 between the Company and the Trustee, a third supplemental indenture dated as of February 22, 2011 between the Company and the Trustee and a fourth supplemental indenture dated as of December 2, 2013 (the "Fourth Supplemental Indenture") between the Company, the Trustee and the Bank of New York Mellon, London Branch, as Paying Agent (the "Paying Agent").

In connection with the issuance of the Notes, on November 26, 2013, the Company entered into a pricing agreement (the "Pricing Agreement") with Deutsche Bank AG, London Branch and Goldman, Sachs & Co. as representatives of the several underwriters named in Schedule I thereto, and such other underwriters (the "Underwriters"). The Company also entered into an underwriting agreement dated November 26, 2013 with the Underwriters (the "Underwriting Agreement"), the provisions of which are incorporated by reference into the Pricing Agreement.

The Notes are being offered pursuant to the Company's Registration Statement on Form S-3 (File No. 333-172299) and a related preliminary prospectus supplement dated November 26, 2013, prospectus supplement dated November 26, 2013 (the "Prospectus Supplement") and the Company's prospectus dated February 16, 2011 (together with the Prospectus Supplement, the "Prospectus"). The material terms of the Notes are described in the Prospectus.

Interest on the Notes is payable annually on December 1, commencing December 1, 2014, to holders of record on the preceding November 15. Interest on the Notes will accrue from December 4, 2013. The amount of interest payable for any interest period will be computed on the basis of the actual number of days in the period for which interest is being calculated and the actual number of days from and including the last date on which interest was paid on the Notes (or December 4, 2013 if no interest has been paid on the Notes), to but excluding the next scheduled interest payment date. This payment convention is referred to as ACTUAL/ACTUAL (ICMA) as defined in the rulebook of the International Capital Market Association.

The Notes will mature on December 1, 2020.

The Notes will be the Company's senior unsecured debt obligations and will rank on parity with all of its other senior unsecured indebtedness.

In connection with the offering, Ivonne M. Cabrera, Esq., the Company's Senior Vice President, General Counsel and Secretary, has provided the Company with the opinion regarding legality of the Notes attached to this report as Exhibit 5.1.

For a complete description of the terms and conditions of the Underwriting Agreement, the Pricing Agreement and the Notes, please refer to such agreements, the Fourth Supplemental Indenture and the form of Note included in the Fourth Supplemental Indenture, which are incorporated herein by reference and attached to this report as Exhibits 1.1, 1.2, 4.1 and 4.2.

Item 9.01 Financial Statements and Exhibits

(a) Financial statements of businesses acquired.

Not applicable.

(b) Pro forma financial information.

Not applicable.

(c) Shell company transactions.

Not applicable.

(d) Exhibits.

The following exhibits are filed as part of this Current Report on Form 8-K.

Exhibit No.	Description
Exhibit 1.1	Underwriting Agreement, dated November 26, 2013, between Dover Corporation and, as to the issuance and sale of the Notes, the Underwriters
Exhibit 1.2	Pricing Agreement, dated November 26, 2013, between Dover Corporation and the Underwriters
Exhibit 4.1	Fourth Supplemental Indenture, dated as of December 2, 2013, between Dover Corporation, the Trustee and the PayingAgent
Exhibit 4.2	Form of Global Note representing the 2.125% Notes due 2020 (€300,000,000 aggregate principal amount) (included as Exhibit A to Exhibit 4.1)
Exhibit 5.1	Opinion of Ivonne M. Cabrera, Esq., Senior Vice President, General Counsel and Secretary of Dover Corporation, with respect to legality of the Notes
Exhibit 12.1	Statement re Computation of Ratio of Earnings to Fixed Charges
Exhibit 23.1	Consent of Ivonne M. Cabrera, Esq., Senior Vice President, General Counsel and Secretary of Dover Corporation (set forth in Exhibit 5.1)

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this Current Report on Form 8-K to be signed on its behalf by the undersigned hereunto duly authorized.

Date: December 3, 2013

DOVER CORPORATION
(Registrant)

By: /s/ Ivonne M. Cabrera
Ivonne M. Cabrera, Senior Vice President,
General Counsel & Secretary

EXHIBIT INDEX

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Exhibit 1.1

DOVER CORPORATION

Debt Securities

UNDERWRITING AGREEMENT

November 26, 2013

To the Representatives of the
several Underwriters named in the
Pricing Agreement referred to below

Ladies and Gentlemen:

Dover Corporation, a Delaware corporation (the "Company"), proposes to enter into a Pricing Agreement (the "Pricing Agreement") in the form of Annex I hereto, with such additions and deletions as the parties thereto may determine, and, subject to the terms and conditions stated herein and therein, to issue and sell to the firms named in Schedule I to the Pricing Agreement (such firms constituting the "Underwriters" with respect to the Pricing Agreement and the securities specified therein) certain of its debt securities (the "Securities") specified in Schedule II to the Pricing Agreement (with respect to the Pricing Agreement, the "Designated Securities").

The terms and rights of any particular issuance of Designated Securities shall be as specified in the Pricing Agreement and in or pursuant to the indenture (the "Indenture") identified in the Pricing Agreement.

1. (a) Particular sales of Designated Securities may be made to the Underwriters of the Designated Securities, for whom the firms designated as representatives of the Underwriters of the Designated Securities in the Pricing Agreement will act as representatives (the "Representatives"). The term "Representatives" also refers to a single firm acting as sole representative of the Underwriters and to an Underwriter or Underwriters who act without any firm being designated as its or their representatives. This Underwriting Agreement shall not be construed as an obligation of the Company to sell any of the Securities or as an obligation of any of the Underwriters to purchase any of the Securities. The obligation of the Company to issue and sell any of the Securities and the obligation of any of the Underwriters to purchase any of the Securities shall be evidenced by the Pricing Agreement. The Pricing Agreement shall specify the aggregate principal amount of the Designated Securities, the initial public offering price of the Designated Securities, the purchase price to the Underwriters of the Designated Securities, the names of the Underwriters of the Designated Securities, the names of the Representatives of such Underwriters and the principal amount of the Designated Securities to be purchased by each Underwriter and shall set forth the date, time and manner of delivery of the Designated Securities and payment therefor. The Pricing Agreement shall also specify (to the extent not set forth in the Indenture and the registration statement and prospectus with respect thereto) the terms of the Designated Securities. The Pricing Agreement shall be in the form of an executed writing (which may be in counterparts), and may be evidenced by an exchange of telegraphic communications or any other rapid transmission device designed to produce a written record of communications transmitted. The obligations of the Underwriters under this Agreement and the Pricing Agreement shall be several and not joint.

2. The Company represents and warrants to, and agrees with, each of the Underwriters that:

(a) An "automatic shelf registration statement" (as defined in Rule 405 under the Securities Act of 1933, as amended (the "Securities Act")) on Form S-3 (File No. 333-172299) in respect of the Securities has been filed with the Securities and Exchange Commission (the "Commission") within three years prior to the date hereof; such registration statement, and any post-effective amendment thereto, became effective on filing; and no stop order suspending the effectiveness of such registration statement or any part thereof has been issued, no proceeding for that purpose has been initiated or threatened by the Commission, and no notice of objection of the Commission to the use of such registration statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Securities Act has been received by the Company (the base prospectus filed as part of such registration statement, in the form in which it has most recently been filed with the Commission on or prior to the date of this Agreement, is hereinafter called the "Base Prospectus"; any preliminary prospectus (including any preliminary prospectus supplement) relating to the Designated Securities filed with the Commission pursuant to Rule 424(b) under the Securities Act is hereinafter called a "Preliminary Prospectus"; the various parts of such registration statement, including all exhibits thereto (but excluding the Statement of Eligibility and Qualifications on Form T-1) and including any prospectus supplement relating to the Securities that is filed with the Commission and deemed by virtue of Rule 430B under the Securities Act to be part of such registration statement, each as amended at the time such part of the registration statement became effective, are hereinafter collectively called the "Registration Statement"; the Base Prospectus, as amended and supplemented immediately prior to the Applicable Time (being the time listed on Schedule II of the Pricing Agreement), including, without limitation, any Preliminary Prospectus relating to the Designated Securities, is hereinafter called the "Pricing Prospectus"; the form of the final prospectus supplement relating to the Securities, together with the Base Prospectus, filed with the Commission pursuant to Rule 424(b) under the Securities Act in accordance with Section 5(a) hereof is hereinafter called the "Prospectus"; any reference herein to the Base Prospectus, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus shall be deemed to refer to and include the documents incorporated by reference therein pursuant to Item 12 of Form S-3 under the Securities Act, as of the date of such prospectus; any reference to any amendment or supplement to the Base Prospectus, any Preliminary Prospectus, the Pricing Prospectus, or the Prospectus shall be deemed to refer to and include any post-effective amendment to the Registration Statement, any prospectus supplement relating to the Securities filed with the Commission pursuant to Rule 424(b) under the Securities Act and any documents filed under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and incorporated therein, in each case after the date of the Base Prospectus, such Preliminary Prospectus, the Pricing Prospectus, or the Prospectus, as the case may be; any reference to any amendment to the Registration Statement shall be deemed to refer to and include any annual report of the Company filed pursuant to Section 13(a) or 15(d) of the Exchange Act after the

effective date of the Registration Statement that is incorporated by reference in the Registration Statement; and any "issuer free writing prospectus" (as defined in Rule 433 under the Securities Act) relating to the Securities is hereinafter called an "Issuer Free Writing Prospectus";

(b) The Pricing Prospectus as supplemented by the final term sheet prepared and filed pursuant to Section 5(a) hereof and other Issuer Free Writing Prospectuses, if any, listed on Schedule II to the Pricing Agreement and specified as comprising part thereof, taken together (collectively, the "Pricing Disclosure Package"), as of the Applicable Time, did not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and each Issuer Free Writing Prospectus listed on Schedule II to the Pricing Agreement does not conflict with the information contained in the Registration Statement, the Pricing Prospectus or the Prospectus and each such Issuer Free Writing Prospectus, as supplemented by and taken together with the Pricing Disclosure Package as of the Applicable Time, did not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not apply to statements or omissions made in an Issuer Free Writing Prospectus in reliance upon and in conformity with information furnished in writing to the Company by an Underwriter through the Representatives expressly for use therein (it being understood and agreed that the only such information so furnished is as described in Section 9(f) hereof);

(c) The Registration Statement, the Pricing Prospectus and the Pricing Disclosure Package conform, and the Prospectus and any further post-effective amendments to the Registration Statement and the Prospectus will conform, as of the date on which they become effective or are filed with the Commission, as the case may be, in all material respects to the requirements of the Securities Act and the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"), and the rules and regulations of the Commission under such Acts, and do not and will not, as of the applicable effective dates as to the Registration Statement and any post-effective amendments thereto, as of the applicable filing date as to the Pricing Prospectus, as of the Applicable Time as to the Pricing Disclosure Package and as of the applicable filing date and as of the Time of Delivery (as defined in Section 4 hereof) as to the Prospectus and any amendment or supplement thereto, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; provided, however, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company by an Underwriter through the Representatives expressly for use therein (it being understood and agreed that the only such information so furnished is as described in Section 9(f) hereof);

(d) The documents incorporated by reference in the Pricing Prospectus and the Prospectus, when they became effective or were filed with the Commission (in the case of documents that have been amended, as of the date of filing of such amendment), as the case may be, conformed in all material respects to the requirements of the Securities Act or the

Exchange Act, as applicable, and the rules and regulations of the Commission thereunder, and none of such documents contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and any further documents so filed and incorporated by reference in the Prospectus or any further amendment or supplement thereto, when such documents become effective or are filed with the Commission, as the case may be, will conform in all material respects to the requirements of the Securities Act or the Exchange Act, as applicable, and the rules and regulations of the Commission thereunder and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(e) The financial statements and the related notes thereto included or incorporated by reference in the Registration Statement, the Pricing Prospectus and the Prospectus comply in all material respects with the applicable requirements of the Securities Act and the Exchange Act, as applicable, and present fairly the consolidated financial position of the Company and its subsidiaries as of the dates indicated and the results of their operations and the changes in their cash flows for the periods specified; such financial statements have been prepared in conformity with generally accepted accounting principles applied on a consistent basis throughout the periods covered thereby, and the supporting schedules included or incorporated by reference in the Registration Statement, the Pricing Prospectus and the Prospectus present fairly the information required to be stated therein; the other financial information included or incorporated by reference in the Registration Statement, the Pricing Prospectus and the Prospectus has been derived from the accounting records of the Company and its subsidiaries and presents fairly the information shown thereby; and the pro forma financial information and the related notes thereto included or incorporated by reference in the Registration Statement, the Pricing Prospectus and the Prospectus have been prepared in accordance with the applicable requirements of the Securities Act and the Exchange Act, as applicable, and the assumptions underlying such pro forma financial information are reasonable and are set forth in each of the Registration Statement, the Pricing Prospectus and the Prospectus;

(f) No order suspending the use of any Preliminary Prospectus or any Issuer Free Writing Prospectus has been issued by the Commission and no proceeding for that purpose has been initiated or threatened by the Commission;

(g) Neither the Company nor any of its subsidiaries has sustained since the date of the latest audited financial statements included or incorporated by reference in the Pricing Disclosure Package and the Prospectus any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, which loss or interference is material to the Company and its subsidiaries taken as a whole, otherwise than as set forth or contemplated in the Pricing Disclosure Package and the Prospectus; and, since the respective dates as of which information is given in the Pricing Disclosure Package and the Prospectus, there has not been any change in the capital stock or consolidated long-term debt of the Company, except for changes in capital stock in the

ordinary course of business pursuant to Company benefit plans and arrangements, and except for changes in consolidated long-term debt of the Company, not exceeding $100,000,000, as a result of acquisitions since the respective dates as of which information is given in the Pricing Disclosure Package and the Prospectus or as a result of reclassification of long-term debt as short-term debt, or any material adverse change, or any development involving a prospective material adverse change, in or affecting the general affairs, management, properties and assets, financial position, stockholders' equity or results of operations of the Company and its subsidiaries taken as a whole, otherwise than as set forth or contemplated in the Pricing Disclosure Package and the Prospectus;

(h) The Company and its subsidiaries have good and marketable title to each item of property the gross book value of which exceeds 1% of Consolidated Net Tangible Assets (as defined in the Pricing Disclosure Package and the Prospectus under the caption "Description of Debt Securities") owned by them, in each case free and clear of all liens, encumbrances and defects except such as are described in the Pricing Disclosure Package and the Prospectus or such as do not materially affect the value of such property and do not interfere with the use made and proposed to be made of such property by the Company and its subsidiaries; and any real property and buildings held under lease by the Company and its subsidiaries which if owned by the Company would constitute a Principal Property (as defined in the Pricing Disclosure Package and the Prospectus under the caption "Description of Debt Securities") are held by them under valid, subsisting and enforceable leases with such exceptions as are not material and do not interfere with the use made and proposed to be made of such property and buildings by the Company and its subsidiaries;

(i) The Company has been incorporated and is validly existing as a corporation in good standing under the laws of the jurisdiction of its incorporation, with power and authority (corporate and other) to own its properties and conduct its business as described in the Pricing Disclosure Package and the Prospectus, and has been duly qualified as a foreign corporation for the transaction of business and is in good standing under the laws of each other jurisdiction in which it owns or leases properties or conducts any business so as to require such qualification, or is subject to no material liability or disability by reason of the failure to be so qualified in any such jurisdiction; and each Significant Subsidiary of the Company (as defined in Section 2(t) hereof) has been duly incorporated or formed and is validly existing as a corporation, limited liability company or limited partnership, as the case may be, in good standing under the laws of its jurisdiction of incorporation or formation;

(j) The Company has an authorized capitalization as set forth in the Pricing Disclosure Package and the Prospectus, and all of the issued and outstanding shares of capital stock of the Company have been duly and validly authorized and issued and are fully paid and non-assessable; and all of the issued and outstanding shares of capital stock of each subsidiary of the Company have been duly and validly authorized and issued, are fully paid and non-assessable and, except as indicated in the Pricing Disclosure Package and the Prospectus, and except for directors' qualifying shares and certain arrangements with other stockholders of certain subsidiaries that are not Significant Subsidiaries, all of such shares of capital stock that are owned directly or indirectly by the Company are owned free and clear of any material liens, encumbrances, equities or claims;

(k) The Designated Securities have been duly authorized, and, when Designated Securities are issued and delivered pursuant to this Agreement and the Pricing Agreement, the Designated Securities will have been duly executed, authenticated, issued and delivered and will constitute valid and legally binding obligations of the Company enforceable against the Company, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles, and entitled to the benefits provided by the Indenture, which will be substantially in the form filed as an exhibit to the Registration Statement; the Indenture has been duly authorized and duly qualified under the Trust Indenture Act and, at the Time of Delivery for the Designated Securities, the Indenture will constitute a valid and legally binding instrument enforceable in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles; and the Indenture conforms, and the Designated Securities will conform, to the descriptions thereof contained in the Pricing Disclosure Package and the Prospectus with respect to the Designated Securities;

(l) This Agreement has been duly authorized, executed and delivered, and the Pricing Agreement will be duly authorized, executed and delivered on the date thereof, by the Company;

(m) The issue and sale of the Designated Securities and the compliance by the Company with all of the provisions of this Agreement, the Pricing Agreement, the Designated Securities and the Indenture, and the consummation of the transactions herein and therein contemplated will not result in a breach or violation of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement or other material agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of the property or assets of the Company or any of its subsidiaries is subject, nor will such action result in any violation of the provisions of the Company's Certificate of Incorporation or By-laws or any statute or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or any of its subsidiaries or any of their properties; and no consent, approval, authorization, order, registration or qualification of or filing with any such court or governmental agency or body is required for the issue and sale of the Designated Securities or the consummation by the Company of the transactions contemplated by this Agreement, the Pricing Agreement or the Indenture, except such as have been, or will have been prior to the Time of Delivery, made or obtained under the Securities Act and the Trust Indenture Act and such consents, approvals, authorizations, registrations, qualifications or filings as may be required under state securities or Blue Sky laws in connection with the purchase and distribution of the Securities by the Underwriters or from the New York Stock Exchange, Inc. in connection with the listing of the Designated Securities;

(n) Neither the Company nor any of its subsidiaries is in violation of its Certificate of Incorporation or By-laws, or similar organizational documents, or in default in the performance or observance of any material obligation, covenant or condition contained in any material indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which it is a party or by which it or any of its properties may be bound;

(o) The statements set forth in the Pricing Disclosure Package and the Prospectus under the captions "Description of Notes" and "Description of Debt Securities," insofar as they purport to constitute a summary of the terms of the Indenture and the Designated Securities, under the caption "Certain United States Federal Income Tax Considerations", insofar as they purport to describe matters of U.S. federal income tax law and regulation and legal conclusions referred to therein, and under the captions "Underwriting" and "Plan of Distribution," insofar as they purport to describe the provisions of the laws and documents referred to therein, are accurate and fair;

(p) Other than as set forth in the Pricing Disclosure Package and the Prospectus, there are no legal or governmental proceedings pending to which the Company or any of its subsidiaries is a party or of which any property or assets of the Company or any of its subsidiaries is the subject which, if determined adversely to the Company or any of its subsidiaries, would, individually or in the aggregate, have a material adverse effect on the financial position, stockholders' equity or results of operations of the Company and its subsidiaries taken as a whole; and, to the Company's knowledge, no such proceedings are threatened or contemplated by governmental authorities or threatened by others;

(q) The Company is not and, after giving effect to the offering and sale of the Securities and the application of proceeds thereof, will not be an "investment company" or an entity "controlled" by an "investment company", as such terms are defined in the Investment Company Act of 1940, as amended (the "Investment Company Act");

(r) The Company has been, since the initial filing of the Registration Statement, and continues to be a "well-known seasoned issuer" and has not been, since such filing of the Registration Statement, and continues not to be an "ineligible issuer" (as such terms are defined in Rule 405 under the Securities Act); and the Company is not the subject of a pending proceeding under Section 8A of the Securities Act;

(s) PricewaterhouseCoopers LLP, who has certified certain financial statements of the Company and its subsidiaries, and have audited the Company's internal control over financial reporting and management's assessment thereof, is an independent registered public accounting firm as required by the Securities Act and the rules and regulations of the Commission thereunder and the rules and regulations of the Public Company Accounting Oversight Board; and

(t) The subsidiaries of the Company listed in Annex II hereto constitute all of the "significant subsidiaries" (as such term is defined in Rule 1-02 of Regulation S-X) of the Company (the "Significant Subsidiaries") as of December 31, 2012;

(u) The Company maintains a system of internal control over financial reporting (as such term is defined in Rule 13a-15(f) under the Exchange Act) that complies with the requirements of the Exchange Act and has been designed by the Company's principal executive officer and principal financial officer, or under their 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; the Company's management has evaluated the effectiveness of the Company's internal control over financial reporting as of the end of the period covered by the Company's Annual Report on Form 10-K for the year ended December 31, 2012, and have concluded that except as disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus, there were, as of the end of the period covered by such reports, no material weaknesses in the Company's internal controls;

(v) The Company maintains disclosure controls and procedures (as such term is defined in Rule 13a-15(e) under the Exchange Act) that are designed to ensure that information required to be disclosed by the Company in reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the Commission's rules and forms. The Company's management (with the participation of its principal executive officer and principal financial officer) have evaluated the effectiveness of the Company's disclosure controls and procedures as of the end of the period covered by the Company's Annual Report on Form 10-K for the year ended December 31, 2012, and have concluded that such disclosure controls and procedures were effective as of the end of the period covered by such report to provide reasonable assurance that information required to be disclosed by the Company in reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the Commission;

(w) The Company is in compliance with the applicable provisions of the Sarbanes-Oxley Act of 2002 and the rules and regulations of the Commission adopted pursuant thereto as such rules and regulations currently apply to the Company, except for where the failure to be in compliance would not, individually or in the aggregate, have a material adverse effect on the Company and its subsidiaries taken as a whole;

(x) Neither the Company nor any of its subsidiaries nor, to the knowledge of the Company, any director, officer, agent, employee or other person associated with or acting on behalf of the Company or any of its subsidiaries has, within the past five years, (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977, as amended (the "FCPA") (or any equivalent provision of the law of any other jurisdiction); or (iv) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment. The Company and its subsidiaries have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance with the FCPA (and any equivalent provision of the law of any other jurisdiction);

(y) The operations of the Company and its subsidiaries are and have been conducted at all times relevant to the offering of the Securities in compliance with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of any

other jurisdiction, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, "Money Laundering Laws"); and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to Money Laundering Laws is pending or, to the knowledge of the Company, threatened;

(z) None of the Company, any of its subsidiaries and, to the knowledge of the Company, any director, officer, agent, employee or affiliate of the Company or of any of its subsidiaries is currently subject to or the target of any U.S. sanctions administered by the U.S. government including without limitation the Office of Foreign Assets Control of the U.S. Department of the Treasury ("Sanctions"); neither the Company nor any of its subsidiaries does business with the government of, or any person located in, any country, or with any other person, targeted by any of the Sanctions, except as authorized by Sanctions; the Company is not controlled (within the meaning of the regulations promulgating such sanctions or the laws authorizing such promulgation) by any such government or person; and the Company will not, directly or indirectly, use the proceeds of the offering of the Securities, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person currently subject to or the target of Sanctions;

(aa) The interactive data in eXtensible Business Reporting Language incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus fairly presents the information called for in all material respects and has been prepared in accordance with the Commission's rules and guidelines applicable thereto; and

(bb) The Company has not taken, directly or indirectly, any action designed to or that could reasonably be expected to cause or result in any stabilization or manipulation of the price of the Securities.

For purposes of this Section 2 as well as for Section 8 hereof, references to "the Pricing Disclosure Package and the Prospectus" are to each of them as a separate or stand-alone document (and not the two of them taken together), so that representations, warranties, agreements, conditions and legal opinions will be made, given or measured independently in respect of each of the Pricing Disclosure Package and the Prospectus.

3. Upon the execution of the Pricing Agreement and authorization by the Representatives of the release of the Designated Securities, the several Underwriters propose to offer the Designated Securities for sale upon the terms and conditions set forth in the Prospectus.

4. The Designated Securities to be purchased by each Underwriter pursuant to the Pricing Agreement shall be issued in minimum denominations of €100,000 and integral multiples of €1,000 in excess thereof. The Designated Securities will be represented by global notes in registered form without interest coupons attached (the "Global Notes"). The Global Notes will be made available for inspection by the Representatives at least 24 hours prior to the Time of Delivery specified in the Pricing Agreement or at such other time and date as the Representatives and the

Company may agree upon in writing, such time and date being herein called the "Time of Delivery". The Global Notes will be registered in the name of The Bank of New York Depository (Nominees) Limited, as nominee of The Bank of New York Mellon, London Branch, as Common Depositary (the "Common Depositary") for Clearstream Banking, société anonyme ("Clearstream") and Euroclear Bank S.A./N.V., as operator of the Euroclear System ("Euroclear"). Payment for and delivery of the Designated Securities will be made at the offices of Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, New York 10017, at the Time of Delivery. Payment for the Designated Securities shall be made by or on behalf of the Underwriters in immediately available funds to the Common Depositary, for the account of the Company, against delivery to the Common Depositary, for the respective accounts of the several Underwriters, of the Designated Securities, with any transfer taxes payable in connection with the sale of the Designated Securities duly paid by the Company.

5. The Company agrees with each of the Underwriters of the Designated Securities:

(a) To prepare the Prospectus in relation to the Designated Securities in a form approved by the Representatives and to file such Prospectus pursuant to Rule 424(b) under the Securities Act not later than the Commission's close of business on the second business day following the date of the Pricing Agreement or, if applicable, such earlier time as may be required by Rule 424(b); to make no further amendment or any supplement to the Registration Statement, the Base Prospectus, the Pricing Prospectus or the Prospectus after the date of the Pricing Agreement and prior to the Time of Delivery for the Designated Securities which shall be disapproved by the Representatives for the Designated Securities promptly after reasonable notice thereof; to advise the Representatives promptly of any such amendment or supplement after such Time of Delivery and furnish the Representatives with copies thereof; to prepare a final term sheet, containing solely a description of the applicable Designated Securities, in a form agreed between the Company and the Representatives on the date hereof (the "Final Term Sheet") and to file the Final Term Sheet pursuant to Rule 433(d) under the Securities Act as soon as practicable after the pricing of the offering of the Designated Securities and, in any event, within the time required by such Rule; to file promptly all other information or material required to be filed by the Company with the Commission pursuant to Rule 433(d) under the Securities Act; to file promptly all reports and any definitive proxy or information statements required to be filed by the Company with the Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act for so long as the delivery of a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) of the Securities Act) is required in connection with the offering or sale of the Designated Securities, and during such same period to advise the Representatives, promptly after it receives notice thereof, of the time when any amendment to the Registration Statement has been filed or becomes effective or any supplement to the Prospectus or any amended Prospectus has been filed with the Commission, of the issuance by the Commission of any stop order or of any order preventing or suspending the use of any prospectus relating to the Designated Securities, of the suspension of the qualification of the Designated Securities for offering or sale in any jurisdiction, of the initiation or threatening of any proceeding for any such purpose, or of any request by the Commission for the amending or supplementing of the Registration Statement or the Prospectus or for additional information; and, in the event of the issuance of any such stop order or of any such order preventing or suspending the use of any prospectus relating to the Securities or suspending any such qualification, to promptly use its reasonable best efforts to obtain the withdrawal of such order;

(b) Promptly from time to time to take such action as the Representatives may reasonably request to qualify the Designated Securities for offering and sale under the securities laws of such U.S. jurisdictions as the Representatives may request and to comply with such laws so as to permit the continuance of sales and dealings therein in such jurisdictions for as long as may be necessary to complete the distribution of the Designated Securities, provided that in connection therewith the Company shall not be required to qualify as a foreign corporation or to file a general consent to service of process in any jurisdiction;

(c) To furnish the Underwriters with written and electronic copies of the Prospectus in New York City as amended or supplemented in such quantities as the Representatives may reasonably request, and, if the delivery of a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Securities Act) is required at any time in connection with the offering or sale of the Designated Securities and if at such time any event shall have occurred as a result of which the Prospectus as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made when such Prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Securities Act) is delivered, not misleading, or, if for any other reason it shall be necessary during such same period to amend or supplement the Prospectus or to file under the Exchange Act any document incorporated by reference in the Prospectus in order to comply with the Securities Act, the Exchange Act or the Trust Indenture Act, to notify the Representatives and upon their request to file such document and to prepare and furnish without charge to each Underwriter and to any dealer in securities as many written and electronic copies as the Representatives may from time to time reasonably request of an amended Prospectus or a supplement to the Prospectus which will correct such statement or omission or effect such compliance;

(d) To make generally available to its securityholders as soon as practicable, but in any event not later than eighteen months after the effective date of the Registration Statement (as defined in Rule 158(c) under the Securities Act), an earnings statement of the Company and its subsidiaries (which need not be audited) complying with Section 11(a) of the Securities Act and the rules and regulations of the Commission thereunder (including, at the option of the Company, Rule 158);

(e) During the period beginning from the date of the Pricing Agreement and continuing to and including the later of (i) the termination of trading restrictions for the Designated Securities, as notified to the Company by the Representatives and (ii) the Time of Delivery for the Designated Securities, not to offer, sell, contract to sell or otherwise dispose of any debt securities of the Company which mature more than one year after such Time of Delivery and which are substantially similar to the Designated Securities, without the prior written consent of the Representatives;

(f) To pay the required Commission filing fees relating to the Designated Securities within the time required by Rule 456(b)(1) under the Securities Act without regard to the proviso therein and otherwise in accordance with Rules 456(b) and 457(r) under the Securities Act;

(g) If at any time when any of the Designated Securities remains unsold by the Underwriters the Company receives from the Commission a notice pursuant to Rule 401(g)(2) or otherwise ceases to be eligible to use the automatic shelf registration statement form, to (i) promptly notify the Representatives, (ii) promptly file a new registration statement or post-effective amendment on the proper form relating to the Designated Securities, in a form satisfactory to the Representatives, (iii) use its best efforts to cause such registration statement or post-effective amendment to be declared effective and (iv) promptly notify the Representatives of such effectiveness. The Company will take all other action necessary or appropriate to permit the public offering and sale of the Designated Securities to continue as contemplated in the registration statement that was the subject of the Rule 401(g)(2) notice or for which the Company has otherwise become ineligible. References herein to the "Registration Statement" shall be deemed to include such new registration statement or post-effective amendment, as the case may be;

(h) The Company will assist the Underwriters in arranging for the Designated Securities to be eligible for clearance and settlement through Clearstream and Euroclear; and

(i) The Company will use its reasonable best efforts to list, subject to notice of issuance, the Designated Securities on the New York Stock Exchange for trading on such exchange as promptly as practicable after the date hereof.

6.

(a) (i) The Company represents and agrees that, other than the Final Term Sheet prepared and filed pursuant to Section 5(a) hereof, without the prior consent of the Representatives, it has not made, and will not make, any offer relating to the Designated Securities that would constitute a "free writing prospectus" (as defined in Rule 405 under the Securities Act);

(ii) each Underwriter represents and agrees that, without the prior consent of the Company and the Representatives, other than one or more term sheets relating to the Designated Securities containing customary information not inconsistent with the Final Term Sheet and conveyed to purchasers of Designated Securities, it has not made and will not make any offer relating to the Designated Securities that would constitute an Issuer Free Writing Prospectus or a free writing prospectus required to be filed with the Commission pursuant to Rule 433 under the Securities Act; and

(iii) any such free writing prospectus the use of which has been consented to by the Company and the Representatives (including the Final Term Sheet) is listed on Schedule II to the Pricing Agreement;

(b) The Company has complied and will comply with the requirements of Rule 433 under the Securities Act applicable to any Issuer Free Writing Prospectus, including timely filing with the Commission or retention where required and legending; and

(c) The Company agrees that if at any time following issuance of an Issuer Free Writing Prospectus any event occurred or occurs as a result of which such Issuer Free Writing Prospectus would conflict with the information in the Registration Statement, the Pricing Disclosure Package or the Prospectus or would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances then prevailing, not misleading, the Company will give prompt notice thereof to the Representatives and, if requested by the Representatives, will prepare and furnish without charge to each Underwriter an Issuer Free Writing Prospectus or other document that will correct such conflict, statement or omission; provided, however, that this representation and warranty shall not apply to any statements or omissions in an Issuer Free Writing Prospectus made in reliance upon and in conformity with information furnished in writing to the Company by an Underwriter through the Representatives expressly for use therein (it being understood and agreed that the only such information so furnished is as described in Section 9(f) hereof).

7. The Company covenants and agrees with the several Underwriters that the Company will pay or cause to be paid the following: (i) the fees, disbursements and expenses of the Company's counsel and independent public registered accounting firm in connection with the registration of the Securities under the Securities Act and all other expenses in connection with the preparation, printing and filing of the Registration Statement, the Base Prospectus, the Pricing Prospectus, any Preliminary Prospectus, any Issuer Free Writing Prospectus and the Prospectus and amendments and supplements thereto and the mailing and delivering of copies thereof to the Underwriters and dealers; (ii) the cost of printing or producing any Agreement among Underwriters, this Agreement, the Pricing Agreement, the Indenture, any Blue Sky and Legal Investment Memoranda or Surveys, closing documents (including any compilations thereof) and any other documents in connection with the offering, purchase, sale and delivery of the Securities; (iii) all expenses in connection with the qualification of the Securities for offering and sale under state securities laws as provided in Section 5(b) hereof, including the reasonable fees and disbursements of counsel for the Underwriters in connection with such qualification and in connection with the Blue Sky and Legal Investment Memoranda or Surveys; (iv) any fees charged by securities rating services for rating the Securities; (v) the cost of preparing the Securities; (vi) the fees and expenses of any Trustee, any Common Depositary, and any agent of any Trustee or any Common Depositary and the fees and disbursements of counsel for any Trustee or any Common Depositary in connection with any Indenture and the Securities; (vii) the fees and expenses incurred in connection with the listing of any Securities on The New York Stock Exchange; and (viii) all other costs and expenses incident to the performance of its obligations hereunder which are not otherwise specifically provided for in this Section. It is understood, however, that, except as provided in this Section 7, and Sections 9 and 12 hereof, the Underwriters will pay all of their own costs and expenses, including the fees of their counsel, transfer taxes on resale of any of the Securities by them, and any advertising expenses connected with any offers they may make.

8. The obligations of the Underwriters of the Designated Securities under the Pricing Agreement shall be subject, in the discretion of the Representatives, to the condition that all representations and warranties and other statements of the Company in or incorporated by reference in the Pricing Agreement are, at and as of the Time of Delivery for the Designated Securities, true and correct, the condition that the Company shall have performed all of its obligations hereunder theretofore to be performed, and the following additional conditions:

(a) Any Preliminary Prospectus, the Pricing Prospectus and the Prospectus in relation to the Designated Securities shall have been filed, to the extent required, with the Commission pursuant to Rule 424(b) within the applicable time period prescribed for such filing by the rules and regulations under the Securities Act and in accordance with Section 5(a) hereof; the Final Term Sheet prepared and filed pursuant to Section 5(a) hereof, and any other information or material required to be filed by the Company pursuant to Rule 433(d) under the Securities Act, shall have been filed with the Commission within the applicable time periods prescribed for such filings by Rule 433; no stop order suspending the effectiveness of the Registration Statement or any part thereof shall have been issued, no proceeding for that purpose shall have been initiated or threatened by the Commission and no notice of objection of the Commission to the use of the Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Securities Act shall have been received; no stop order suspending or preventing the use of the Prospectus or any Issuer Free Writing Prospectus shall have been initiated or threatened by the Commission; and all requests for additional information on the part of the Commission shall have been complied with to the Representatives' reasonable satisfaction;

(b) Simpson Thacher & Bartlett LLP, counsel for the Underwriters, shall have furnished to the Representatives such written opinion or opinions, dated the Time of Delivery for the Designated Securities, with respect to the existence of the Company, this Agreement, the validity of the Indenture and the Designated Securities, the Registration Statement, the Pricing Disclosure Package, the Prospectus and such other related matters as the Representatives may reasonably request, and such counsel shall have received such papers and information as they may reasonably request to enable them to pass upon such matters;

(c) The General Counsel of the Company or such other counsel satisfactory to the Representatives shall have furnished to the Representatives their written opinion, dated the Time of Delivery for the Designated Securities, in form and substance satisfactory to the Representatives, to the effect set forth on Annex III hereto;

(d) Baker & McKenzie LLP, counsel to the Company, shall have furnished to the Representatives their written opinion, dated the Time of Delivery for the Designated Securities, in form and substance satisfactory to the Representatives, to the effect that the statements set forth in the Pricing Disclosure Package and the Prospectus under the caption "Certain United States Federal Income Tax Considerations", insofar as they purport to summarize certain matters relating to U.S. federal laws, constitute fair summaries of such matters in all material respects;

(e) On the date of this Agreement, on the effective date of any post-effective amendment to the Registration Statement filed subsequent to the date of this Agreement and also at the Time of Delivery for the Designated Securities, PricewaterhouseCoopers LLP shall have furnished to the Representatives, at the request of the Company, a letter, dated such date and

addressed to the Underwriters, in form and substance satisfactory to the Representatives, containing statements and information of the type customarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained or incorporated by reference in the Registration Statement, the Pricing Prospectus and the Prospectus;

(f) Since the date of the latest audited financial statements included or incorporated by reference in the Pricing Disclosure Package and the Prospectus, (i) neither the Company nor any of its subsidiaries shall have sustained any loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, which loss or interference is material to the Company and its subsidiaries taken as a whole, otherwise than as set forth or contemplated in the Pricing Disclosure Package and the Prospectus, and (ii) there shall not have been any change in the capital stock or consolidated long-term debt of the Company, except for changes in capital stock in the ordinary course of business pursuant to Company benefit plans and arrangements, and except for changes in consolidated long-term debt of the Company as a result of acquisitions since the respective dates as of which information is given in the Pricing Disclosure Package and the Prospectus or as a result of reclassification of long-term debt as short-term debt, or any change, or any development involving a prospective change, in or affecting the general affairs, management, properties and assets, financial position, stockholders' equity or results of operations of the Company and its subsidiaries taken as a whole, otherwise than as set forth or contemplated in the Pricing Disclosure Package and the Prospectus, the effect of which, in any such case described in clause (i) or (ii) is, in the judgment of the Representatives, so material and adverse as to make it impracticable or inadvisable to proceed with the public offering or the delivery of the Designated Securities on the terms and in the manner contemplated in the Pricing Disclosure Package and the Prospectus;

(g) On or after the Applicable Time (i) no downgrading shall have occurred in the rating accorded the Company's debt securities or preferred stock by any "nationally recognized statistical rating organization" (as such term is defined by the Commission under Rule 3(a)(62) of the Exchange Act), and (ii) no such organization shall have publicly announced that it has under surveillance or review, with possible negative implications, its rating of any of the Company's debt securities or preferred stock;

(h) On or after the Applicable Time, there shall not have occurred any of the following: (i) a suspension or material limitation in trading in securities generally on The New York Stock Exchange or the over the counter market; (ii) a suspension or material limitation in trading in securities issued or guaranteed by the Company on any exchange or in any over the counter market; (iii) a general moratorium on commercial banking activities declared by federal, New York state or European authorities or a material disruption in commercial banking or securities settlement or clearance services in the United States; or (iv) the outbreak or escalation of hostilities involving the United States or the declaration by the United States of a national emergency or war, any change in financial markets or any calamity or crisis, either within or outside the United States, if, in the judgment of the Representatives, any such event specified in this clause (iv) is material and adverse and makes it impracticable or inadvisable to proceed with the public offering or the delivery of the Designated Securities on the terms and in the manner contemplated in the Pricing Disclosure Package, the Prospectus and this Agreement;

(i) The Company shall have complied with the provisions of Section 5(c) hereof with respect to the furnishing of prospectuses;

(j) The Company shall have furnished or caused to be furnished to the Representatives at the Time of Delivery for the Designated Securities a certificate or certificates of officers of the Company satisfactory to the Representatives as to the accuracy of the representations and warranties of the Company herein at and as of such Time of Delivery, as to the performance by the Company of all of its agreements and obligations hereunder to be performed at or prior to such Time of Delivery, as to the matters set forth in Sections 8(a) and 8(f) and as to such other matters as the Representatives may reasonably request;

(k) The Designated Securities will be eligible for clearance and settlement through Clearstream and Euroclear; and

(l) The Company shall have applied to list the Designated Securities on The New York Stock Exchange and satisfactory evidence of such action shall have been provided to the Representatives.

9. (a) The Company will indemnify and hold harmless each Underwriter against any losses, claims, damages or liabilities, joint or several, to which such Underwriter may become subject, under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, the Base Prospectus, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement to any thereof, any Issuer Free Writing Prospectus or any "issuer information" filed or required to be filed pursuant to Rule 433(d) under the Securities Act, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse each Underwriter for any legal or other expenses reasonably incurred by such Underwriter in connection with investigating or defending any such action or claim as such expenses are incurred; provided, however, that the Company shall not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in the Registration Statement, the Base Prospectus, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus, in reliance upon and in conformity with written information furnished to the Company by any Underwriter through the Representatives expressly for use therein (it being understood and agreed that the only such information so furnished is as described in Section 9(f) hereof).

(b) Each Underwriter will indemnify and hold harmless the Company against any losses, claims, damages or liabilities to which the Company may become subject, under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, the Base Prospectus, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the

statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Registration Statement, the Base Prospectus, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus, in reliance upon and in conformity with written information furnished to the Company by such Underwriter through the Representatives expressly for use therein (it being understood and agreed that the only such information so furnished is as described in Section 9(f) hereof); and will reimburse the Company for any legal or other expenses reasonably incurred by the Company in connection with investigating or defending any such action or claim as such expenses are incurred.

(c) Promptly after receipt by an indemnified party under Sections 9(a) or 9(b) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve it from any liability which it may have to any indemnified party otherwise than under such subsection. In case any such action shall be brought against any indemnified party and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. No indemnifying party shall, without the written consent of the indemnified party, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified party is an actual or potential party to such action or claim) unless such settlement, compromise or judgment (i) includes an unconditional release of the indemnified party from all liability arising out of such action or claim and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any indemnified party.

(d) If the indemnification provided for in this Section 9 is unavailable to or insufficient to hold harmless an indemnified party under Sections 9(a) or 9(b) above in respect of any losses, claims, damages or liabilities (or actions in respect thereof) referred to therein, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Underwriters of the Designated Securities on the other from the offering of the Designated Securities to which such loss, claim, damage or liability (or action in respect thereof) relates. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law or if the indemnified party failed to give the notice required under Section 9(c) above, then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company on the one hand and the Underwriters of the

Designated Securities on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and such Underwriters on the other shall be deemed to be in the same proportion as the total net proceeds from such offering (before deducting expenses) received by the Company bear to the total underwriting discounts and commissions received by such Underwriters. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company on the one hand or such Underwriters on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and the Underwriters agree that it would not be just and equitable if contribution pursuant to this Section 9(d) were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to above in this Section 9(d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this Section 9(d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 9(d), no Underwriter shall be required to contribute any amount in excess of the underwriting discounts and commissions applicable to the Designated Securities purchased by such Underwriter. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The obligations of the Underwriters of Designated Securities in this Section 9(d) to contribute are several in proportion to their respective underwriting obligations with respect to such Securities and not joint.

(e) The obligations of the Company under this Section 9 shall be in addition to any liability which the Company may otherwise have and shall extend, upon the same terms and conditions, to each person, if any, who controls any Underwriter within the meaning of the Securities Act (including, without limitation, any such broker-dealer affiliate of any Underwriter); and the obligations of the Underwriters under this Section 9 shall be in addition to any liability which the respective Underwriters may otherwise have and shall extend, upon the same terms and conditions, to each officer and director of the Company and to each person, if any, who controls the Company within the meaning of the Securities Act.

(f) The Company hereby acknowledges and agrees that the only information that the Underwriters have furnished to the Company expressly for use in the Registration Statement, the Base Prospectus, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement to any thereof, or any Issuer Free Writing Prospectus or any issuer information filed or required to be filed pursuant to Rule 433(d) under the Securities Act, or any road show, consists of the statements set forth in the third, seventh, seventeenth and eighteenth (as to underwriters only) paragraphs under the caption "Underwriting" in the Pricing Prospectus and the Prospectus.

10. (a) If any Underwriter shall default in its obligation to purchase the Designated Securities which it has agreed to purchase under the Pricing Agreement, the Representatives may in their discretion arrange for themselves or another party or other parties to purchase the Designated Securities on the terms contained herein. If within thirty-six hours after such default by any Underwriter the Representatives do not arrange for the purchase of the Designated Securities, then the Company shall be entitled to a further period of thirty-six hours within which to procure another party or other parties satisfactory to the Representatives to purchase the Designated Securities on such terms. In the event that, within the respective prescribed period, the Representatives notify the Company that they have so arranged for the purchase of the Designated Securities, or the Company notifies the Representatives that it has so arranged for the purchase of the Designated Securities, the Representatives or the Company shall have the right to postpone the Time of Delivery for the Designated Securities for a period of not more than seven days, in order to effect whatever changes may thereby be made necessary in the Registration Statement or the Prospectus as amended or supplemented, or in any other documents or arrangements, and the Company agrees to file promptly any amendments or supplements to the Registration Statement or the Prospectus which in the opinion of the Representatives may thereby be made necessary. The term "Underwriter" as used in this Agreement shall include any person substituted under this Section 10 with like effect as if such person had originally been a party to the Pricing Agreement.

(b) If, after giving effect to any arrangements for the purchase of the Designated Securities of a defaulting Underwriter or Underwriters by the Representatives and the Company as provided in Section 10(a) above, the aggregate principal amount of the Designated Securities which remains unpurchased does not exceed one-eleventh of the aggregate principal amount of the Designated Securities, then the Company shall have the right to require each non-defaulting Underwriter to purchase the principal amount of Designated Securities which such Underwriter agreed to purchase under the Pricing Agreement and, in addition, to require each non-defaulting Underwriter to purchase its pro rata share (based on the principal amount of Designated Securities which such Underwriter agreed to purchase under the Pricing Agreement) of the Designated Securities of such defaulting Underwriter or Underwriters for which such arrangements have not been made; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

(c) If, after giving effect to any arrangements for the purchase of the Designated Securities of a defaulting Underwriter or Underwriters by the Representatives and the Company as provided in Section 10(a) above, the aggregate principal amount of Designated Securities which remains unpurchased exceeds one-eleventh of the aggregate principal amount of the Designated Securities, as referred to in Section 10(b) above, or if the Company shall not exercise the right described in Section 10(b) above to require non-defaulting Underwriters to purchase Designated Securities of a defaulting Underwriter or Underwriters, then the Pricing Agreement shall thereupon terminate, without liability on the part of any non-defaulting Underwriter or the Company, except for the expenses to be borne by the Company and the Underwriters as provided in Section 7 hereof and the indemnity and contribution agreements in Section 9 hereof; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

11. The respective indemnities, agreements, representations, warranties and other statements of the Company and the several Underwriters, as set forth in this Agreement or made by or on behalf of them, respectively, pursuant to this Agreement, shall remain in full force and effect, regardless of any investigation (or any statement as to the results thereof) made by or on behalf of any Underwriter or any controlling person of any Underwriter, or the Company, or any officer or director or controlling person of the Company, and shall survive delivery of and payment for the Securities.

12. If the Pricing Agreement shall be terminated pursuant to Section 10 hereof, the Company shall not then be under any liability to any Underwriter with respect to the Designated Securities covered by the Pricing Agreement except as provided in Sections 7 and 9 hereof; but, if for any other reason Designated Securities are not delivered by or on behalf of the Company as provided herein, the Company will reimburse the Underwriters through the Representatives for all out-of-pocket expenses approved in writing by the Representatives, including fees and disbursements of counsel, reasonably incurred by the Underwriters in making preparations for the purchase, sale and delivery of such Designated Securities, but the Company shall then be under no further liability to any Underwriter with respect to such Designated Securities except as provided in Sections 7 and 9 hereof.

13. In all dealings hereunder, the Representatives of the Underwriters of Designated Securities shall act on behalf of each of such Underwriters, and the parties hereto shall be entitled to act and rely upon any statement, request, notice or agreement on behalf of any Underwriter made or given by such Representatives jointly or by such of the Representatives, if any, as may be designated for such purpose in the Pricing Agreement.

14. All statements, requests, notices and agreements hereunder shall be in writing, and if to the Underwriters shall be delivered or sent by mail or facsimile transmission to the address of the Representatives as set forth in the Pricing Agreement; and if to the Company shall be delivered or sent by mail or facsimile transmission to the address of the Company set forth in the Registration Statement: Attention: Secretary; provided, however, that any notice to an Underwriter pursuant to Section 9(c) hereof shall be delivered or sent by mail or facsimile transmission to such Underwriter at its address set forth in its Underwriters' Questionnaire, or telex constituting such Questionnaire, which address will be supplied to the Company by the Representatives upon request. Any such statements, requests, notices or agreements shall take effect upon receipt thereof.

15. The Company acknowledges and agrees that the Underwriters are acting solely in the capacity of an arm's length contractual counterparty to the Company with respect to the offering of the Designated Securities contemplated hereby (including in connection with determining the terms of the offering of the Designated Securities) and not as a financial advisor or a fiduciary to, or agent of, the Company or any other person. Additionally, the Underwriters are not advising the Company or any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. The Company shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby, and the Underwriters shall have no responsibility or liability to the Company with respect thereto. Any review by the Underwriters of the Company, the transactions contemplated hereby or other matters relating to such transactions will be performed solely for the benefit of the Underwriters and shall not be on behalf of the Company. The Company agrees that it will not claim that the Underwriters, or any of them, has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Company, in connection with such transaction or the process leading thereto.

16. The Company acknowledges and agrees that, in accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the Underwriters are required to obtain, verify and record information that identifies their respective clients, including the Company, which information may include the name and address of their respective clients, as well as other information that will allow the Underwriters to properly identify their respective clients.

17. The Underwriters agree as between themselves that they will be bound by and will comply with the International Capital Markets Association Agreement Among Managers Version 1/New York Law Schedule (the "Agreement Among Managers") as amended in the manner set out below: For purposes of the Agreement Among Managers, "Managers" means the Underwriters and the Underwriters shall be joint "Lead Managers", "Settlement Lead Manager" and "Stabilising Manager" mean Goldman, Sachs & Co. and "Subscription Agreement" means the Underwriting Agreement. Clause 3 of the Agreement Among Managers shall be deleted in its entirety and replaced with Section 10 of this Underwriting Agreement.

18. In connection with the issue of the Designated Securities, Goldman, Sachs & Co. (in this capacity, the "Stabilizing Manager") (or any person acting on behalf of the Stabilizing Manager) may over-allot Securities or effect transactions with a view to supporting the market price of the Designated Securities at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilizing Manager (or persons acting on behalf of the Stabilizing Manager) will undertake any stabilization action. Any stabilization action may begin on or after the date on which adequate public disclosure of the final terms of the offer of the Designated Securities is made, and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue of the Designated Securities and 60 days after the date of the allotment of the Designated Securities. Such stabilization shall be carried out in accordance with applicable laws and regulations. Any loss or profit sustained as a consequence of any such over-allotment or stabilization shall be for the account of the Stabilizing Manager. The Stabilizing Manager may conduct these transactions in the over-the-counter market or otherwise. If the Stabilizing Manager commences any stabilization action, it may discontinue them at any time

19. This Agreement and the Pricing Agreement shall be binding upon, and inure solely to the benefit of, the Underwriters, the Company and, to the extent provided in Sections 9 and 11 hereof, the officers and directors of the Company and each person who controls the Company or any Underwriter, and their respective heirs, executors, administrators, successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement or the Pricing Agreement. No purchaser of any of the Securities from any Underwriter shall be deemed a successor or assign by reason merely of such purchase.

20. Time shall be of the essence of the Pricing Agreement. As used herein, "business day" shall mean any day when the Commission's office in Washington, D.C. is open for business.

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

22. THE COMPANY AND EACH OF THE UNDERWRITERS HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PRICING AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

23. This Agreement and the Pricing Agreement may be executed by any one or more of the parties hereto and thereto in any number of counterparts, each of which shall be deemed to be an original, but all such respective counterparts shall together constitute one and the same instrument.

[Signatures on following pages]

IN WITNESS WHEREOF, the undersigned has executed this agreement as of the date first above written.

DOVER CORPORATION

By: /s/ Brad. M. Cerepak
Name: Brad M. Cerepak
Title: Senior Vice President and Chief Financial Officer

Accepted as of the date hereof (with respect to, but subject to the terms of, Pricing Agreement to which the undersigned is or is deemed to be a signatory):

DEUTSCHE BANK AG, LONDON BRANCH

By: /s/ Annerose Schulte
Name: Annerose Schulte
Title: Legal Counsel

By: /s/ Ruth Pickett
Name: Ruth Picket
Title: Legal Counsel

GOLDMAN, SACHS & CO.

By: /s/ Adam Greene
Name: Adam Greene
Title: Vice President

CITIGROUP GLOBAL MARKETS LIMITED

By: /s/ James Barnard
Name: James Barnard
Title: Delegated Signatory

HSBC BANK PLC

By: /s/ Karl Allen
Name: Karl Allen
Title: Transaction Management Group
EMEA Debt Capital Markets

J.P. MORGAN SECURITIES PLC

By: /s/ Marc Lewell
Name: Marc Lewel
Title: Managing Director

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED

By: /s/ Laurie Campbell
Name: Laurie Campbell
Title: Managing Director

MORGAN STANLEY & CO. INTERNATIONAL PLC

By: /s/ T.O. Thorne
Name: T.O. Thorne
Title: Vice President

THE ROYAL BANK OF SCOTLAND PLC

By: /s/ Rebecca Bishop
Name: Rebecca Bishop
Title: Legal Counsel

U.S. BANCORP INVESTMENTS, INC.

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

WELLS FARGO SECURITIES, LLC

By: /s/ Carolyn Hurley
Name: Carolyn Hurley
Title: Director

ANNEX I

PRICING AGREEMENT

Names of Representatives,
of the several Underwriters
named in Schedule I hereto,
[addresses]

November [•], 2013

Ladies and Gentlemen:

Dover Corporation, a Delaware corporation (the "Company"), proposes, subject to the terms and conditions stated herein and in the Underwriting Agreement, dated November [•], 2013 (the "Underwriting Agreement"), to issue and sell to the several Underwriters named in Schedule I hereto (the "Underwriters") the Securities specified in Schedule II hereto (the "Designated Securities"). Each of the provisions of the Underwriting Agreement is incorporated herein by reference in its entirety, and shall be deemed to be a part of this Agreement to the same extent as if such provisions had been set forth in full herein; and each of the representations and warranties set forth therein shall be deemed to have been made at and as of the date of this Pricing Agreement, except that each representation and warranty which refers to the Pricing Prospectus, the Pricing Disclosure Package and the Prospectus in Section 2 of the Underwriting Agreement shall be deemed to be a representation or warranty as of the date of the Underwriting Agreement in relation to the Pricing Prospectus, the Pricing Disclosure Package and the Prospectus, and also a representation and warranty as of the date of this Pricing Agreement in relation to the Pricing Prospectus, the Pricing Disclosure Package and the Prospectus relating to the Designated Securities which are the subject of this Pricing Agreement. Each reference to the Representatives herein and in the provisions of the Underwriting Agreement so incorporated by reference shall be deemed to refer to you. The Representatives designated to act on behalf of each of the Underwriters of the Designated Securities pursuant to Section 13 of the Underwriting Agreement and the address of the Representatives referred to in such Section 13 are set forth at the end of Schedule II hereto.

Each of the Underwriters agrees that it will not offer or sell any of the Designated Securities in any jurisdiction outside the United States except in circumstances that will result in compliance in all material respects with the applicable laws thereof.

The Prospectus relating to the Designated Securities, in the form heretofore delivered to you, is now proposed to be filed with the Commission.

Unless otherwise defined herein, terms defined in the Underwriting Agreement are used herein as therein defined.

Subject to the terms and conditions set forth herein and in the Underwriting Agreement incorporated herein by reference, the Company agrees to issue and sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Company, at the time and place and at the purchase price to the Underwriters set forth in Schedule II hereto, the principal amount of Designated Securities set forth opposite the name of such Underwriter in Schedule I hereto.

If the foregoing is in accordance with your understanding, please sign and return to us counterparts hereof for the Company and each of the Representatives plus one counterpart for each counsel, and upon acceptance hereof by you, on behalf of each of the Underwriters, this letter and such acceptance hereof, including the provisions of the Underwriting Agreement incorporated herein by reference, shall constitute a binding agreement between each of the Underwriters and the Company. It is understood that your acceptance of this letter on behalf of each of the Underwriters is or will be pursuant to the authority set forth in a form of Agreement among Underwriters, the form of which shall be submitted to the Company for examination upon request, but without representation or warranty on the part of the Representatives as to the authority of the signers thereof.

[Remainder of Page Intentionally Left Blank]

Very truly yours,

DOVER CORPORATION

By: _____
Name:
Title:

Accepted as of the date hereof:

DEUTSCHE BANK AG, LONDON BRANCH

By: _____
Name:
Title:

By: _____
Name:
Title:

GOLDMAN, SACHS & CO.

By: _____
Name:
Title:

[ ]

By: _____
Name:
Title:

SCHEDULE I

Underwriters	Principal Amount of Designated Securities to be Purchased
[Names of Underwriters]	€
Total	**€**

SCHEDULE II

Title of Designated Securities:

_____ due _____ (the "Designated Securities").

Aggregate principal amount:

_____ of the Designated Securities.

Price to Public:

_____ % of the principal amount of the Designated Securities, plus accrued interest[, if any,] from _____ to _____

Purchase Price by Underwriters:

_____ % of the principal amount of the Designated Securities, plus accrued interest[, if any,] from _____ to _____

Form of Designated Securities:

[Book-entry only form represented by one or more global notes deposited with Clearstream Banking, société anonyme ("Clearstream"), and Euroclear Bank, S.A./N.V., as operator of the Euroclear System ("Euroclear"), to be made available for checking by the Representatives at least twenty-four hours prior to the Time of Delivery at the offices of Clearstream and Euroclear.]

Time of Delivery:

_____ a.m. ([New York City][London] time), _____, 20 __

Indenture:

Indenture dated February 8, 2001, between the Company and Bank One Trust Company, N.A. (as predecessor to JP Morgan Trust Company National Association, The Bank of New York and The Bank of New York Mellon), as Trustee, as supplemented by the _____ Supplemental Indenture, to be dated _____, 20__, between the Company and The Bank of New York Mellon (as successor to Bank One Trust Company, N.A., JP Morgan Trust Company National Association and The Bank of New York) as Trustee, relating to the Designated Securities

Maturity:

Interest Rate:

[____%]

[Floating rate provisions]

Interest Payment Dates:

[months and dates, commencing _____, 20__]

Redemption Provisions:

[Optional redemption provisions]

[No provisions for redemption]

Change of Control Offer Provisions:

[If a change of control triggering event occurs, the Company will be required, subject to certain conditions, to make an offer to repurchase the Designated Securities at a price equal to 101% of the principal amount of the Designated Securities, plus accrued and unpaid interest to the date of repurchase (all as described in the Company's preliminary prospectus supplement dated _____, 20_____ relating to the Designated Securities).]

[No change of control offer provisions]

Sinking Fund Provisions:

[No sinking fund provisions]

[Sinking fund provisions]

Defeasance Provisions:

[As set forth in the Indenture[, except that references to "U.S. Government Obligations shall be replaced with [ ]]

Closing Location for Delivery of Designated Securities:

Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, New York 10017

Additional Closing Conditions: _____

Names and addresses of Representatives:

Designated Representatives:

Address for Notices, etc.:

Applicable Time:

_____:_____ [a.m.][p.m.] ([New York City][London]time), on _____, 20__

List of Free Writing Prospectuses

Final Term Sheet, dated _____, 20__, in the form agreed between the Company and the Representatives on the date hereof.

[Additional Free Writing Prospectuses, if any]

[Other Terms]*: _____

* A description of particular tax, accounting or other unusual features (such as the addition of event risk provisions) of the Designated Securities should be set forth, or referenced to an attached and accompanying description, if necessary, to ensure agreement as to the terms of the Designated Securities to be purchased and sold. Such a description might appropriately be in the form in which such features will be described in the Prospectus Supplement for the offering.

ANNEX II

SIGNIFICANT SUBSIDIARIES

Subsidiary	Jurisdiction of Incorporation or Formation
Delaware Capital Formation, Inc.	Delaware
Delaware Capital Holdings, Inc.	Delaware
DFH Corporation	Delaware
Dover Communication Technologies, Inc.	Delaware
Dover Energy, Inc.	Delaware
Dover Engineered Systems, Inc.	Delaware
Dover Europe, Inc.	Delaware
Dover Global Holdings, Inc.	Delaware
Dover Printing & Identification, Inc.	Delaware
Hill Phoenix, Inc.	Delaware
Knowles Electronics Holdings, Inc.	Delaware
Knowles Intermediate Holding, Inc.	Delaware
MARKEM-IMAJE Corporation	New Hampshire
Northern Lights (Nevada), Inc.	Nevada
Northern Lights Funding LP	Delaware
Revod Corporation	Delaware
US Synthetic Corporation	Delaware
Vectron International, Inc.	Delaware
Dover France Technologies S.A.S.	France
Dover Germany GmbH	Germany
Dover Luxembourg Finance Sarl	Luxembourg
Dover Luxembourg International Sarl	Luxembourg
Dover Luxembourg S.a.r.l.	Luxembourg
Dover Luxembourg Services Sarl	Luxembourg
Knowles IPC (Malaysia) Sdn. Bhd.	Malaysia

FORM OF OPINION OF GENERAL COUNSEL

(i) The Company is a corporation incorporated and in good standing and has a legal corporate existence under the laws of Delaware, with corporate power and authority to own its properties and conduct its business as described in the Pricing Disclosure Package and the Prospectus;

(ii) The Company has the authorized capital stock as set forth in the Pricing Disclosure Package and the Prospectus;

(iii) The Company is duly qualified or licensed by and is in good standing under the laws of each other jurisdiction in which it owns or leases properties or conducts any business so as to require such qualification or is subject to no material liability or disability by reason of the failure to be so qualified in any such jurisdiction (such counsel being entitled to rely in respect of the opinion in this clause (iii) upon opinions of local counsel and in respect of matters of fact upon certificates of officers of the Company, provided that such counsel shall state that he believes that both he and you are justified in relying upon such opinions and certificates);

(iv) Each Significant Subsidiary of the Company (other than any subsidiary incorporated or formed in a jurisdiction outside the United States of America) is a corporation or a limited liability company validly existing and in good standing and has a legal corporate existence under the laws of its jurisdiction of incorporation or formation; and all of the issued and outstanding shares of capital stock or other equity interests of each such Significant Subsidiary have been validly authorized and issued, are fully paid and non-assessable, and (except for directors' qualifying shares and as otherwise disclosed in the Pricing Disclosure Package and the Prospectus) all of the issued and outstanding shares of capital stock of each Significant Subsidiary are owned directly or indirectly by the Company, free and clear of all material liens, encumbrances, equities or claims (such counsel being entitled to rely in respect of the opinion in this clause (iv) upon opinions of local counsel and in respect of matters of fact upon certificates of officers of the Company or its subsidiaries, provided that such counsel shall state that he believes that both he and you are justified in relying upon such opinions and certificates);

(v) To such counsel's knowledge and other than as set forth in the Pricing Disclosure Package and the Prospectus, there are no legal or governmental proceedings pending to which the Company or any of its subsidiaries is a party, which are required to be described in the Pricing Disclosure Package and the Prospectus that are not so described;

(vi) This Agreement and the Pricing Agreement have been duly authorized, executed and delivered by the Company;

(vii) The Designated Securities have been duly authorized, executed, authenticated and issued and when delivered against payment therefor as provided in this Agreement and the Pricing Agreement will constitute valid and legally binding obligations of the Company enforceable against the Company, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles, and entitled to the benefits provided by the Indenture;

(viii) The Indenture has been duly authorized, executed and delivered by the Company and constitutes a valid and legally binding instrument enforceable against the Company in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles; and the Indenture has been duly qualified under the Trust Indenture Act;

(ix) The issue and sale of the Designated Securities and the compliance by the Company with all of the provisions of this Agreement, the Pricing Agreement, the Indenture and the Designated Securities, and the consummation of the transactions herein and therein contemplated will not result in a breach or violation of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement or other material agreement or instrument known to such counsel to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of the property or assets of the Company or any of its subsidiaries is subject, nor will such actions result in any violation of the provisions of the Company's Certificate of Incorporation or the By-laws or any statute or, to such counsel's knowledge, any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or any of its subsidiaries or any of their properties;

(x) No consent, approval, authorization, order, registration or qualification of or filing with any such court or governmental agency or body is required for the issue and sale of the Designated Securities or the consummation by the Company of the transactions contemplated by this Agreement, the Pricing Agreement or the Indenture, except such as have been made or obtained under the Securities Act, the Exchange Act and the Trust Indenture Act and such consents, approvals, authorizations, orders, registrations, qualifications or filings as may be required under state securities or Blue Sky laws in connection with the purchase and distribution of the Designated Securities by the Underwriters and the approval of the New York Stock Exchange in connection with the listing of the Notes on such Exchange;

(xi) The statements set forth in the Pricing Disclosure Package and the Prospectus under the captions "Description of Debt Securities" and "Description of Notes," insofar as they purport to constitute a summary of the terms of the Indenture and the Designated Securities, and under the captions "Plan of Distribution" and "Underwriting," insofar as they purport to describe the provisions of law and the documents referred to therein, are fair and accurate in all material respects, excluding the information under the caption "Underwriting—Sales Outside the United States", as to which such counsel expresses no opinion;

(xii) The Registration Statement became effective under the Securities Act upon filing with the Commission, and to such counsel's knowledge no stop order suspending the effectiveness of the Registration Statement has been issued by the Commission and no proceedings for such purpose have been instituted or are pending or threatened by the Commission;

(xiii) The Company is not and, after giving effect to the offering and sale of the Securities and the application of the proceeds thereof, will not be an "investment company" or an entity "controlled" by an "investment company" (as such terms are defined in the Investment Company Act);

(xiv) The documents incorporated by reference in the Pricing Disclosure Package and the Prospectus (other than the financial statements and other financial data therein, as to which such counsel need express no opinion), when they became effective or were filed with the Commission (in the case of documents that have been amended, as of the date of filing of such amendment), as the case may be, complied as to form in all material respects with the requirements of the Securities Act or the Exchange Act, as applicable, and the rules and regulations of the Commission thereunder; and

(xv) The Registration Statement and the Prospectus and any further amendments and supplements thereto made by the Company prior to the Time of Delivery for the Designated Securities (other than the financial statements and other financial data therein, as to which such counsel need express no opinion) comply as to form in all material respects with the requirements of the Securities Act and the Trust Indenture Act and the rules and regulations thereunder; although such counsel does not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Registration Statement, the Pricing Disclosure Package or the Prospectus, except for those referred to in the opinion in paragraph (xi) above, such counsel has no reason to believe that (i) the Registration Statement or any further amendment thereto made by the Company prior to the Time of Delivery (other than the financial statements and other financial data therein, as to which such counsel need express no opinion or belief), when such part or amendment became effective, contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading; (ii) the Pricing Disclosure Package, as of the Applicable Time (other than the financial statements and other financial data therein, as to which such counsel need express no opinion or belief), contained an untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; or (iii) as of its date and as of the Time of Delivery, the Prospectus or any further amendment or supplement thereto made by the Company prior to the Time of Delivery (other than the financial statements and other financial data therein, as to which such counsel need express no opinion or belief) contained or contains an untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and such counsel does not know of any amendment to the Registration Statement required to be filed or of any contracts or other documents of a character required to be filed as an exhibit to the Registration Statement or required to be incorporated by reference into the Pricing Disclosure Package or the Prospectus or required to be described in the Registration Statement, the Pricing Disclosure Package or the Prospectus which are not filed or incorporated by reference or described as required.

Exhibit 1.2

PRICING AGREEMENT

Deutsche Bank AG, London Branch
Goldman, Sachs & Co.

As Representatives of the
several Underwriters named
in Schedule I hereto

c/o Deutsche Bank AG, London Branch
Winchester House
1 Great Winchester Street
London EC2N 2DB
United Kingdom

Goldman, Sachs & Co.
200 West Street
New York, New York 10282

November 26, 2013

Ladies and Gentlemen:

Dover Corporation, a Delaware corporation (the "Company"), proposes, subject to the terms and conditions stated herein and in the Underwriting Agreement, dated November 26, 2013 (the "Underwriting Agreement"), to issue and sell to the several Underwriters named in Schedule I hereto (the "Underwriters") the Securities specified in Schedule II hereto (the "Designated Securities"). Each of the provisions of the Underwriting Agreement is incorporated herein by reference in its entirety, and shall be deemed to be a part of this Agreement to the same extent as if such provisions had been set forth in full herein; and each of the representations and warranties set forth therein shall be deemed to have been made at and as of the date of this Pricing Agreement, except that each representation and warranty which refers to the Pricing Prospectus, the Pricing Disclosure Package and the Prospectus in Section 2 of the Underwriting Agreement shall be deemed to be a representation or warranty as of the date of the Underwriting Agreement in relation to the Pricing Prospectus, the Pricing Disclosure Package and the Prospectus, and also a representation and warranty as of the date of this Pricing Agreement in relation to the Pricing Prospectus, the Pricing Disclosure Package and the Prospectus relating to the Designated Securities which are the subject of this Pricing Agreement. Each reference to the Representatives herein and in the provisions of the Underwriting Agreement so incorporated by reference shall be deemed to refer to you. The Representatives designated to act on behalf of each of the Underwriters of the Designated Securities pursuant to Section 13 of the Underwriting Agreement and the address of the Representatives referred to in such Section 13 are set forth at the end of Schedule II hereto.

Each of the Underwriters agrees that it will not offer or sell any of the Designated Securities in any jurisdiction outside the United States except in circumstances that will result in compliance in all material respects with the applicable laws thereof.

The Prospectus relating to the Designated Securities, in the form heretofore delivered to you, is now proposed to be filed with the Commission.

Unless otherwise defined herein, terms defined in the Underwriting Agreement are used herein as therein defined.

Subject to the terms and conditions set forth herein and in the Underwriting Agreement incorporated herein by reference, the Company agrees to issue and sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Company, at the time and place and at the purchase price to the Underwriters set forth in Schedule II hereto, the principal amount of Designated Securities set forth opposite the name of such Underwriter in Schedule I hereto.

If the foregoing is in accordance with your understanding, please sign and return to us counterparts hereof for the Company and each of the Representatives plus one counterpart for each counsel, and upon acceptance hereof by you, this letter and such acceptance hereof, including the provisions of the Underwriting Agreement incorporated herein by reference, shall constitute a binding agreement between each of the Underwriters and the Company.

[Remainder of Page Intentionally Left Blank]

Very truly yours,

DOVER CORPORATION

By: /s/ Brad. M. Cerepak
Name: Brad M. Cerepak
Title: Senior Vice President and
Chief Financial Officer

Accepted as of the date hereof:

DEUTSCHE BANK AG, LONDON BRANCH

By: /s/ Annerose Schulte
Name: Annerose Schulte
Title: Legal Counsel

By: /s/ Ruth Pickett
Name: Ruth Picket
Title: Legal Counsel

GOLDMAN, SACHS & CO.

By: /s/ Adam Greene
Name: Adam Greene
Title: Vice President

CITIGROUP GLOBAL MARKETS LIMITED

By: /s/ James Barnard
Name: James Barnard
Title: Delegated Signatory

HSBC BANK PLC

By: /s/ Karl Allen
Name: Karl Allen
Title: Transaction Management Group
EMEA Debt Capital Markets

J.P. MORGAN SECURITIES PLC

By: /s/ Marc Lewell
Name: Marc Lewel
Title: Managing Director

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED

By: /s/ Laurie Campbell
Name: Laurie Campbell
Title: Managing Director

MORGAN STANLEY & CO. INTERNATIONAL PLC

By: /s/ T.O. Thorne
Name: T.O. Thorne
Title: Vice President

THE ROYAL BANK OF SCOTLAND PLC

By: /s/ Rebecca Bishop
Name: Rebecca Bishop
Title: Legal Counsel

U.S. BANCORP INVESTMENTS, INC.

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

WELLS FARGO SECURITIES, LLC

By: /s/ Carolyn Hurley
Name: Carolyn Hurley
Title: Director

SCHEDULE I

Underwriters	Principal Amount of Designated Securities to be Purchased
Deutsche Bank AG, London Branch	€ 156,000,000
Goldman, Sachs & Co.	84,000,000
Citigroup Global Markets Limited	7,500,000
HSBC Bank plc	7,500,000
J.P. Morgan Securities plc	7,500,000
Merrill Lynch, Pierce, Fenner & Smith Incorporated	7,500,000
Morgan Stanley & Co. International plc	7,500,000
The Royal Bank of Scotland plc	7,500,000
U.S. Bancorp Investments, Inc.	7,500,000
Wells Fargo Securities, LLC	7,500,000
Total	**€ 300,000,000**

SCHEDULE II

Title of Designated Securities:

2.125% Notes Due 2020 (the "Designated Securities").

Aggregate principal amount:

€300,000,000 of the Designated Securities.

Price to Public:

99.807% of the principal amount of the Designated Securities, plus accrued interest, if any, from December 4, 2013.

Purchase Price by Underwriters:

99.407% of the principal amount of the Designated Securities, plus accrued interest, if any, from December 4, 2013.

Form of Designated Securities:

Book-entry only form represented by one or more fully registered global notes, without coupons, deposited with Clearstream Banking, société anonyme ("Clearstream"), and Euroclear Bank, S.A./N.V., as operator of the Euroclear System ("Euroclear"), to be made available for checking by the Representatives at least twenty-four hours prior to the Time of Delivery.

Time of Delivery:

9:00 a.m. (London time), or as soon as possible thereafter, on December 4, 2013.

Indenture:

Indenture dated February 8, 2001, between the Company and Bank One Trust Company, N.A. (as predecessor to JP Morgan Trust Company National Association, The Bank of New York and The Bank of New York Mellon), as Trustee, as supplemented by the Fourth Supplemental Indenture, to be dated December 4, 2013, between the Company and The Bank of New York Mellon (as successor to Bank One Trust Company, N.A., JP Morgan Trust Company National Association and The Bank of New York) as Trustee, relating to the Designated Securities

Maturity:

December 1, 2020.

Interest Rate:

2.125%

Interest Payment Dates:

December 1 of each year, commencing December 1, 2014.

Regular Record Dates:

November 15 of each year.

Redemption Provisions:

No mandatory redemption provisions.

The Company may, at its option, redeem the Designated Securities in whole at any time or in part from time to time at the redemption prices as described under the caption “Description of the Notes—Optional Redemption” in the Company’s preliminary prospectus supplement dated November 26, 2013 relating to the Designated Securities (the “Preliminary Prospectus Supplement”). The redemption price will be based on the Comparable Government Bond Rate (as defined in the Preliminary Prospectus Supplement) plus 12 basis points.

Redemption for Tax Reasons:

The Company may offer to redeem all but not part of the Designated Securities in the event of certain changes in the tax laws of the United States (or any taxing authority in the United States). This redemption would be at 100% of the principal amount, together with accrued and unpaid interest on the Securities to the date fixed for redemption (all as described in the Preliminary Prospectus Supplement).

Additional Amounts:

The Company will, subject to certain exceptions and limitations, pay as additional interest on the Designated Securities such additional amounts as are necessary in order that the net payment by the Company of the principal of, premium, if any and interest on the Designated Securities to a holder who is not a United States person, after withholding or deduction for any present or future tax, assessment or other governmental charge imposed by the United States or a taxing authority in the United States will not be less than the amount provided in the Designated Securities to be then due and payable (all as described in the Preliminary Prospectus Supplement).

Change of Control Offer Provisions:

If a change of control triggering event occurs, the Company will be required, subject to certain conditions, to make an offer to repurchase the Designated Securities at a price equal to 101% of the principal amount of the Designated Securities, plus accrued and unpaid interest to the date of repurchase (all as described in the Preliminary Prospectus Supplement).

Sinking Fund Provisions:

No sinking fund provisions.

Currency of Payment Provisions:

All payments of interest and principal, including payments made upon any redemption of the Designated Securities, if any, interest on and additional amounts, if any, will be payable in euros, provided, that if the euro is unavailable to the Company due to the imposition of exchange controls or other circumstances beyond the Company's control or if the euro is no longer being used by the then member states of the European Monetary Union that have adopted the euro as their currency or for the settlement of transactions by public institutions of or within the international banking community, then all payments in respect of the Designated Securities will be made in U.S. dollars until the euro is again available to the Company or so used. The amount payable on any date in euros will be converted into U.S. dollars at the rate mandated by the U.S. Federal Reserve Board as of the close of business on the second business day prior to the relevant payment date or, in the event the U.S. Federal Reserve Board has not mandated a rate of conversion, on the basis of the most recent U.S. dollar/euro exchange rate published in The Wall Street Journal on or prior to the second business day prior to the relevant payment date.

Defeasance Provisions:

As set forth in the Fourth Supplemental Indenture.

Closing Location:

Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, New York 10017

Denomination:

The Designated Securities will be issued in minimum denominations of €100,000 in principal amount and integral multiples of €1,000 in excess thereof.

Listing

The Company intends to apply to list the Designated Securities on The New York Stock Exchange.

Additional Closing Conditions:

No additional closing conditions to those in the Underwriting Agreement.

Names and addresses of Representatives:

Designated Representatives:

Deutsche Bank AG, London Branch
Winchester House
1 Great Winchester Street
London EC2N 2DB
United Kingdom

Goldman, Sachs & Co.
200 West Street
New York, New York 10282

Address for Notices, etc.:

Deutsche Bank AG, London Branch
Winchester House
1 Great Winchester Street
London EC2N 2DB
United Kingdom
Attention: Syndicate Desk
Fax: +44 (113) 336-1899

Goldman, Sachs & Co.
200 West Street
New York, New York 10282
Attention: Registration Department
Fax: +1 (212) 902-9316

Applicable Time:

12:15 p.m. (London time), on November 26, 2013

List of Free Writing Prospectuses

Final Term Sheet, dated November 26, 2013, in the form agreed between the Company and the Representatives on the date hereof.

Exhibit 4.1

EXECUTION COPY

DOVER CORPORATION

AND

THE BANK OF NEW YORK MELLON,

as Trustee

AND

THE BANK OF NEW YORK MELLON, LONDON BRANCH

as Paying Agent

FOURTH SUPPLEMENTAL INDENTURE

Dated as of December 2, 2013

2.125% Notes due 2020

FOURTH SUPPLEMENTAL INDENTURE (as hereinafter defined, the "**Fourth Supplemental Indenture**"), dated as of December 2, 2013, between DOVER CORPORATION, a Delaware corporation (the "**Company**"), THE BANK OF NEW YORK MELLON (formerly The Bank of New York), a New York banking corporation, as Trustee (as hereinafter defined, the "**Trustee**") and THE BANK OF NEW YORK MELLON, LONDON BRANCH, as Paying Agent "the "**Paying Agent**').

W I T N E S S E T H:

WHEREAS, the Company and Bank One Trust Company, N.A. (as predecessor to JP Morgan Trust Company National Association and The Bank of New York, the "**Original Trustee**") executed and delivered an Indenture, dated as of February 8, 2001 (the " **Indenture**"), to provide for the issuance by the Company from time to time of unsecured notes, debentures or other evidences of indebtedness, to be issued in one or more series as provided in the Indenture;

WHEREAS, on February 12, 2001, pursuant to a Board Resolution, the Company issued a series of its debt securities under the Indenture designated as the "6.50% Notes due February 15, 2011" in the aggregate principal amount of $400,000,000;

WHEREAS, on October 13, 2005, pursuant to a Board Resolution, the Company issued two series of its debt securities under the Indenture, designated as the "4.875% Notes due October 15, 2015", which were issued in the aggregate principal amount of $300,000,000, and as the "5.375% Debentures due October 15, 2035", which were issued in the aggregate principal amount of $300,000,000 (together the " **2005 Securities**");

WHEREAS, on March 14, 2008, pursuant to a Board Resolution, the Company issued two series of its debt securities under the Indenture, designated as the "5.45% Notes due March 15, 2018", which were issued in the aggregate principal amount of $350,000,000, and as the "6.60% Notes due March 2038", which were issued in the aggregate principal amount of $250,000,000 (together the " **2008 Securities**");

WHEREAS, on March 22, 2011, pursuant to a Board Resolution, the Company issued two series of its debt securities under the Indenture, designated as the "4.300% Notes due 2021", which were issued in the aggregate principal amount of $450,000,000, and as the "5.375% Notes due 2041", which were issued in the aggregate principal amount of $350,000,000 (together the " **2011 Securities**");

WHEREAS, the Company, JP Morgan Trust Company National Association (formerly known as Bank One Trust Company, N.A.) and The Bank of New York Mellon (as Trustee under the Indenture) executed and delivered the First Supplemental Indenture, dated as of October 13, 2005 (the " **First Supplemental Indenture**"), the Second Supplemental Indenture, dated as of March 14, 2008 (the " **Second Supplemental Indenture**") and the Third Supplemental Indenture, dated as of February 22, 2011 (the " **Third Supplemental Indenture**"), among other things, to establish the forms and terms of the 2005 Securities, the 2008 Securities and the 2011 Securities, respectively;

WHEREAS, subsequent to the date of the First Supplemental Indenture, The Bank of New York Mellon acquired the trustee business of the Original Trustee and succeeded the Original Trustee as the Trustee under the Indenture;

WHEREAS, pursuant to Board Resolutions dated February 14, 2013 and November 26, 2013, the Company has authorized the creation and issuance of an additional and separate series of its debt securities under the Indenture, to be denominated in euros and designated as the "2.125% Notes due 2020", which are to be issued in the initial aggregate principal amount of €300,000,000 (the " **Notes**");

WHEREAS, pursuant to a Board Resolution authorizing the creation and issuance of the Notes, the Trustee has been designated as the trustee under the Indenture in respect of the Notes;

WHEREAS, Section 901 of the Indenture provides that, without the consent of the Holders, the Company, when authorized by a Board Resolution, may enter into a supplemental indenture with the Trustee, among other matters, to establish the forms or terms of any series as permitted by Sections 201 and 301 of the Indenture;

WHEREAS, the Company desires to establish the forms and terms of the Notes in accordance with Sections 201 and 301 of the Indenture;

WHEREAS, the Company has determined that this Fourth Supplemental Indenture is authorized or permitted by the Indenture and has delivered to the Trustee an Opinion of Counsel and an Officers' Certificate pursuant to Section 903 of the Indenture to that effect and an Opinion of Counsel and an Officers' Certificate pursuant to Section 102 of the Indenture to the effect that all conditions precedent provided for in the Indenture to the Trustee's execution and delivery of this Fourth Supplemental Indenture have been complied with;

WHEREAS, the entering into this Fourth Supplemental Indenture by the parties hereto is in all respects authorized by the provisions of the Indenture, as supplemented by the First Supplemental Indenture, Second Supplemental Indenture and Third Supplemental Indenture;

WHEREAS, the Indenture, as supplemented by the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture and this Fourth Supplemental Indenture, is subject to the provisions of the Trust Indenture Act of 1939, as amended, that are required to be part of the Indenture and shall, to the extent applicable, be governed by such provisions; and

WHEREAS, all things necessary to make this Fourth Supplemental Indenture a valid indenture and agreement according to its terms have been done.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.1 *Definition of Terms.* For all purposes of this Fourth Supplemental Indenture, except as otherwise expressly provided or unless the context requires otherwise:

(a) a term defined in the Indenture and not otherwise defined herein has the same meaning when used in this Fourth Supplemental Indenture; and

(b) the following terms have the meanings given to them in this Section 1.1(b) and shall have the meaning set forth below for purposes of this Fourth Supplemental Indenture and the Indenture as it relates to the Notes created hereby:

"**Additional Amounts**" shall have the meaning set forth in Section 2.5.

"**Additional Notes**" shall have the meaning set forth in Section 4.1.

"**Business Day**" means any day, other than a Saturday or Sunday, (1) which is not a day on which banking institutions in the City of New York or London are authorized or required by law, regulation or executive order to close and (2) on which the Trans-European Automated Real-time Gross Settlement Express Transfer system (the TARGET2 system), or any successor thereto, is open.

"**Change of Control**" means the occurrence of any of the following: (i) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any "person" as the term is defined in Section 13(d)(3) of the Exchange Act) (other than the Company or one of its subsidiaries) becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of the Company's Voting Stock or other Voting Stock into which the Company's Voting Stock is reclassified, consolidated, exchanged or changed, measured by voting power rather than number of shares; (ii) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or more series of related transactions, of all or substantially all of the Company's assets and the assets of its subsidiaries, taken as a whole, to one or more Persons (other than the Company or one of its subsidiaries); or (iii) the first day on which a majority of the members of the Board of Directors are not Continuing Directors. Notwithstanding the foregoing, a transaction shall not be deemed to involve a Change of Control if (1) the Company becomes a direct or indirect wholly-owned subsidiary of a holding company and (2)(A) the direct or indirect holders of the Voting Stock of such holding company immediately following that transaction are substantially the same as the holders of the Company's Voting Stock immediately prior to that transaction or (B) immediately following that transaction no Person (other than a holding company satisfying the requirements of this sentence) is the beneficial owner, directly or indirectly, of more than 50% of the Voting Stock of such holding company.

"Change of Control Offer" shall have the meaning set forth in Section 3.3.

"Change of Control Payment" shall have the meaning set forth in Section 3.3.

"Change of Control Payment Date" shall have the meaning set forth in Section 3.3.

"**Change of Control Triggering Event**" means the occurrence of both a Change of Control and a Rating Event with respect to the Notes.

"**Clearstream**" means Clearstream Banking Société Anonyme, Luxembourg.

"**Comparable Government Bond**" means, in relation to any Comparable Government Bond Rate calculation, at the discretion of an independent investment bank selected by the Company, a German government bond whose maturity is closest to the maturity of the Notes, or if such independent investment bank in its discretion determines that such similar bond is not in issue, such other German government bond as such independent investment bank may, with the advice of three brokers of, and/or market makers in, German government bonds selected by the Company, determine to be appropriate for determining the Comparable Government Bond Rate.

"**Comparable Government Bond Rate**" means the price, expressed as a percentage (rounded to three decimal places, with 0.0005 being rounded upwards), at which the gross redemption yield on the Notes, if they were to be purchased at such price on the third business day prior to the Redemption Date, would be equal to the gross redemption yield on such business day of the Comparable Government Bond on the basis of the middle market price of the Comparable Government Bond prevailing at 11:00 a.m. (London time) on such business day as determined by an independent investment bank selected by the Company.

"**Continuing Directors**" means, as of any date of determination, any member of the Company's Board of Directors who: (i) was a member of such Board of Directors on the date the Notes were issued; or (ii) was nominated for election, elected or appointed to such Board of Directors with the approval of a majority of the Continuing Directors who were members of such Board of Directors at the time of such nomination, election or appointment (either by a specific vote or by approval of the Company's proxy statement in which such member was named as a nominee for election as a director, without objection to such nomination).

"**€**" or "**euros**" means the single currency of the Participating Member States.

"**Euroclear**" means Euroclear Bank S.A./N.V., as operator of the Euroclear System.

"**Euroclear/Clearstream**" means, collectively, Euroclear and Clearstream.

"**Interest Payment Date**" shall have the meaning set forth in Section 2.3(a).

"**Interest Period**" shall have the meaning set forth in Section 2.3(b).

"**Investment Grade Rating**" means a rating equal to or higher than Baa3 (or the equivalent) by Moody's and BBB- (or the equivalent) by S&P, and the equivalent investment grade credit rating from any additional rating agency or rating agencies selected by the Company.

"**Moody's**" means Moody's Investors Service Inc.

"**Notes Maturity Date**" shall have the meaning set forth in Section 2.2.

"**Participating Member State**" means a member state of the European Union which has adopted or adopts the single currency in accordance with the Treaty establishing the European Community (as that Treaty is amended from time to time).

"**Person**" shall have the meaning set forth in the Indenture and includes a "person" or "group" as these terms are used in Section 13(d)(3) of the Exchange Act.

"**Rating Agencies**" means (i) each of Moody's and S&P; and (ii) if either of Moody's or S&P ceases to rate the Notes or fails to make a rating of the Notes publicly available for reasons outside of the Company's control, a "nationally recognized statistical rating organization" within the meaning of Section 3(a)(62) of the Exchange Act selected by the Company (as certified by a Board Resolution) as a replacement agency for Moody's or S&P, or both of them, as the case may be.

"**Rating Event**" means with respect to the Notes, the rating is lowered by each of the Rating Agencies and the Notes are rated below an Investment Grade Rating by each of the Rating Agencies on any day within the 60-day period (which 60-day period shall be extended so long as the rating of the Notes is under publicly announced consideration for a possible downgrade by any of the Rating Agencies) after the earlier of: (i) the occurrence of a Change of Control; and (ii) public notice of the occurrence of a Change of Control or the Company's intention to effect a Change of Control; provided, however, that a Rating Event otherwise arising by virtue of a particular reduction in rating shall not be deemed to have occurred in respect of a particular Change of Control (and thus shall not be deemed a Rating Event for purposes of the definition of Change of Control Triggering Event) if the Rating Agencies making the reduction in rating to which this definition would otherwise apply do not announce or publicly confirm or inform a Responsible Officer of the Trustee assigned to the Corporate Trust Office of the Trustee in writing at the Company's request that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control has occurred at the time of the Rating Event).

"**Regular Record Date**" means, with respect to any Interest Payment Date for the Notes, the November 15 (whether or not a Business Day) immediately preceding such Interest Payment Date.

"**Redemption Date**" means, with respect to any redemption of Notes, the date fixed for such redemption pursuant to the Indenture and the Notes.

"**S&P**" means Standard & Poor's Rating Services, a division of The McGraw-Hill Companies, Inc.

"**Voting Stock**" means, with respect to any specified "person" (as that term is used in Section 13(d)(3) of the Exchange Act) as of any date, the capital stock of such person that is at the time entitled to vote generally in the election of the board of directors of such person.

ARTICLE 2

GENERAL TERMS AND CONDITIONS OF THE NOTES

Section 2.1 *Designation and Principal Amount*. The Notes may be issued from time to time upon written order of the Company for the authentication and delivery of the Notes pursuant to Sections 301 and 302 of the Indenture. There is hereby authorized a series of Securities to be denominated in euros and designated as the "2.125% Notes due 2020", initially limited in aggregate principal amount to €300,000,000 (except upon registration of transfer of, or in exchange for, or in lieu of, other Notes pursuant to Sections 303, 304, 305, 306 or 1107 of the Indenture).

Section 2.2 *Stated Maturity*. The date upon which the Notes shall become due and payable at final maturity, together with any accrued and unpaid interest, is December 1, 2020 (the "**Notes Maturity Date**").

Section 2.3 *Interest*.

(a) The Notes shall bear interest at the rate of 2.125% per annum. The date from which interest shall accrue on the Notes shall be December 4, 2013. Interest on the Notes shall be payable annually in arrears on December 1of each year (each, an " **Interest Payment Date**"), commencing December 1, 2014 to the Persons in whose name the relevant Notes are registered at the close of business on the Regular Record Date for such Interest Payment Date.

(b) Interest payable on any Interest Payment Date, the Notes Maturity Date, or, if applicable, the Redemption Date with respect to the Notes shall be the amount of interest accrued from, and including, the immediately preceding Interest Payment Date in respect of which interest has been paid or duly provided for (or from and including the original issue date of December 4, 2013, if no interest has been paid or duly provided for with respect to the Notes) to, but excluding, such Interest Payment Date, the Notes Maturity Date or, if applicable, the Redemption Date, as the case may be (each, an " **Interest Period**").

(c) The amount of interest payable for any Interest Period shall be computed on the basis of the actual number of days in the period for which interest is being calculated and the actual number of days from and including the last date on which interest was paid on the Notes (or December 4, 2013 if no interest has been paid on the Notes), to but excluding the next scheduled Interest Payment Date. This payment convention is referred to as ACTUAL/ACTUAL (ICMA) as defined in the rulebook of the

International Capital Market Association. In the event that any scheduled Interest Payment Date for the Notes falls on a day that is not a Business Day, then payment of interest payable on such Interest Payment Date shall be postponed to the next succeeding day which is a Business Day (and no interest on such payment shall accrue for the period from and after such scheduled Interest Payment Date).

(d) In the event that the Notes Maturity Date or the Redemption Date falls on a day that is not a Business Day, then the related payments of principal, premium, if any, and interest may be made on the next succeeding day that is a Business Day (and no additional interest shall accumulate on the amount payable for the period from and after the Notes Maturity Date or Redemption Date).

Section 2.4 *Place of Payment and Appointment and Funding*. Principal of, the Redemption Price (if any), Change of Control Payments (if any), and interest and Additional Amounts on, the Notes shall be payable at the office or agency of the Company maintained for such purposes in London, England, which shall initially be the principal corporate trust office or agency of the Paying Agent in London, England; provided, however, that payment of interest may be made at the option of the Company by check mailed to the Person entitled thereto at such address as shall appear in the security register or by wire transfer to an account appropriately designated by the Person entitled to payment; and provided that the Company shall pay principal of, premium, if any, and interest on, the Notes in global form registered in the name of or held Euroclear/Clearstream or such other Depositary as any officer of the Company may from time to time designate, or its respective nominee, by wire in immediately available funds to such Depositary or its nominee, as the case may be, as the registered Holder of such Notes in global form. Transfer of the Notes shall be registrable, the Notes shall be exchangeable for Notes of a like aggregate principal amount, and notices and demands to or on the Company in respect of the Notes and the Indenture, as amended and supplemented, may be served at the office or agency of the Company maintained for such purpose in New York, New York, which shall initially be the Corporate Trust Office of the Trustee in New York, New York.

The Paying Agent for the Notes shall initially be The Bank of New York Mellon, London Branch, and the Security Registrar for the Notes shall initially be the Trustee. Upon notice to the Trustee, the Company may change any Paying Agent or Security Registrar; provided, however, that the Company shall undertake to maintain a Paying Agent in a member state of the European Union that is not obliged to withhold or deduct tax pursuant to the European Union Directive 2003/48/EC or any other directive implementing the conclusions of the ECOFIN Council meeting of 26 and 27 November 2000 on the taxation of savings income, or any law implementing, or complying with or introduced in order to conform to, such directive.

On or prior to the date that any payment of principal of, the Redemption Price (if any), Change of Control Payments (if any), or interest and Additional Amounts (if any) on, or any other amount payable in respect of the Notes is due and payable, the Company shall deposit with the Paying Agent in London, England, an amount of money in euros sufficient to pay any and all such amounts due and payable in respect of the Notes on such payment date.

Section 2.5 *Payment of Additional Amounts*. The Company shall, subject to the exceptions and limitations set forth below, pay as additional interest on the Notes ("**Additional Amounts**") such Additional Amounts as are necessary in order that the net payment by the Company of the principal of, premium, if any, and interest on the Notes to a Holder who is not a United States person (as defined below), after withholding or deduction for any present or future tax, assessment or other governmental charge imposed by the United States or a taxing authority in the United States, will not be less than the amount provided in the Notes to be then due and payable; provided, however, that the foregoing obligation to pay Additional Amounts shall not apply:

(a) to any tax, assessment or other governmental charge that is imposed by reason of the Holder (or the beneficial owner for whose benefit such Holder holds such Note), or a fiduciary, settlor, beneficiary, member or shareholder of the Holder if the Holder is an estate, trust, partnership or corporation, or a person holding a power over an estate or trust administered by a fiduciary Holder, being considered as:

(1) being or having been engaged in a trade or business in the United States or having or having had a permanent establishment in the United States;

(2) having a current or former connection with the United States (other than a connection arising solely as a result of the ownership of the Notes, the receipt of any payment or the enforcement of any rights hereunder), including being or having been a citizen or resident of the United States;

(3) being or having been a personal holding company, a passive foreign investment company or a controlled foreign corporation for United States income tax purposes or a corporation that has accumulated earnings to avoid United States federal income tax;

(4) being or having been a "10-percent shareholder" of the Company as defined in Section 871(h)(3) of the United States Internal Revenue Code of 1986, as amended (the "**Code**") or any successor provision; or

(5) being a bank receiving payments on an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its trade or business;

(b) to any Holder that is not the sole beneficial owner of the Notes, or a portion of the Notes, or that is a fiduciary, partnership or limited liability company, but only to the extent that a beneficial owner with respect to the Holder, a beneficiary or settlor with respect to the fiduciary, or a beneficial owner or member of the partnership or limited liability company would not have been entitled to the payment of an Additional Amount had the beneficiary, settlor, beneficial owner or member received directly its beneficial or distributive share of the payment;

(c) to any tax, assessment or other governmental charge that would not have been imposed but for the failure of the Holder or beneficial owner of the Notes to comply with certification, identification or information reporting requirements concerning the nationality, residence, identity or connection with the United States of the Holder or beneficial owner of the Notes, if compliance is required by statute, by regulation of the United States or any taxing authority therein or by an applicable income tax treaty to which the United States is a party as a precondition to exemption from such tax, assessment or other governmental charge;

(d) to any tax, assessment or other governmental charge that is imposed otherwise than by withholding by the Company or a paying agent from the payment;

(e) to any estate, inheritance, gift, sales, excise, transfer, wealth, capital gains or personal property tax or similar tax, assessment or other governmental charge;

(f) to any withholding or deduction that is imposed on a payment to an individual and that is required to be made pursuant to any law implementing or complying with, or introduced in order to conform to, any European Union Directive on the taxation of savings;

(g) to any tax, assessment or other governmental charge required to be withheld by any paying agent from any payment of principal of or interest on any Note, if such payment can be made without such withholding by at least one other paying agent;

(h) to any tax, assessment or other governmental charge that would not have been imposed but for the presentation by the Holder of any Note, where presentation is required, for payment on a date more than 30 days after the date on which payment became due and payable or the date on which payment thereof is duly provided for, whichever occurs later;

(i) to any tax, assessment or other governmental charge imposed under Sections 1471 through 1474 of the Code (or any amended or successor provisions), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such sections of the Code; or

(j) in the case of any combination of items (a), (b), (c), (d), (e), (f), (g), (h) and (i).

The Notes are subject in all cases to any tax, fiscal or other law or regulation or administrative or judicial interpretation applicable to the Notes. Except as specifically provided under this Section 2.5, the Company shall not be required to make any payment for any tax, assessment or other governmental charge imposed by any government or a political subdivision or taxing authority of or in any government or political subdivision.

As used in this Section 2.5 and Section 3.2, the term "United States" means the United States of America, the states of the United States, and the District of Columbia, and the term "United States person" means any individual who is a citizen or resident of the United States for U.S. federal income tax purposes, a corporation, partnership or other entity created or organized in or under the laws of the United States, any state of the United States or the District of Columbia, or any estate or trust the income of which is subject to United States federal income taxation regardless of its source.

Any references in this Fourth Supplemental Indenture, the Indenture and the Notes to principal, premium, interest or any other amount payable with respect to the Notes shall be deemed to include Additional Amounts, as the context shall require.

At least 30 days prior to each date on which any payment under or with respect to the Notes is due and payable (unless such obligation to pay such Additional Amounts arises after the 30th day prior to the date on which payment under or with respect to the Notes is due and payable, in which case it will be promptly thereafter), if the Company shall be obligated to pay any such Additional Amounts with respect to such payment, the Company shall deliver to the Trustee a certificate of an officer stating that such Additional Amounts shall be payable and the amounts so payable and setting forth such other information as is necessary to enable the Trustee or other paying agent to pay such Additional Amounts to the Holders of such Notes on the payment date. The Company shall make copies of such certificate, as well as copies of tax receipts or other documentation evidencing the payment of the associated taxes or other charges, available to the Holders or beneficial owners of the Notes upon written request.

In order to comply with applicable tax laws (inclusive of rules, regulations and interpretations promulgated by competent authorities) related to this Fourth Supplemental Indenture and the Notes in effect from time to time ("Applicable Law") that a foreign financial institution, issuer, trustee, paying agent or other party is or has agreed to be subject to, the Company agrees (i) to provide to The Bank of New York Mellon sufficient information about the parties and/or transactions (including any modification to the terms of such transactions) so that The Bank of New York Mellon can determine whether it has tax

related obligations under Applicable Law, (ii) that The Bank of New York Mellon shall be entitled to make any withholding or deduction from payments to the extent necessary to comply with Applicable Law for which The Bank of New York Mellon shall not have any liability, and (iii) to hold harmless The Bank of New York Mellon for any losses it may suffer due to the actions it takes to comply with Applicable Law. The terms of this section shall survive the termination for any reason of this Fourth Supplemental Indenture or the satisfaction and discharge of the Notes.

Section 2.6 *Denominations*. The Notes shall be issuable in minimum denominations of €100,000 and integral multiples of €1,000 in excess thereof.

Section 2.7 *Global Notes*. The Notes shall be issued initially in the form of a permanent Global Security or Global Securities in registered form and shall initially be deposited with and registered in the name of a nominee of The Bank of New York Mellon, London Branch, as the common depository, for the accounts of Euroclear/Clearstream as Depositary. Unless and until each such Global Security is exchanged for the Notes in certificated form, each Global Security may be transferred, in whole but not in part, and any payments on the Notes shall be made only to the Depositary or a nominee of the Depositary, or to a successor Depositary selected or approved by the Company or to a nominee of such successor Depositary.

If, (i) Clearstream or Euroclear is no longer willing or able to discharge its responsibilities properly, and neither the Trustee nor the Company have approved a qualified successor within 90 days; or (ii) a Holder shall so request upon the occurrence and continuance of an Event of Default with respect to the Notes, the Company will issue notes in definitive form in exchange, in all or in part, as the case may be, for the registered global Note that had been held by the Depositary. Any Notes issued in definitive form in exchange for a registered global Note will be registered in the name or names that the Depositary gives to the Trustee or relevant agent of the Company or the Trustee. The Company expects that the Depositary's instructions will be based upon directions received by the Depositary from participants with respect to ownership of beneficial interests in the registered global Note that had been held by the Depositary. In addition, the Company may at any time determine that the Notes shall no longer be represented by a global Note and will issue Notes in definitive form in exchange for such global Note pursuant to the procedure described above.

Section 2.8 *Form of the Notes*. The form of the Notes and the Trustee's Certificate of Authentication to be endorsed thereon shall be substantially in the form attached as Exhibit A hereto, with such changes therein as the officers of the Company executing the Notes (by manual or facsimile signature) may approve, such approval to be conclusively evidenced by their execution thereof. The terms and provisions contained in the Notes, annexed hereto as Exhibits A, shall constitute, and are hereby expressly made, a part of this Indenture and, to the extent applicable, the Company, the Trustee and the Paying Agent, by their execution and delivery of this Fourth Supplemental Indenture, expressly agree to such terms and provisions and to be bound thereby. As long as the Notes are in global form, the Paying Agent (in lieu of the Trustee) shall be responsible for:

(a) paying sums due on the Notes; and

(b) arranging on behalf of, and at the expense of, the Company for notices to be communicated to Holders in accordance with the terms of this Indenture.

Each reference in the Indenture and this Fourth Supplemental Indenture to the performance of duties set forth in clauses (a) and (b) above by the Trustee includes performance of such duties by the Paying Agent.

Section 2.9 *No Sinking Fund*. The Notes shall not be entitled to the benefit of any sinking fund.

ARTICLE 3

REDEMPTION OF THE NOTES

Section 3.1 *Optional Redemption by Company*. Except as otherwise may be specified in this Fourth Supplemental Indenture, the Notes may be redeemed, in whole, at any time, or in part, from time to time, at the option of the Company as follows:

(a) If the Notes are redeemed before the date that is three months prior to the Notes Maturity Date, the Notes being redeemed shall be redeemed at a Redemption Price equal to the greater of:

(i) 100% of the principal amount of the Notes then outstanding to be redeemed; and

(ii) the sum of the present values of the remaining scheduled payments of principal and interest thereon (not including any portion of such payments of interest accrued as of the Redemption Date), discounted to the Redemption Date on an annual basis (ACTUAL/ACTUAL (ICMA)) at the applicable Comparable Government Bond Rate, plus 12 basis points (0.12%),

plus, in each case, accrued interest on the principal amount being redeemed to, but excluding, the Redemption Date.

(b) If the Notes are redeemed on or after the date that is three months prior to the Notes Maturity Date, the Notes shall be redeemed at a Redemption Price equal to 100% of the principal amount of the Notes then outstanding to be redeemed, plus accrued interest on the principal amount being redeemed to, but excluding, the Redemption Date.

(c) Installments of interest on the Notes being redeemed that are due and payable on Interest Payment Dates falling or or prior to a Redemption Date shall be payable on the Interest Payment Date to the Holders as of the close of business on the relevant Regular Record Date.

(d) If less than all of the Notes are to be redeemed, the Notes to be redeemed shall be selected by the Trustee pro rata or by lot, but consistent with any applicable listing standards. In the event of redemption of Notes in part only, a new Note or Notes of like tenor of the unredeemed portion thereof (which shall not be less than the minimum authorized denomination for the Notes) shall be issued in the name of the Holder thereof upon cancellation thereof.

Section 3.2 *Redemption for Tax Reasons*. If, as a result of any change in, or amendment to, the laws (or any regulations or rulings promulgated under the laws) of the United States (or any taxing authority in the United States), or any change in, or amendments to, an official position regarding the application or interpretation of such laws, regulations or rulings, which change or amendment is announced or becomes effective on or after the date of this Fourth Supplemental Indenture, the Company becomes or, based upon a written opinion of independent counsel selected by the Company, will become obligated to pay Additional Amounts as described under Section 2.5 with respect to the Notes and such obligation cannot be avoided by the use of reasonable measures available to the Company, then the Company may at any time at its option redeem, in whole, but not in part, the Notes on not less than 30 nor more than 60 days prior notice, at a Redemption Price equal to 100% of their principal amount, together with accrued and unpaid interest on those Notes to, but not including, the Redemption Date.

Section 3.3 *Change of Control Triggering Event*.

(a) If a Change of Control Triggering Event occurs with respect to the Notes, unless the Company has exercised its option to redeem the Notes as described above, the Company shall be required to make an offer (the " **Change of Control Offer**") to each Holder of the then outstanding Notes, to repurchase all or any part (equal to €1,000 or an integral multiple thereof) of that Holder's Notes on the terms set forth herein and in the Notes, provided that a Holder tendering Notes for repurchase only in part must retain not less than €100,000 aggregate principal amount of Notes. In the Change of Control Offer, the Company shall be required to offer payment in cash equal to 101% of the aggregate principal amount of Notes repurchased, plus accrued and unpaid interest, if any, on the Notes repurchased to the date of repurchase (the "**Change of Control Payment**"). Within 30 days following any Change of Control Triggering Event or, at the Company's option, prior to any Change of Control, but after public announcement of the transaction that constitutes or may constitute the Change of Control, the Company shall mail to Holders of the Notes, and furnish the Trustee with a copy thereof, a notice describing the transaction that constitutes or may constitute the Change of Control Triggering Event, offering to repurchase the Notes on the date specified in the notice, which date shall be no earlier than 30 days and no later than 60 days from the date such notice is mailed (the " **Change of Control Payment Date**"), setting forth the instructions determined by the Company, consistent with the provisions of this Section 3.3, that a Holder must follow in order to have its Notes purchased, and stating that a Holder may elect to have such Notes purchased by completing the form entitled "Option of Holder to Elect Purchase" appearing in Exhibit A, or a comparable form, together with any other procedures that a Holder must follow to accept a Change of Control Offer or effect withdrawal of such acceptance.

The notice shall, if mailed prior to the date of consummation of the Change of Control, state that the offer to purchase is conditioned on the Change of Control Triggering Event occurring on or prior to the Change of Control Payment Date.

(b) On the Change of Control Payment Date for the Notes, the Company shall, to the extent lawful:

(i) accept for payment all Notes or portions of Notes properly tendered pursuant to the Change of Control Offer;

(ii) deposit with the paying agent an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes properly tendered; and

(iii) deliver or cause to be delivered to the Trustee the Notes properly accepted together with an Officers' Certificate stating the aggregate principal amount of Notes or portions of Notes being repurchased.

(c) The Company shall not be required to make a Change of Control Offer upon the occurrence of a Change of Control Triggering Event if a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for an offer made by the Company and the third party repurchases all Notes properly tendered and not withdrawn under its offer. In addition, the Company shall not repurchase any Notes if there has occurred and is continuing on the Change of Control Payment Date an event of default under the Indenture, other than a default in the payment of the Change of Control Payment upon a Change of Control Triggering Event.

(d) The Company shall comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Change of Control Triggering

Event. To the extent that the provisions of any such securities laws or regulations conflict with the Change of Control Offer provisions of the Notes, the Company shall comply with those securities laws and regulations and shall not be deemed to have breached its obligations under the Change of Control Offer provisions of the Notes by virtue of any such conflict.

ARTICLE 4

ORIGINAL ISSUE OF THE NOTES

Section 4.1 *Additional Notes*. The Notes are initially limited in aggregate principal amount to € 300,000,000. Subject to the terms and conditions contained herein, the Company may from time to time, without the consent of the existing Holders of Notes, increase the principal amount of Notes by creating and issuing additional Notes (the "**Additional Notes**") having the same terms and conditions as the Notes in all respects, except for any differences in the issue date, issue price, interest accrued prior to the issue date of the Additional Notes and, in some cases, the first Interest Payment Date. The Additional Notes shall be fungible for United States federal income tax purposes and shall have the same ISIN and CUSIP numbers as the Notes. Any Additional Notes, at the Company's determination and in accordance with provisions of the Indenture, shall be consolidated with and form a single series with the previously outstanding Notes for all purposes of the Indenture, including, without limitation, for purposes of determining whether the required percentage of the Holders of record has given approval or consent to an amendment or waiver or joined in directing the Trustee to take certain actions on behalf of all Holders. The aggregate principal amount of any Additional Notes shall be unlimited.

Section 4.2 *Issuance in Euros*. Initial Holders will be required to pay for the Notes in euros, and all payments of principal of, the Redemption Price (if any), Change of Control Payments (if any), and interest and Additional Amounts (if any), on the Notes, will be payable in euros; provided, however, that if, on or after the date of this Fourth Supplemental Indenture, the euro is unavailable to the Company due to the imposition of exchange controls or other circumstances beyond the Company's control or if the euro is no longer being used by the then member states of the European Monetary Union that have adopted the euro as their currency or for the settlement of transactions by public institutions of or within the international banking community, then all payments in respect of the Notes will be made in U.S. dollars until the euro is again available to the Company or so used. The amount payable on any date in euros will be converted into U.S. dollars at the rate mandated by the U.S. Federal Reserve Board as of the close of business on the second Business Day prior to the relevant payment date or, in the event the U.S. Federal Reserve Board has not mandated a rate of conversion, on the basis of the most recent U.S. dollar/euro exchange rate published in The Wall Street Journal on or prior to the second Business Day prior to the relevant payment date. Any payment in respect of the Notes so made in U.S. dollars will not constitute an event of default under the Notes or the Indenture. Neither the Trustee nor the Paying Agent shall have any responsibility for any calculation or conversion in connection with the foregoing. Any references elsewhere in this Fourth Supplemental Indenture or the Notes to payments being made in euros notwithstanding, payments shall be made in U.S. dollars to the extent set forth in this Section 4.2.

ARTICLE 5

DEFEASANCE

Section 5.1 *Company's Option to Effect Defeasance or Covenant Defeasance*. The Company may elect, at its option at any time, to have Section 5.2 or Section 5.3 applied to the Notes.

Section 5.2 *Defeasance and Discharg*e. Upon the Company's exercise of its option to have this Section applied to the Notes, the Company shall be deemed to have been discharged from its obligations with respect to the Notes as provided in this Section on and after the date the conditions set forth in Section 5.4 are satisfied (hereinafter called "***Defeasance***"). For this purpose, such Defeasance means that the Company shall be deemed to have paid and discharged the entire indebtedness represented by the Notes and to have satisfied all its other obligations under the Notes and this Indenture insofar as the Notes are concerned (and the Trustee, upon the request and at the expense of the Company, shall execute proper instruments acknowledging the same), subject to the following which shall survive until otherwise terminated or discharged hereunder: (1) the rights of Holders of the Notes to receive, solely from the trust fund described in Section 5.4 and as more fully set forth in such Section, payments in respect of the principal of and any premium and interest on the Notes when payments are due, (2) the Company's obligations with respect to the Notes under Sections 304, 305, 306, 1002 and 1003, (3) the rights, powers, trusts, duties and immunities of the Trustee hereunder and (4) this Article. Subject to compliance with this Article, the Company may exercise its option (if any) to have this Section applied to the Notes notwithstanding the prior exercise of its option to have Section 5.3 applied to the Notes.

Section 5.3 *Covenant Defeasance.* Upon the Company's exercise of its option to have this Section applied to the Notes, (1) the Company shall be released from its obligations under Section 801(3), Sections 1005 through 1009, inclusive, of the Indenture, and any covenants provided pursuant to Section 301(16), 901(2) or 901(7) of the Indenture for the benefit of the Holders of the Notes and (2) the occurrence of any event specified in Sections 501(4) (with respect to any of Section 801(3), Sections 1005 through 1009, inclusive, of the Indenture and any such covenants provided pursuant to Section 301(16), 901(2) or 901(7)), and 501(7) of the Indenture shall be deemed not to be or result in an Event of Default, in each case with respect to the Notes as provided in this Section on and after the date the conditions set forth in Section 5.4 are satisfied (hereinafter called "Covenant Defeasance"). For this purpose, such Covenant Defeasance means that, with respect to the Notes, the Company may omit to comply with and shall have no liability in respect of any term, condition or limitation set forth in any such specified Section of the Indenture (to the extent so specified in the case of Section 501(4)), whether directly or indirectly by reason of any reference elsewhere herein to any such Section or by reason of any reference in any such Section to any other provision herein or in any other document, but the remainder of this Indenture and the Notes shall be unaffected thereby.

Section 5.4 *Conditions to Defeasance or Covenant Defeasance* . The following shall be the conditions to the application of Section 5.2 or Section 5.3 to the Notes:

(a) The Company shall irrevocably have deposited or caused to be deposited with the Trustee, which for purposes of this Section 5.4 shall include The Bank of New York Mellon, London Branch, (or another trustee which satisfies the requirements contemplated by Section 609 and agrees to comply with the provisions of this Article applicable to it) as trust funds in trust for the purpose of making the following payments, specifically pledged as security for, and dedicated solely to, the benefits of the Holders of the Notes, (A) money in an amount, or (B) Government Obligations which through the scheduled payment of principal and interest in respect thereof in accordance with their terms will provide, not later than one day before the due date of any payment, money in an amount, or (C) a combination thereof, in each case sufficient, in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee, to pay and discharge, and which shall be applied by the Trustee (or any such other qualifying trustee) to pay and discharge, the principal of and any premium and interest on the Notes on the Notes Maturity Date, in accordance with the terms of the Indenture, this Fourth Supplemental Indenture and the Notes. As used herein, "Government Obligation" means (i) direct obligations of a Participating Member State, (ii) obligations the timely payment of the principal of and interest on which is fully and unconditionally guaranteed by such Participating Member State, a central bank of a Participating Member State or a governmental agency of such Participating Member State, and (iii) certificates, depositary receipts or other instruments which evidence a direct ownership interest in obligations described in clause (i) or (ii) above or in any specific principal or interest payments due in respect thereof.

(b) In the event of an election to have Section 5.2 apply to the Notes, the Company shall have delivered to the Trustee an Opinion of Counsel stating that (A) the Company has received from, or there has been published by, the Internal Revenue Service a ruling or (B) since the date of this Fourth Supplemental Indenture, there has been a change in the applicable United States federal income tax law, in either case (A) or (B) to the effect that, and based thereon such opinion shall confirm that, the Holders of the Notes will not recognize gain or loss for United States federal income tax purposes as a result of the deposit, Defeasance and discharge to be effected with respect to the Notes and will be subject to United States federal income tax on the same amount, in the same manner and at the same times as would be the case if such deposit, Defeasance and discharge were not to occur.

(c) In the event of an election to have Section 5.3 apply to The Notes, the Company shall have delivered to the Trustee an Opinion of Counsel to the effect that the Holders of the Notes will not recognize gain or loss for United States federal income tax purposes as a result of the deposit and Covenant Defeasance to be effected with respect to the Notes and will be subject to United States federal income tax on the same amount, in the same manner and at the same times as would be the case if such deposit and Covenant Defeasance were not to occur.

(d) The Company shall have delivered to the Trustee an Officers' Certificate to the effect that neither the Notes nor any other Notes of the same series as the Notes, if then listed on any securities exchange, will be delisted as a result of such deposit.

(e) No event which is, or after notice or lapse of time or both would become, an Event of Default with respect to the Notes or any other Securities shall have occurred and be continuing at the time of such deposit or, with regard to any such event specified in Sections 501(5) and (6) of the Indenture, at any time on or prior to the 90th day after the date of such deposit (it being understood that this condition shall not be deemed satisfied until after such 90th day).

(f) Such Defeasance or Covenant Defeasance shall not cause the Trustee to have a conflicting interest within the meaning of the Trust Indenture Act (assuming all Securities are in default within the meaning of such Act).

(g) Such Defeasance or Covenant Defeasance shall not result in a breach or violation of, or constitute a default under, any other agreement or instrument to which the Company is a party or by which it is bound.

(h) Such Defeasance or Covenant Defeasance shall not result in the trust arising from such deposit constituting an investment company within the meaning of the Investment Company Act unless such trust shall be registered under such Act or exempt from registration thereunder.

(i) The Company shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent with respect to such Defeasance or Covenant Defeasance have been complied with.

ARTICLE 6

MISCELLANEOUS

Section 6.1 *Confirmation of Indenture*. The Indenture, as heretofore supplemented and as supplemented by this Fourth Supplemental Indenture, is in all respects ratified and confirmed, and this Fourth Supplemental Indenture shall be deemed part of the Indenture, as heretofore supplemented, in the manner and to the extent herein and therein provided.

Section 6.2 *Responsibility of Recitals, Etc*. The recitals herein and in the Notes (except in the Trustee's certificate of authentication) shall be taken as the statements of the Company, and the Trustee assumes no responsibility for the correctness thereof. The Trustee makes no representations as to the validity or the sufficiency of this Fourth Supplemental Indenture or of the Notes. The Trustee shall not be accountable for the use or application by the Company of the Notes or the proceeds thereof.

Section 6.3 *Concerning the Trustee*. The Trustee does not assume any duties, responsibility or liabilities by reason of this Fourth Supplemental Indenture other than as set forth in the Indenture and, in carrying out its responsibilities hereunder, the Trustee shall have all of the rights, powers, privileges, protections and immunities which it possesses under the Indenture.

Section 6.4 *Consent to Jurisdiction.* The Company irrevocably consents and submits to the nonexclusive jurisdiction of any court of the State of New York or any United States federal court sitting, in each case, in the Borough of Manhattan, City of New York, State of New York, United States of America, and any appellate court from any thereof in any suit, action, or proceeding that may be brought in connection with the Indenture, this Fourth Supplemental Indenture or the Notes, and waives any immunity from the jurisdiction of such courts. The Company irrevocably waives, to the fullest extent permitted by law, any objection to any such suit, action or proceeding that may be brought in such courts whether on the grounds of venue, residence or domicile or on the ground that any such suit, action or proceeding has been brought in an inconvenient forum. The Company agrees, to the fullest extent that it may lawfully do so, that final judgment in any such suit, action or proceeding brought in such a court shall be conclusive and binding upon the Company, and waives, to the fullest extent permitted by law, any objection to the enforcement by any competent court in the Company's jurisdiction of organization of judgments validly obtained in any such court in New York on the basis of such suit, action or proceeding.

Section 6.5 *Governing Law*. This Fourth Supplemental Indenture and the Notes shall be governed by, and construed and enforced in accordance with, the laws of the State of New York.

Section 6.6 *Severability*. In case any one or more of the provisions contained in this Fourth Supplemental Indenture or in the Notes shall for any reason be held to be invalid, illegal or unenforceable in any respect, then, to the extent permitted by law, such invalidity, illegality or unenforceability shall not affect any other provisions of this Fourth Supplemental Indenture, or of the Notes, but this Fourth Supplemental Indenture and the Notes shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein or therein.

Section 6.7 *Counterparts*. This Fourth Supplemental Indenture may be executed in any number of counterparts each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

Section 6.8 *Conflict with Trust Indenture Act*. If any provision hereof limits, qualifies or conflicts with a provision of the Trust Indenture Act which is required under such Act to be a part of and govern this Fourth Supplemental Indenture, the latter provision shall control. If any provision of this Fourth Supplemental Indenture modifies or excludes any provision of the Trust Indenture Act which may be so modified or excluded, the latter provision shall be deemed to apply to this Fourth Supplemental Indenture, as so modified or excluded, as the case may be.

Section 6.9 *Effect of Headings*. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Supplemental Indenture to be duly executed as of the day and year first written above.

DOVER CORPORATION

By: /s/ Brad M. Cerepak
Name: Brad M. Cerepak
Title: Senior Vice President and Chief Financial Officer

THE BANK OF NEW YORK MELLON, as Trustee

By: /s/ Laurence J. O'Brien
Name: Laurence J. O'Brien
Title: Vice President

THE BANK OF NEW YORK MELLON, LONDON BRANCH as Paying Agent

By: /s/ Irina Palchuk
Name: Irina Palchuk
Title: Vice President

[Signature Page to Fourth Supplemental Indenture]

EXHIBIT A

Form of Note

[IF THE CERTIFICATE EVIDENCES A GLOBAL NOTE: UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF EUROCLEAR BANK, S.A./N.V., AS OPERATOR OF THE EUROCLEAR SYSTEM ("EUROCLEAR") AND CLEARSTREAM BANKING, SOCIÉTÉ ANONYME, LUXEMBOURG ("CLEARSTREAM, LUXEMBOURG" AND, TOGETHER WITH EUROCLEAR, "EUROCLEAR/CLEARSTREAM"), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF THE BANK OF NEW YORK DEPOSITORY (NOMINEES) LIMITED OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF EUROCLEAR/CLEARSTREAM (AND ANY PAYMENT IS MADE TO SUCH ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF EUROCLEAR/CLEARSTREAM), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, THE BANK OF NEW YORK DEPOSITORY (NOMINEES) LIMITED, HAS AN INTEREST HEREIN.]

DOVER CORPORATION

2.125% Note due 2020

CUSIP:	260003 AL2
ISIN:	XS0998989098
COMMON CODE:	099898909

No. _____ € _____

Dover Corporation, a corporation duly organized and existing under the laws of Delaware (herein called the " **Company**", which term includes any successor Person under the Indenture hereinafter referred to), for value received, hereby promises to pay to , or registered assigns, the principal sum of € on December 1, 2020 and to pay interest thereon from December 4, 2013 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, annually on December 1 in each year, commencing on December 1, 2014, at the rate of 2.125% per annum, until the principal hereof is paid or made available for payment. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date shall, as provided in such Indenture, be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest, which shall be the November 15 (whether or not a Business Day) next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Securities of this series not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities of this series may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture.

Principal of, the Redemption Price (if any), Change of Control Payments (as defined on the reverse hereof, if any), and interest and Additional Amounts (as defined on the reverse hereof, if any) on, the Securities shall be payable at the office or agency of the Company maintained for such purposes in London, England, which shall initially be the principal corporate trust office or agency of the Paying Agent in London, England, in euros; provided, however, that if the euro is unavailable to the Company due to the imposition of exchange controls or other circumstances beyond the Company's control or if the euro is no longer being used by the then member states of the European Monetary Union that have adopted the euro as their currency for the settlement of transactions by public institutions of or within the international banking community, then all payments in respect of the Securities will be in U.S. dollars until the euro is again available to the Company or so used. The amount payable on any date in euros will be converted into U.S. dollars at the rate mandated by the U.S. Federal Reserve Board as of the close

of business on the second Business Day prior to the relevant payment date or, in the event the U.S. Federal Reserve Board has not mandated a rate of conversion, on the basis of the most recent U.S. dollar/euro exchange rate published in The Wall Street Journal on or prior to the second Business Day prior to the relevant payment date. Any references elsewhere in the Securities or the Fourth Supplemental Indenture (as defined on the reverse hereof) to payments being made in euros notwithstanding, payments shall be made in U.S. dollars to the extent set forth in this paragraph. At the option of the Company payment of interest may be made by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register or by wire transfer to an account maintained by the Person entitled thereto as specified in the Security Register; provided, that the Company shall pay principal of (and premium, if any) and interest on this Security in global form registered in the name of or held by Euroclear/Clearstream or such other Depositary as any officer of the Company may from time to time designate, or its respective nominee, by wire in immediately available funds to such Depositary or its nominee, as the case may be, as the registered Holder of this Security in global form. As used herein:

"€" or "euros means the single currency of the Participating Member States.

"Participating Member State" means a member state of the European Union which has adopted or adopts the single currency in accordance with the Treaty establishing the European Community (as that Treaty is amended from time to time).

Reference is hereby made to the further provisions of this Security set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed under its corporate seal.

Dated: , 20

DOVER CORPORATION

By: _____
Name:
Title:

Attest: _____
Name:
Title:

Trustee's Certificate of Authentication

This is one of the Securities of the series designated therein described in the within-mentioned Indenture.

Dated: , 20

THE BANK OF NEW YORK MELLON, as Trustee

By: _____
Authorized Signatory

[Reverse of Security]

This Security is one of a duly authorized issue of securities of the Company (herein called the "Securities"), issued and to be issued in one or more series under an Indenture, dated as of February 8, 2001 (herein called the "Base Indenture", between the Company and The Bank of New York Mellon, as Trustee (the "Trustee", which term includes any successor trustee under the Base Indenture), as amended and supplemented by the First Supplemental Indenture, dated as of October 13, 2005, between the Company and the Trustee (the "First Supplemental Indenture"), as further amended and supplemented by the Second Supplemental Indenture, dated as of March 14, 2008, between the Company and the Trustee (the "Second Supplemental Indenture"), as further amended and supplemented by the Third Supplemental Indenture, dated as of February 22, 2011 between the Company and the Trustee (the "Third Supplemental Indenture") and as further amended and supplemented by the Fourth Supplemental Indenture, dated as of December 2, 2013 between the Company, the Trustee and The Bank of New York Mellon, London Branch, as Paying Agent (the "Paying Agent"), (the "Fourth Supplemental Indenture, together with the Base Indenture, the First Supplemental Indenture, the Second Supplemental Indenture and the Third Supplemental Indenture, the "Indenture"). Reference is hereby made to the Indenture for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee, the Paying Agent and the Holders of the Securities, and of the terms upon which the Securities are, and are to be authenticated and delivered. This Security is one of a series designated on the face hereof initially limited in aggregate principal amount to € 300,000,000.

The Securities of this series are subject to redemption upon not less than 30 days' and not more than 60 days' notice by mail, as a whole or in part, at the election of the Company, from time to time. If the Securities of this series are redeemed before the date that is three months prior to the Stated Maturity Date of the Securities of this series, the Securities shall be redeemed at a Redemption Price equal to the greater of (i) 100% of the principal amount of such Securities then outstanding to be redeemed, and (ii) the sum of the present values of the remaining scheduled payments of principal and interest on the Securities to be redeemed (not including any portion of such payments of interest accrued to the date of redemption) discounted to the date of redemption on an annual basis (ACTUAL/ACTUAL ICMA) at the applicable Comparable Government Bond Rate plus 12 basis points (0.12%), plus, in each case, accrued and unpaid interest on the principal amount being redeemed to, but excluding, the Redemption Date. If the Securities of this series are redeemed on or after the date that is three months prior to the Stated Maturity Date of the Securities of this series, the Securities may be redeemed at a Redemption Price equal to 100% of the principal amount of the Securities then outstanding to be redeemed, plus accrued and unpaid interest on the principal amount being redeemed to, but excluding, the Redemption Date. Interest installments whose Stated Maturity is on or prior to such Redemption Date shall be payable to the Holders of such Securities, or one or more Predecessor Securities, of record at the close of business on the relevant Record Date referred to on the face hereof, all as provided in the Indenture.

For purposes of the redemption provisions, the following terms are applicable:

"Comparable Government Bond" means, in relation to any Comparable Government Bond Rate calculation, at the discretion of an independent investment bank selected by the Company, a German government bond whose maturity is closest to the maturity of the Securities, or if such independent investment bank in its discretion determines that such similar bond is not in issue, such other German government bond as such independent investment bank may, with the advice of three brokers of, and/or market makers in, German government bonds selected by the Company, determine to be appropriate for determining the Comparable Government Bond Rate.

"Comparable Government Bond Rate" means the price, expressed as a percentage (rounded to three decimal places, with 0.0005 being rounded upwards), at which the gross redemption yield on the Securities, if they were to be purchased at such price on the third business day prior to the Redemption Date, would be equal to the gross redemption yield on such business day of the Comparable Government Bond on the basis of the middle market price of the Comparable Government Bond prevailing at 11:00 a.m. (London time) on such business day as determined by an independent investment bank selected by the Company.

If less than all of the Securities are to be redeemed, the Securities to be redeemed shall be selected by the Trustee pro rata or by lot, but consistent with any applicable listing standards. In the event of redemption of this Security in part only, a new Security or Securities of this series for the unredeemed portion hereof (which shall not be less than the minimum authorized denomination for the Securities) shall be issued in the name of the Holder hereof upon the cancellation hereof.

The Company will, subject to the exceptions and limitations set forth below, pay as additional interest on the Securities ("Additional Amounts") such Additional Amounts as are necessary in order that the net payment by the Company of the principal of, premium, if any, and interest on the Securities to a Holder who is not a United States person (as defined below), after withholding or deduction for any present or future tax, assessment or other governmental charge imposed by the United States or a taxing authority in the United States, will not be less than the amount provided in the Securities to be then due and payable; provided, however, that the foregoing obligation to pay Additional Amounts shall not apply:

(a) to any tax, assessment or other governmental charge that is imposed by reason of the Holder (or the beneficial owner for whose benefit such Holder holds such Security), or a fiduciary, settlor, beneficiary, member or shareholder of the Holder if the Holder is an estate, trust, partnership or corporation, or a person holding a power over an estate or trust administered by a fiduciary Holder, being considered as:

(1) being or having been engaged in a trade or business in the United States or having or having had a permanent establishment in the United States;

(2) having a current or former connection with the United States (other than a connection arising solely as a result of the ownership of the Securities, the receipt of any payment or the enforcement of any rights hereunder), including being or having been a citizen or resident of the United States;

(3) being or having been a personal holding company, a passive foreign investment company or a controlled foreign corporation for United States income tax purposes or a corporation that has accumulated earnings to avoid United States federal income tax;

(4) being or having been a "10-percent shareholder" of the Company as defined in Section 871(h)(3) of the United States Internal Revenue Code of 1986, as amended (the "Code") or any successor provision; or

(5) being a bank receiving payments on an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its trade or business;

(b) to any Holder that is not the sole beneficial owner of the Securities, or a portion of the Securities, or that is a fiduciary, partnership or limited liability company, but only to the extent that a beneficial owner with respect to the Holder, a beneficiary or settlor with respect to the fiduciary, or a beneficial owner or member of the partnership or limited liability company would not have been entitled to the payment of an Additional Amount had the beneficiary, settlor, beneficial owner or member received directly its beneficial or distributive share of the payment;

(c) to any tax, assessment or other governmental charge that would not have been imposed but for the failure of the Holder or beneficial owner of the Securities to comply with certification, identification or information reporting requirements concerning the nationality, residence, identity or connection with the United States of the Holder or beneficial owner of the Securities, if compliance is required by statute, by regulation of the United States or any taxing authority therein or by an applicable income tax treaty to which the United States is a party as a precondition to exemption from such tax, assessment or other governmental charge;

(d) to any tax, assessment or other governmental charge that is imposed otherwise than by withholding by the Company or a paying agent from the payment;

(e) to any estate, inheritance, gift, sales, excise, transfer, wealth, capital gains or personal property tax or similar tax, assessment or other governmental charge;

(f) to any withholding or deduction that is imposed on a payment to an individual and that is required to be made pursuant to any law implementing or complying with, or introduced in order to conform to, any European Union Directive on the taxation of savings;

(g) to any tax, assessment or other governmental charge required to be withheld by any paying agent from any payment of principal of or interest on any Security, if such payment can be made without such withholding by at least one other paying agent;

(h) to any tax, assessment or other governmental charge that would not have been imposed but for the presentation by the Holder of any Security, where presentation is required, for payment on a date more than 30 days after the date on which payment became due and payable or the date on which payment thereof is duly provided for, whichever occurs later;

(i) to any tax, assessment or other governmental charge imposed under Sections 1471 through 1474 of the Code (or any amended or successor provisions), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such sections of the Code; or

(j) in the case of any combination of items (a), (b), (c), (d), (e), (f), (g), (h) and (i).

The Securities are subject in all cases to any tax, fiscal or other law or regulation or administrative or judicial interpretation applicable to the Securities. Except as specifically provided above and in Section 2.5 of the Fourth Supplemental Indenture, the Company will not be required to make any payment for any tax, assessment or other governmental charge imposed by any government or a political subdivision or taxing authority of or in any government or political subdivision.

Any references in the Fourth Supplemental Indenture, the Indenture and the Securities to principal, premium, interest or any other amount payable in respect of the Securities shall be deemed to include Additional Amounts, as the context shall require.

At least 30 days prior to each date on which any payment under or with respect to the Securities is due and payable (unless such obligation to pay such Additional Amounts arises after the 30th day prior to the date on which payment under or with respect to the Securities is due and payable, in which case it will be promptly thereafter), if the Company shall be obligated to pay any such Additional Amounts with respect to such payment, the Company shall deliver to the Trustee a certificate of an officer stating that such Additional Amounts shall be payable and the amounts so payable and setting forth such other information as is necessary to enable the Trustee or other paying agent to pay such Additional Amounts to the Holders of such Securities on the payment date. The Company shall make copies of such certificate, as well as copies of tax receipts or other documentation evidencing the payment of the associated taxes or other charges, available to the Holders or beneficial owners of the Securities upon written request.

As used herein and in Sections 2.5 and 3.2 of the Fourth Supplemental Indenture, the term “United States” means the United States of America, the states of the United States, and the District of Columbia, and the term “United States person” means any individual who is a citizen or resident of the United States for U.S. federal income tax purposes, a corporation, partnership or other entity created or organized in or under the laws of the United States, any state of the United States or the District of Columbia, or any estate or trust the income of which is subject to United States federal income taxation regardless of its source.

If, as a result of any change in, or amendment to, the laws (or any regulations or rulings promulgated under the laws) of the United States (or any taxing authority in the United States), or any change in, or amendments to, an official position regarding the application or interpretation of such laws, regulations or rulings, which change or amendment is announced or becomes effective on or after the date of the Fourth Supplemental Indenture, the Company becomes or, based upon a written opinion of independent counsel selected by the Company, will become obligated to pay Additional Amounts as described herein and in the Fourth Supplemental Indenture with respect to the Securities and such obligation cannot be avoided by the use of reasonable measures available to the Company, then the Company may at any time at its option redeem, in whole, but not in part, the Securities on not less than 30 nor more than 60 days prior notice, at a Redemption Price equal to 100% of their principal amount, together with accrued and unpaid interest on those Securities to, but not including, the Redemption Date.

If a Change of Control Triggering Event occurs, unless the Company has exercised its option to redeem the Securities as described above, the Company shall be required to make an offer (the "Change of Control Offer") to each Holder of the Securities to repurchase all or any part (equal to €1,000 or an integral multiple thereof) of that Holder's Securities on the terms set forth herein, provided that a Holder tendering Securities for repurchase only in part must retain not less than €100,000 aggregate principal amount of Securities. In the Change of Control Offer, the Company shall be required to offer payment in cash equal to 101% of the aggregate principal amount of Securities repurchased, plus accrued and unpaid interest, if any, on the Securities repurchased to the date of repurchase (the "Change of Control Payment"). Within 30 days following any Change of Control Triggering Event or, at the Company's option, prior to the date of the consummation of any Change of Control, but after public announcement of the transaction that constitutes or may constitute the Change of Control, the Company shall mail to Holders of the Securities, and furnish the Trustee with a copy thereof, a notice describing the transaction or transactions that constitute or may constitute the Change of Control Triggering Event and offering to repurchase the Securities on the date specified in the notice, which date shall be no earlier than 30 days and no later than 60 days from the date such notice is mailed (the "Change of Control Payment Date"), setting forth the instructions determined by the Company, consistent with the provisions of Section 3.3 of the Fourth Supplemental Indenture, that a Holder must follow in order to have its Securities purchased, and stating that a Holder may elect to have such Securities purchased by completing the form entitled "Option of Holder to Elect Purchase" appearing below, or a comparable form, together with any other procedures that a Holder must follow to accept a Change of Control Offer or effect withdrawal of such acceptance.

The notice shall, if mailed prior to the date of the consummation of the Change of Control, state that the offer to purchase is conditioned on the Change of Control Triggering Event occurring on or prior to the payment date specified in the notice.

On the Change of Control Payment Date, the Company shall be required, to the extent lawful: (a) to accept for payment all Securities or portions of Securities properly tendered pursuant to the Change of Control Offer; (b) to deposit with the paying agent an amount equal to the Change of Control Payment in respect of all Securities or portions of Securities properly tendered; and (c) to deliver or cause to be delivered to the Trustee the Securities properly accepted together with an Officers' Certificate stating the aggregate principal amount of Securities or portions of Securities being repurchased.

The Company shall not be required to make the Change of Control Offer upon a Change of Control Triggering Event if a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for an offer made by the Company and such third party purchases all Securities properly tendered and not withdrawn under its offer. In addition, the Company shall not repurchase any Securities if there has occurred and is continuing on the Change of Control Payment Date an Event of Default under the Indenture, other than a default in the payment of the Change of Control Payment upon a Change of Control Triggering Event.

The Company shall comply with the requirements of Rule 14e-1 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the Securities as a result of a Change of Control Triggering Event. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control Triggering Event provisions of the Securities, the Company shall comply with those securities laws and regulations and shall not be deemed to have breached its obligations under the Indenture or the Change of Control Offer provisions of the Securities by virtue of any such conflicts.

For purposes of the Change of Control Offer provisions, the following terms are applicable:

"Change of Control" means the occurrence of any of the following: (i) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any "person" as the term is defined in Section 13(d)(3) of the Exchange Act) (other than the Company or one of its subsidiaries) becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of the Company's Voting Stock or other Voting Stock into which the Company's Voting Stock is reclassified, consolidated, exchanged or changed, measured by voting power rather than number of shares; (ii) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or more series of related transactions, of all or substantially all of the Company's assets and the assets of its subsidiaries, taken as a whole, to one or more Persons (other than the Company or one of its subsidiaries); or (iii)

the first day on which a majority of the members of the Board of Directors are not Continuing Directors. Notwithstanding the foregoing, a transaction shall not be deemed to involve a Change of Control if (1) the Company becomes a direct or indirect wholly-owned subsidiary of a holding company and (2)(A) the direct or indirect holders of the Voting Stock of such holding company immediately following that transaction are substantially the same as the holders of the Company's Voting Stock immediately prior to that transaction or (B) immediately following that transaction no Person (other than a holding company satisfying the requirements of this sentence) is the beneficial owner, directly or indirectly, of more than 50% of the Voting Stock of such holding company.

"Change of Control Triggering Event" means, with respect to the Securities, the occurrence of both a Change of Control and a Rating Event.

"Continuing Directors" means, as of any date of determination, any member of the Company's Board of Directors who: (i) was a member of such Board of Directors on the date the Securities were issued; or (ii) was nominated for election, elected or appointed to such Board of Directors with the approval of a majority of the Continuing Directors who were members of such Board of Directors at the time of such nomination, election or appointment (either by a specific vote or by approval of the Company's proxy statement in which such member was named as a nominee for election as a director, without objection to such nomination).

"Investment Grade Rating" means a rating equal to or higher than Baa3 (or the equivalent) by Moody's and BBB- (or the equivalent) by S&P, and the equivalent investment grade credit rating from any additional rating agency or rating agencies selected by the Company.

"Moody's" means Moody's Investors Service Inc.

"Person" has the meaning set forth in the Indenture and includes a "person" or "group" as these terms are used in Section 13(d)(3) of the Exchange Act.

"Rating Agencies" means (i) each of Moody's and S&P; and (ii) if either of Moody's or S&P ceases to rate the Securities or fails to make a rating of the Securities publicly available for reasons outside of the Company's control, a "nationally recognized statistical rating organization" within the meaning of Section 3(a)(62) of the Exchange Act selected by the Company (as certified by a Board Resolution) as a replacement agency for Moody's or S&P, or both of them, as the case may be.

"Rating Event" means the rating on the Securities is lowered by each of the Rating Agencies and the Securities are rated below an Investment Grade Rating by each of the Rating Agencies on any day within the 60-day period (which 60-day period shall be extended so long as the rating of the Securities is under publicly announced consideration for a possible downgrade by any of the Rating Agencies) after the earlier of: (i) the occurrence of a Change of Control; and (ii) public notice of the occurrence of a Change of Control or the Company's intention to effect a Change of Control; provided, however, that a Rating Event otherwise arising by virtue of a particular reduction in rating shall not be deemed to have occurred in respect of a particular Change of Control (and thus shall not be deemed a Rating Event for purposes of the definition of Change of Control Triggering Event) if the Rating Agencies making the reduction in rating to which this definition would otherwise apply do not announce or publicly confirm or inform a Responsible Officer of the Trustee assigned to the Corporate Trust Office of the Trustee in writing at the Company's request that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control has occurred at the time of the Rating Event).

"S&P" means Standard & Poor's Rating Services, a division of The McGraw-Hill Companies, Inc.

"Voting Stock" means, with respect to any specified "person" (as that term is used in Section 13(d)(3) of the Exchange Act) as of any date, the capital stock of such person that is at the time entitled to vote generally in the election of the board of directors of such person

The Securities of this series are not entitled to the benefit of any sinking fund.

The Fourth Supplemental Indenture contains provisions for defeasance and discharge at any time of (i) the entire indebtedness of this Security or (ii) certain restrictive covenants and Events of Default with respect to this Security, in each case upon compliance with certain conditions set forth in the Indenture.

If an Event of Default with respect to Securities of this series shall occur and be continuing, the principal of the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of a majority in principal amount of the Securities at the time Outstanding of each series to be affected. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Securities of each series at the time Outstanding, on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security.

As provided in and subject to the provisions of the Indenture, the Holder of this Security shall not have the right to institute any proceeding with respect to the Indenture or for the appointment of a receiver or trustee or for any other remedy thereunder, unless such Holder shall have previously given the Trustee written notice of a continuing Event of Default with respect to the Securities of this series, the Holders of not less than 25% in principal amount of the Securities of this series at the time Outstanding shall have made written request to the Trustee to institute proceedings in respect of such Event of Default as Trustee and offered the Trustee reasonable indemnity, and the Trustee shall not have received from the Holders of a majority in principal amount of the Securities of this series at the time Outstanding a direction inconsistent with such request, and shall have failed to institute any such proceeding, for 60 days after receipt of such notice, request and offer of indemnity. The foregoing shall not apply to any suit instituted by the Holder of this Security for the enforcement of any payment of principal hereof or any premium or interest hereon on or after the respective due dates expressed herein.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and any premium and interest on this Security at the times, place and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registrable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Company, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing; the Notes shall be exchangeable for Notes of a like aggregate principal amount; and notices and demands to or on the Company in respect of the Notes and the Indenture, as amended and supplemented, may be served at the office or agency of the Company maintained for such purpose in New York, New York, which shall initially be the Corporate Trust Office of the Trustee in New York, New York.

The Securities of this series are issuable only in registered form without coupons in minimum denominations of €100,000 and integral multiples of €1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, Securities of this series are exchangeable for a like aggregate principal amount of Securities of this series and of like tenor of a different authorized denomination, as requested by the Holder surrendering the same.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

All terms used in this Security which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this Security purchased by the Company pursuant to Section 3.3 of the Fourth Supplemental Indenture, check the box below:

☐

If you want to elect to have only part of this Security purchased by the Company pursuant to Section 3.3 of the Fourth Supplemental Indenture, state the amount below. If you tender less than all of your Securities for purchase, you must retain at least € aggregate principal amount of Securities.

€ _____

Date: _____
Your Signature: _____
(Sign exactly as your name appears on the other side of this Security)

Signature Guarantee: _____
Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor program reasonably acceptable to the Trustee)

Exhibit 5.1

Ivonne M. Cabrera
Senior Vice President
General Counsel & Secretary

Phone: (630) 743-5024
Fax: (630) 743-2670
Email:imc@dovercorp.com

December 3, 2013

Dover Corporation
3005 Highland Parkway
Downers Grove, Illinois 60515

Re: Form S-3 Registration Statement (File No. 333-172299)

Ladies and Gentlemen:

I am Senior Vice President, General Counsel and Secretary of Dover Corporation, a Delaware corporation (the "Company"), and, as such, am generally familiar with its affairs, records, documents and obligations. I have acted as counsel to the Company in connection with the issuance and sale of €300,000,000 aggregate principal amount of the Company's 2.125% Notes due 2020 (the "2013 Securities") pursuant to a Pricing Agreement, dated as of November 26, 2013 (the "Pricing Agreement") and related Underwriting Agreement, dated as of November 26, 2013 between the Company and Deutsche Bank AG, London Branch, Goldman, Sachs & Co. and the several other underwriters named in the Pricing Agreement (the "Underwriters"). The 2013 Securities will be issued pursuant to an Indenture, dated as of February 8, 2001, between the Company and The Bank of New York Mellon, as trustee (the "Base Indenture" and the "Trustee"), as amended, and supplemented by a Fourth Supplemental Indenture dated as of December 2, 2013 (the "Fourth Supplemental Indenture") between the Company, the Trustee and The Bank of New York Mellon, as Paying Agent (the Base Indenture, as so supplemented, the "Indenture").

I have examined the Company's Registration Statement on Form S-3 (File No. 333-172299) filed by the Company with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"), on February 16, 2011 (the "Registration Statement") and the prospectus dated February 16, 2011 (the "Base Prospectus") as supplemented by the preliminary prospectus supplement dated November 26, 2013 (the "Preliminary Prospectus Supplement") and the prospectus supplement dated November 26, 2013 (the "Prospectus Supplement"), the form of Indenture and the originals or certified, photostatic, electronic or facsimile copies of such records and other documents 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, electronic or facsimile copies and the authenticity of the originals of such copies.

Based upon my examination described above, and subject to the assumptions and qualifications stated herein, I am of the opinion that:

1. The Base Indenture and the Fourth Supplemental Indenture have each been duly executed and delivered by the Company and the Indenture constitutes a valid and legally binding instrument enforceable against the Company in accordance with its terms.

2. The 2013 Securities have been duly authorized and when executed and delivered by the Company and authenticated by the Trustee in accordance with the provisions of the Indenture and delivered to, and paid for by, the Underwriters as contemplated by the Underwriting Agreement, will constitute valid and legally binding obligations of the Company enforceable against the Company, and entitled to the benefits provided by the Indenture.

The foregoing opinion is limited to the General Corporation Law of the State of Delaware and the laws of the State of New York. The foregoing opinion is also subject to: (a) applicable bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance and similar laws which relate to or affect creditors' rights generally, and (b) general principles of equity, including (1) the possible unavailability of specific performance, injunctive relief or any other equitable remedy and (2) concepts of materiality, reasonableness, conscionability, good faith and fair dealing. In addition, I express no opinion with respect to whether acceleration of the 2013 Securities may affect the collectibility of any portion of the stated principal amount thereof which might be determined to constitute unearned interest thereon.

I assume for purposes of this opinion that (i) each of the Trustee and the Paying Agent is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; (ii) each of the Trustee and the Paying Agent is duly qualified to engage in the activities contemplated by the Indenture; (iii) the Indenture will be duly authorized, executed and delivered by the Trustee and the Paying Agent and will constitute a legal, valid and binding obligation of the Trustee and the Paying Agent, enforceable against each of them in accordance with its terms; (iv) the Trustee and the Paying Agent will be in compliance, generally and with respect to acting as Trustee and Paying Agent, respectively, under the Indenture, with all applicable laws and regulations; and (v) each of the Trustee and the Paying Agent will have the requisite legal power and authority to perform their respective obligations under the Indenture.

I hereby consent to the filing of this opinion as an exhibit to the Company's Current Report on Form 8-K to be filed on or about December 3, 2013, which Form 8-K will be incorporated by reference into the Registration Statement, and the reference to my name therein and in the related Preliminary Prospectus Supplement and Prospectus Supplement under the caption "Legal Matters." In giving this consent, I do not thereby admit that I am within the category of persons whose consent is required under Section 7 of the Securities Act or the Rules and Regulations of the Commission promulgated thereunder.

Very truly yours,

/s/ Ivonne M. Cabrera

Ivonne M. Cabrera

EXHIBIT 12.1

Statement Regarding Computation of
Ratio of Earnings to Fixed Charges

	Nine Months Ended September 30,		Years Ended December 31,				
(dollar amounts in thousands)	**2013**	**2012**	**2012**	**2011 (a)**	**2010 (a)**	**2009 (a)**	**2008 (a)**
Earnings from continuing operations before provision for income taxes	$ 947,336	$ 865,300	$1,137,571	$ 1,010,262	$ 813,122	$515,282	$ 803,128
Add fixed charges:							
Interest expense	92,917	94,210	125,995	124,783	115,324	116,048	130,018
Rent expense (interest portion)	22,590	19,964	26,917	25,637	21,801	21,244	20,887
Total fixed charges	115,507	114,174	152,912	150,420	137,125	137,292	150,905
Earnings as adjusted	$1,062,843	$979,474	$ 1,290,483	$1,160,682	$950,247	$652,574	$ 954,033
Ratio of earnings to fixed charges	9.20	8.58	8.44	7.72	6.93	4.75	6.32

(a) Earnings from continuing operations for 2011 and prior have been adjusted to exclude operations that have been classified as discontinued subsequent to 2011.

The earnings to fixed charges ratio is calculated by dividing earnings available for fixed charges for each period by fixed charges for that period. Earnings available for fixed charges is calculated by adding pre-tax income from continuing operations and fixed charges. Fixed charges are the sum of interest expense, the amount amortized from debt financing costs, and an estimate of the amount of interest within the Company's rental expense. All interest expense for the Company is classified within continuing operations.