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): February 25, 2010

DOVER CORPORATION

(Exact Name of Registrant as Specified in Charter)

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

280 Park Avenue
New York, NY 10017
(Address of Principal Executive Offices)

(212) 922-1640
(Registrant's telephone number, including area code)

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 (see General Instruction A.2. below):

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

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

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

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

Item 1.01 Entry into a Material Definitive Agreement.

On February 25, 2010, Dover Corporation (the “Company”) entered into an agreement with Robert A. Livingston, its President and Chief Executive Officer, modifying as of January 1, 2009, the interest rate credited to compensation deferred by Mr. Livingston in 1985-88 pursuant to an executive deferred income plan (“EDIP”) offered to executive employees in 1984-1985. Under the original agreement entered into in 1985, interest on the amount deferred by Mr. Livingston has accrued through December 31, 2008, at a fixed rate of 12.5%, which was a competitive market interest rate at the time the program was introduced. (Mr. Livingston’s deferrals plus interest credited thereon through December 31, 2008 are referred to as the “December 31, 2008 Deferred Compensation Balance.”) Pursuant to the February 25, 2010 amendment, as of January 1, 2009, and for each January 1 thereafter, Mr. Livingston’s December 31, 2008 Deferred Compensation Balance will be credited with interest, compounded annually, at a rate equal to Moody’s Aa Corporate Bond Index published on December 31 of the preceding year or, if no rate is published on December 31 of the preceding year, the rate published on the closest date immediately preceding such December 31. The Moody’s Aa Corporate Bond Index as of December 31, 2008 and 2009, respectively, was 5.54% and 5.49%.

Item 9.01 Financial Statements and Exhibits

(a) Financial statements of business acquired.

Not applicable.

(b) Pro forma financial information.

Not applicable.

(c) Shell company transactions.

Not applicable.

(d) Exhibits

The following exhibit is filed as part of this report:

99.1 Amendment No. 1 to the Executive Employee Supplemental Retirement Agreement with Robert A. Livingston, Jr.

SIGNATURES

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: March 3, 2010

DOVER CORPORATION
(Registrant)

By: /s/ Joseph W. Schmidt
Joseph W. Schmidt
Vice President, General Counsel & Secretary

EXHIBIT INDEX

Exhibit Index No.	Document
99.1	Amendment No. 1 to the Executive Employee Supplemental Retirement Agreement with Robert A. Livingston, Jr.

AMENDMENT NO. 1
TO
THE EXECUTIVE EMPLOYEE SUPPLEMENTAL RETIREMENT AGREEMENT
WITH
ROBERT A. LIVINGSTON, JR.

This Amendment No. 1 to the Executive Employee Supplemental Retirement Agreement ("Amendment") is made as of February 25, 2010 by and between Dover Corporation (the "Company") and Robert A. Livingston, Jr. (the "Executive Employee"), with reference to that certain Executive Employee Supplemental Retirement Agreement entered into as of January 1, 1985 between the Company and the Executive Employee (the "Agreement").

All capitalized terms not defined herein shall have the meanings set forth in Section 1 of the Agreement.

In consideration of the mutual agreements contained herein and for other consideration, the value, sufficiency, and receipt of which is hereby acknowledged, the Company and Executive Employee agree as follows:

1. The Benefit Schedule under the Agreement setting forth the Executive Employee's Normal Benefit and Pre-Retirement Survivor's Benefit and any references thereto in the Agreement shall be deleted from the Agreement.

2. A new definition of "2008 Year-End Balance" is added to Section 1 of the Agreement, setting forth the Executive Employee's accrued benefit under the Agreement as of December 31, 2008, as follows:

"The '2008 Year-End Balance' shall be an amount equal to $270,723, which is equivalent to the Actual Deferrals increased by interest compounded annually on such amounts at a rate of 12.5 percent from the Time of Deferral to December 31, 2008."

3. The definition of "Normal Benefit" in Section 1(H) of the Agreement is replaced in its entirety with:

" 'Normal Benefit' shall mean an amount equal to the 2008 Year-End Balance increased by interest compounded annually on the 2008 Year-End Balance at a rate equal to the Moody's Aa Corporate Bond Index corporate bond rate as of the December 31 immediately preceding January 1, 2009 and each January 1 thereafter from January 1, 2009 until such amounts are paid to the Executive Employee.

In the event that December 31 is not a day on which the Moody's Aa Corporate Bond Index corporate bond rate is published, the rate which shall be used shall be the Moody's Aa Corporate Bond Index corporate bond rate published as of the closest date immediately preceding such December 31. In the event that the Moody's Aa Corporate Bond Index ceases to be published or it is no longer possible to determine such rate, a comparable corporate bond rate determined by the Company shall be used."

4. The definition of "Pre-Retirement Survivor's Benefit" in Section 1(J) of the Agreement is replaced in its entirety with:

"Pre-Retirement Survivor's Benefit" shall mean an amount equal to the Normal Benefit."

5. Section 4.2(b) of the Agreement, entitled "Other Termination of Employment After 5 years" is replaced in its entirety by the following:

"Upon the Executive Employee's Termination of Employment prior to the Normal Retirement Date for any reason other than death, but after completing 5 years of participation under this Agreement, the Company shall pay to the Executive Employee the Normal Benefit in 180 equal monthly installments commencing on the first day of the month coincident with or next following the Executive Employee's 65th birthday."

6. Except as specifically modified by this Amendment, the provisions of the Agreement shall continue in force without any changes thereto.

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment No. 1 to the Executive Employee Supplemental Retirement Agreement as of this 25th day of February, 2010.

EXECUTIVE EMPLOYEE	DOVER CORPORATION
/s/ Robert A. Livingston, Jr.	/s/ Jay Kloosterboer
Name: Robert A. Livingston, Jr.	Name: Jay Kloosterboer
	Title: Vice President, Human Resources