DANAHER CORP /DE/ (DHR)

10-K

Annual report pursuant to section 13 and 15(d)
Filed on 02/24/2012
Filed Period 12/31/2011

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

FORM 10-K

(Mark One)

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the fiscal year ended December 31, 2011

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the transition period from to

Commission File Number: 1-8089

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

Delaware	**59-1995548**
(State or Other Jurisdiction of Incorporation or Organization)	**(I.R.S. Employer Identification Number)**
2200 Pennsylvania Ave. N.W., Suite 800W Washington, D.C.	**20037-1701**
(Address of Principal Executive Offices)	**(Zip Code)**

Registrant's telephone number, including area code: 202-828-0850

Securities Registered Pursuant to Section 12(b) of the Act:

Title of Each Class	Name of Each Exchange On Which Registered
Common Stock $.01 par value	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act:
NONE
(Title of Class)

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

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

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

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

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

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

Large accelerated filer	☒		Accelerated filer	☐
Non-accelerated filer	☐	(Do not check if a smaller reporting company)	Smaller reporting company	☐

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

As of February 13, 2012, the number of shares of Registrant's common stock outstanding was 689,294,694. The aggregate market value of common stock held by non-affiliates of the Registrant on July 1, 2011 was $30.8 billion, based upon the closing price of the Registrant's common stock as quoted on the New York Stock Exchange composite tape on such date.

EXHIBIT INDEX APPEARS ON PAGE 112

DOCUMENTS INCORPORATED BY REFERENCE

Part III incorporates certain information by reference from the Registrant's proxy statement for its 2012 annual meeting of stockholders to be filed pursuant to Regulation 14A within 120 days after Registrant's fiscal year end. With the exception of the sections of the 2012 Proxy Statement specifically incorporated herein by reference, the 2012 Proxy Statement is not deemed to be filed as part of this Form 10-K.

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INFORMATION RELATING TO FORWARD-LOOKING STATEMENTS

Certain information included or incorporated by reference in this Annual Report, in other documents filed with or furnished by us to the SEC, in our press releases or in our other communications through webcasts, conference calls and other presentations, may be deemed to be "forward-looking statements" within the meaning of the federal securities laws. All statements other than historical factual information are forward-looking statements, including without limitation statements regarding: projections of revenue, expenses, profit, profit margins, tax rates, tax provisions, cash flows, pension and benefit obligations and funding requirements, our liquidity position or other financial measures; management's plans and strategies for future operations, including statements relating to anticipated operating performance, cost reductions, restructuring activities, new product and service developments, competitive strengths or market position, acquisitions and related synergies, divestitures, securities offerings, stock repurchases and executive compensation; growth, declines and other trends in markets we sell into; the anticipated impact of adopting new accounting pronouncements; the anticipated outcome of outstanding claims, legal proceedings, tax audits and other contingent liabilities; foreign currency exchange rates and fluctuations in those rates; general economic conditions; assumptions underlying any of the foregoing; and any other statements that address events or developments that Danaher intends or believes will or may occur in the future. Terminology such as "believe," "anticipate," "should," "could," "intend," "plan," "expects," "estimates," "projects," "may," "possible," "potential," "forecast" and "positioned" and similar references to future periods are intended to identify forward-looking statements, although not all forward-looking statements are accompanied by such words. These statements are based on assumptions and assessments made by our management in light of their experience and perceptions of historical trends, current conditions, expected future developments and other factors they believe to be appropriate. These forward-looking statements are subject to a number of risks and uncertainties, including but not limited to the risks and uncertainties set forth under "Item 1A. Risk Factors" in this Annual Report.

Forward-looking statements are not guarantees of future performance and actual results may differ materially from those envisaged by such forward-looking statements. Accordingly, you should not place undue reliance on any such forward-looking statements. Forward-looking statements speak only as of the date of the report, document, press release, webcast, call or other presentation in which they are made. We do not assume any obligation to update or revise any forward-looking statement, whether as a result of new information, future events and developments or otherwise.

PART I

ITEM 1. BUSINESS

General

Danaher Corporation ("Danaher," "Company," "we," "us," "our") designs, manufactures and markets professional, medical, industrial and commercial products and services, which are typically characterized by strong brand names, innovative technology and major market positions. Our research and development, manufacturing, sales, distribution, service and administrative facilities are located in more than 50 countries. Our business consists of five segments: Test & Measurement; Environmental; Life Sciences & Diagnostics; Dental; and Industrial Technologies. We strive to create shareholder value through:

- delivering sales growth, excluding the impact of acquired businesses, in excess of the overall market growth for the types of products and services we provide;
- upper quartile financial performance compared to our peer companies; and
- upper quartile cash flow generation from operations compared to our peer companies.

To accomplish these goals, we use a set of tools and processes, known as the DANAHER BUSINESS SYSTEM ("DBS"), which are designed to continuously improve business performance in the critical areas of quality, delivery, cost and innovation. Within the DBS framework, we pursue a number of ongoing strategic initiatives relating to idea generation, product development and commercialization, global sourcing of materials and services, manufacturing improvement and sales and marketing.

To further these objectives we also acquire businesses that either strategically fit within our existing business portfolio or expand our portfolio into a new and attractive business area. Given the rapid pace of technological development and the specialized expertise typical of our served markets, acquisitions also provide us important access to new technologies and domain expertise. We believe there are many acquisition opportunities available within our target markets. The extent to which we make and effectively integrate appropriate acquisitions will affect our overall growth and operating results. We also continually assess the strategic fit of our existing businesses and may divest businesses that are deemed not to fit with our strategic plan or are not achieving the desired return on investment.

Danaher Corporation, originally DMG, Inc., was organized in 1969 as a Massachusetts real estate investment trust. In 1978 it was reorganized as a Florida corporation under the name Diversified Mortgage Investors, Inc. ("DMI") which in a second reorganization in 1980 became a subsidiary of a newly created holding company named DMG, Inc. DMG, Inc. adopted the name Danaher in 1984 and was reincorporated as a Delaware corporation in 1986.

Sales in 2011 by geographic destination were: North America, 46% (including 42% in the U.S.); Europe, 28%; Asia/Australia, 20%; and other regions, 6%. For additional information regarding sales by geography, please refer to Note 20 in the Consolidated Financial Statements included in this Annual Report.

Reportable Segments

The table below describes the percentage of our total annual revenues attributable to each of our five segments over each of the last three years. For additional information regarding sales, operating profit and identifiable assets by segment, please refer to Note 20 in the Consolidated Financial Statements included in this Annual Report.

	For the Years Ended December 31		
Segment	**2011**	**2010**	**2009**
Test & Measurement	21%	23%	21%
Environmental	18%	22%	23%
Life Sciences & Diagnostics	29%	18%	14%
Dental	13%	15%	16%
Industrial Technologies	19%	20%	20%
Businesses contributed to the Apex joint venture	—	2%	6%

TEST & MEASUREMENT

Our Test & Measurement segment is a leading global provider of electronic measurement instruments and monitoring, management and optimization tools for communications and enterprise networks and related services. The segment's products are used in the design, development, manufacture, installation, deployment and operation of electronics equipment and communications networks and services. Customers for these products and services include manufacturers of electronic instruments; service, installation and maintenance professionals; manufacturers who design, develop, manufacture and install network equipment; and service providers who implement, maintain and manage communications networks and services. Sales for this segment in 2011 by geographic destination were: North America, 53%; Europe, 19%; Asia/Australia, 22%; and other regions, 6%.

We established our Test & Measurement business in 1998 through the acquisition of Fluke Corporation, and have expanded the business through numerous subsequent acquisitions, including the acquisition of Tektronix, Inc. in 2007 and Keithley Instruments, Inc. in 2010. Our Test & Measurement segment consists of the following lines of business.

Instruments

Our business designs, manufactures, and markets a variety of compact professional test tools, thermal imaging and calibration equipment for electrical, industrial, electronic and calibration applications. These test products measure voltage, current, resistance, power quality, frequency, pressure, temperature and air quality. Typical users of these products include electrical engineers, electricians, electronic technicians, medical technicians, and industrial maintenance professionals. Our business also offers general purpose test products and video test, measurement and monitoring products used in electronic design, manufacturing and advanced technology development. The business' general purpose test products, including oscilloscopes, logic analyzers, signal sources and spectrum analyzers, are used to capture, display and analyze streams of electrical data. We sell these products into a variety of industries with significant electronic content, including the communications, computer, consumer electronics, education, military/aerospace and semiconductor industries. Typical users include research and development engineers who use our general purpose test products to design, de-bug, monitor and validate the function and performance of electronic components, subassemblies and end-products. Our video test products include waveform monitors, video signal generators, compressed digital video test products and other test and measurement equipment used to enhance a viewer's video experience. Typical users of these products include video equipment manufacturers, content developers and traditional television broadcasters.

Products in this business are marketed under the FLUKE, TEKTRONIX, KEITHLEY, RAYTEK, FLUKE BIOMEDICAL, AMPROBE and MAXTEK brands. Competition in the instruments business is based on a number of factors, including the performance, ruggedness, ease of use, ergonomics and aesthetics of the product, as well as the other factors described under "—Competition." Sales in the instruments business are generally made through independent distributors and direct sales personnel.

Communications

The communications businesses offer network management solutions, handheld and fixed diagnostic equipment and security solutions, as well as related installation and maintenance services, for a wide range of private network applications as well fixed and mobile communications systems. Communications service providers use our products to ensure the reliability of their network equipment, expand their service offerings and operate their networks at ever-increasing loads. Typical users of the business' products include network engineers, installers, operators, and technicians. Our network management tools help network operators continuously manage network performance and optimize the utilization, uptime and service quality of the network.

Products in this business are marketed under the TEKTRONIX, FLUKE NETWORKS, ARBOR, VISUAL NETWORKS and AIRMAGNET brands. Competition in the communications business is based on a number of factors, including product performance, technology and product availability as well as the other factors described under "—Competition." Sales in the communications business are generally made through direct sales personnel as well as independent distributors and resellers.

Other Businesses

Matco Tools manufactures and distributes professional tools, toolboxes and automotive equipment through independent mobile distributors, who sell primarily to professional mechanics under the MATCO brand. Professional mechanics typically select tools based on relevant innovative features and the other factors described under "—Competition." Hennessy Industries is a leading North American full-line wheel service equipment manufacturer, providing brake lathes, vehicle lifts, tire changers, wheel balancers, and wheel weights under the AMMCO, BADA and COATS brands. Typical users of these products are automotive tire and repair shops. Sales are generally made through our direct sales personnel, independent distributors, retailers, and original equipment manufacturers.

Test & Measurement segment manufacturing facilities are located in North America, Europe, and Asia.

ENVIRONMENTAL

Our Environmental segment provides products that help protect our water supply and air quality and serves two primary markets: water quality and retail/commercial petroleum. Sales for this segment in 2011 by geographic destination were: North America, 48%; Europe, 26%; Asia/Australia, 16%; and other regions, 10%. Our Environmental segment consists of the following lines of business.

Water Quality

Danaher's water quality business is a global leader in water quality analysis and treatment, providing instrumentation and disinfection systems to help analyze and manage the quality of ultra pure, potable and waste water in residential, commercial, industrial and natural resource applications. We entered the water quality sector in the late 1990's through the acquisitions of Dr. Lange and Hach Company, and have enhanced our geographical coverage and product and service breadth through subsequent acquisitions, including the acquisition of Viridor Instrumentation in 2002, Trojan Technologies Inc. in 2004 and ChemTreat, Inc. in 2007. To expand our presence in emerging markets, in 2009 we acquired Hexis Cientifica S/A, a leading distributor of scientific laboratory products in Brazil. Our water quality operations design, manufacture and market:

- a wide range of analytical instruments, related consumables, and associated services that detect and measure chemical, physical, and microbiological parameters in ultra pure, potable and waste water as well as groundwater and ocean bodies;

- ultraviolet disinfection systems, which disinfect billions of gallons of municipal, industrial and consumer water every day in more than 35 countries; and
- industrial water treatment solutions, including chemical treatment solutions intended to address corrosion, scaling and biological growth problems in boiler, cooling water and industrial waste water applications as well as associated analytical services.

Typical users of our analytical instruments, ultraviolet disinfection systems, industrial water treatment solutions and related consumables and services include professionals in municipal drinking water and waste water treatment plants and industrial process water and waste water treatment facilities, third-party testing laboratories and environmental field operations. Customers in these industries choose suppliers based on a number of factors including the customer's existing supplier relationships, product performance and ease of use, the comprehensiveness of the supplier's product offering and the other factors described under "—Competition." Our water quality business provides products under a variety of well-known brands, including HACH, HACH/LANGE, TROJAN TECHNOLOGIES and CHEMTREAT. Manufacturing facilities are located in North America, Europe, and Asia. Sales are made through our direct sales personnel, independent representatives and independent distributors and directly through our websites.

Retail/Commercial Petroleum

We have served the retail/commercial petroleum market since the mid-1980s through our Veeder-Root business, and have enhanced our geographic coverage and product and service breadth through various acquisitions including the acquisitions of Red Jacket in 2001, Gilbarco in 2002 and Autotank Ltd. in 2008. To expand our presence in emerging markets, in 2010 the Company acquired the petroleum dispenser business of Larsen & Toubro, an Indian manufacturer of retail petroleum equipment. Today, Gilbarco Veeder-Root is a leading worldwide provider of products and services for the retail/commercial petroleum market, including:

- environmental monitoring and leak detection systems;
- vapor recovery equipment;
- fuel dispensers;
- point-of-sale and secure electronic payment technologies for retail petroleum stations;
- submersible turbine pumps; and
- remote monitoring and outsourced fuel management services, including compliance services, fuel system maintenance, and inventory planning and supply chain support.

Typical users of these products include independent and company-owned retail petroleum stations, high-volume retailers, convenience stores, and commercial vehicle fleets. Customers in this industry choose suppliers based on a number of factors including product features, performance and functionality, the supplier's geographical coverage and the other factors described under "—Competition." We market our retail/commercial petroleum products under a variety of brands, including GILBARCO, VEEDER-ROOT, and GILBARCO AUTOTANK. Manufacturing facilities are located in North America, Europe, Asia and Latin America. Sales are generally made through independent distributors and our direct sales personnel.

LIFE SCIENCES & DIAGNOSTICS

Our diagnostics businesses offer a broad range of analytical instruments, reagents, consumables, software and services that hospitals, physician's offices, reference laboratories and other critical care settings use to diagnose disease and make treatment decisions. Our life sciences businesses offer a broad range of research and clinical tools that are used by scientists to study cells and cell components to gain a better understanding of complex biological matters. Pharmaceutical and biotechnology companies, universities, medical schools and research institutions use these tools to study the causes of disease, identify new therapies and test new drugs and vaccines. Sales for this segment in 2011 by geographic destination were: Europe, 37%; North America, 31%; Asia/ Australia, 27%; and other regions, 5%. Sales by geographic destination in 2012 are expected to differ from sales by geographic destination during 2011 as a result of the June 2011 acquisition of Beckman Coulter, Inc. ("Beckman Coulter") discussed below. More of the segment's 2012 sales are anticipated to be in North America as compared to any other geography.

Diagnostics

We established our diagnostics business in 2004 through the acquisition of Radiometer. We have expanded the business through numerous subsequent acquisitions, including the acquisitions of Leica Microsystems in 2005, Vision Systems in 2006, Genetix in 2009 and Beckman Coulter in 2011, which more than doubled the size of the business. The diagnostics business consists of our core lab, acute care and pathology diagnostics businesses.

Our core lab diagnostics business is a leading manufacturer and marketer of biomedical testing instrument systems, tests and supplies that are used to evaluate and analyze samples made up of body fluids, cells and other substances. The information generated is used to diagnose disease, monitor and guide treatment and therapy, assist in managing chronic disease and assess patient status in the hospital, outpatient and physician office settings. The business offers the following products:

- Our chemistry systems use electrochemical detection and chemical reactions with patient samples to detect and quantify substances of diagnostic interest in blood and other body fluids. Commonly performed tests include glucose, cholesterol, triglycerides, electrolytes, proteins and enzymes.
- Our immunoassay systems also detect and quantify chemical substances of diagnostic interest in body fluids, particularly in circumstances where more specialized diagnosis is required. Commonly performed immunoassay tests assess thyroid function, screen and monitor for cancer and cardiac risk and provide important information in fertility and reproductive testing.
- Our cellular analysis business includes hematology, flow cytometry and coagulation products. The business' hematology systems use principles of physics, optics, electronics and chemistry to separate cells of diagnostic interest and then quantify and characterize them, allowing clinicians to study formed elements in blood (such as red and white blood cells and platelets). The business' flow cytometry products rapidly sort, identify, categorize and characterize multiple types of cells in suspension, allowing clinicians to determine cell types and characteristics and analyze specific cell populations based on molecular differences. The business also distributes coagulation products, which rely on clotting, chromogenic and immunologic technologies to provide the detailed information that clinicians require to diagnose bleeding and clotting disorders and to monitor anticoagulant therapy.
- We also offer systems and workflow solutions that allow laboratories to automate a number of steps from the pre-analytical through post-analytical stages including sample barcoding/information tracking, centrifugation, aliquotting, storage and conveyance. These systems along with the analyzers above are controlled through laboratory level software that enables laboratory managers to monitor samples, results and lab efficiency.

Typical users of the business' core lab diagnostics products include hospitals, physician's offices, veterinary laboratories, reference laboratories and pharmaceutical clinical trial laboratories.

Our acute care diagnostics business is a leading worldwide provider of instruments and related consumables and services that are used in both laboratory and point-of-care environments to rapidly measure critical parameters, including blood gases, electrolytes, metabolites and cardiac markers. Typical users of these products include hospital central laboratories, intensive care units, hospital operating rooms and hospital emergency rooms.

Our pathology diagnostics business is a leading histology company in the anatomical pathology market, offering a comprehensive suite of instrumentation and related consumables used across the entire workflow of a pathology laboratory. Our pathology diagnostics products include tissue embedding, processing and slicing (microtomes) instruments and related reagents and consumables; chemical and immuno-staining instruments, reagents, antibodies and consumables; slide coverslipping and slide/cassette marking instruments; and imaging instrumentation including slide scanners, microscopes, cameras and associated software. Typical users of these products include pathologists, lab managers and researchers.

Customers in the diagnostics industry select products based on a number of factors, including product quality and reliability, the scope of tests that can be performed, the accuracy and speed of the product, the product's ability to enhance productivity, total cost of ownership and access to a highly qualified service and support network as well as the other factors described under "—Competition." Our diagnostics business generally markets its products under the BECKMAN COULTER, LEICA BIOSYSTEMS, RADIOMETER and SURGIPATH brands. Manufacturing facilities are located in North America, Europe, Asia and Australia. The businesses sell to customers primarily through direct sales personnel and to a lesser extent through independent distributors.

Life Sciences

We established our life sciences business in 2005 through the acquisition of Leica Microsystems, and have expanded the business through numerous subsequent acquisitions, including the acquisitions of AB Sciex and Molecular Devices in 2010 and Beckman Coulter, Inc. in 2011. The life sciences business consists of the following businesses.

Our microscopy business is a leading global provider of professional microscopes designed to manipulate, preserve and capture images of, and enhance the user's visualization of, microscopic structures. Our microscopy products include:

- laser scanning (confocal) microscopes;
- compound microscopes and related equipment;
- surgical and other stereo microscopes; and
- specimen preparation products for electron microscopy; and
- digital image capture and manipulation equipment.

Typical users of these products include research, medical and surgical professionals operating in research and pathology laboratories, academic settings and surgical theaters.

We also offer workflow instruments and consumables that help researchers analyze genomic, protein and cellular information. Key product areas include sample preparation equipment such as centrifugation and capillary electrophoresis instrumentation and consumables; liquid handling automation instruments and associated consumables; flow cytometry instrumentation and associated antibodies and reagents; and particle characterization instrumentation. The business also offers genome profiling services. Researchers use the business' products to study biological function in the pursuit of basic research, therapeutic and diagnostic development. Typical users of these products include pharmaceutical and biotechnology companies, universities, medical schools and research institutions and in some cases industrial manufacturers.

Our mass spectrometry business is a leading global provider of high-end mass spectrometers. Mass spectrometry is a technique for identifying, analyzing and quantifying elements, chemical compounds and biological molecules, individually or in complex mixtures. Our products utilize various combinations of quadrupole, time-of-flight and ion trap technologies, and are typically used in conjunction with a third party liquid chromatography instrument. Our mass spectrometer systems are used in numerous applications such as drug discovery and clinical development of therapeutics as well as in basic research, clinical testing, food and beverage quality testing and environmental testing. To support our installations around the world, we provide implementation, validation, training, maintenance and support from our global services network. Typical users of our mass spectrometry products include molecular biologists, bioanalytical chemists, toxicologists, and forensic scientists as well as quality assurance and quality control technicians. We also provide high-performance bioanalytical measurement systems, including microplate readers, automated cellular screening products and associated reagents, and imaging software. Typical users of these products include biologists and chemists engaged in research and drug discovery, who use these products to determine electrical or chemical activity in cell samples.

Customers in the life sciences industry select products based on a number of factors, including product quality and reliability, innovation (particularly productivity and sensitivity improvements), the product's capacity to enhance productivity, product performance and ergonomics, access to a highly qualified service and support network and the other factors described under "—Competition." Our life sciences business generally markets its products under the LEICA MICROSYSTEMS, BECKMAN COULTER, AB SCIEX and MOLECULAR DEVICES brands. Manufacturing facilities are located in Europe, Australia, Asia and North America. The businesses sell to customers primarily through direct sales personnel and to a lesser extent through independent distributors.

DENTAL

Our Dental segment is a leading worldwide provider of a broad range of consumables, equipment and services for the dental market, which encompasses the diagnosis, treatment and prevention of disease and ailments of the teeth, gums and supporting bone. The market we serve encompasses the whole working environment of an oral health professional and we are dedicated to driving technological innovations that help dental professionals improve clinical outcomes and enhance productivity. Sales for this segment in 2011 by geographic destination were: North America, 49%; Europe, 34%; Asia/Australia, 10%; and other regions, 7%.

We entered the dental business in 2004 through the acquisitions of KaVo and Gendex and have enhanced our geographical coverage and product and service breadth through subsequent acquisitions, including the acquisition of Sybron Dental Specialties in 2006 and PaloDEx Group Oy in 2009. Today, our dental businesses develop, manufacture and market the following dental consumables and dental equipment:

- orthodontic bracket systems and lab products;
- impression, bonding and restorative materials;
- endodontic systems and related consumables;
- infection prevention products;
- implant systems;
- diamond and carbide rotary instruments.
- digital imaging and other visualization and magnification systems;
- air and electric handpieces and associated consumables; and
- treatment units.

Typical customers and users of these products include general dentists, dental specialists, dental hygienists, dental laboratories and other oral health professionals, as well as educational, medical and governmental entities. Dental professionals choose dental products based on a number of factors including product performance, the product's capacity to enhance productivity and the other factors described under "—Competition." Our dental products are marketed primarily under the KAVO, GENDEX, iCAT, INSTRUMENTARIUM DENTAL, SOREDEX, PELTON & CRANE, DEXIS, ORMCO, KERR, PENTRON, SYBRON ENDO and TOTAL CARE brands. Manufacturing facilities are located in Europe, North America and Latin America. Sales are primarily made through independent distributors and, to a lesser extent, through direct sales personnel.

INDUSTRIAL TECHNOLOGIES

Our Industrial Technologies segment designs and manufactures components and systems that are typically incorporated by original equipment manufacturers ("OEMs") and systems integrators for sale into a diverse set of applications and end-markets. The businesses in this segment also provide service and support, including helping customers with integration and installation and providing services to ensure performance and up-time. Sales for this segment in 2011 by geographic destination were: North America, 45%; Europe, 32%; Asia/Australia, 16%; and other regions, 7%. Our Industrial Technologies segment consists of the following lines of business.

Product Identification

Danaher's product identification business is a leading global provider of equipment and consumables for variable printing, marking and coding on a wide variety of consumer and industrial products. We entered the product identification market through the acquisition of Videojet in 2002, and have expanded our product and geographic coverage through various subsequent acquisitions, including the acquisitions of Willett International Limited in 2003, Linx Printing Technologies PLC in 2005 and EskoArtwork in 2011. Our businesses design, manufacture, and market a variety of equipment used to print bar codes, date codes, lot codes, and other information on primary and secondary packaging. Our equipment can apply high-quality alphanumeric codes, logos and graphics to a wide range of surfaces at a variety of line speeds, angles and locations on a product or package. With the recent acquisition of EskoArtwork, the business is now also a leading full service solutions provider for the digital packaging design and production market. Typical users of the product identification business' products include food and beverage manufacturers, pharmaceutical manufacturers, retailers and commercial printing and mailing operations. Customers in this industry choose suppliers based on a number of factors, including printer speed and accuracy, equipment uptime and reliable operation without interruption, ease of maintenance, service coverage and the other factors described under "—Competition." Our product identification products are primarily marketed under the VIDEOJET, LINX, FOBA and ESKOARTWORK brands. Manufacturing facilities are located in North America, Europe, Latin America, and Asia. Sales are generally made through our direct sales personnel and independent distributors.

Motion

We are one of the leading worldwide providers of electromechanical motion control solutions for the industrial automation and packaging markets. We entered the motion control industry through the acquisition of Pacific Scientific Company in 1998, and subsequently expanded our product and geographic breadth with the acquisitions of American Precision Industries, Kollmorgen Corporation and the motion businesses of Warner Electric Company in 2000, and Thomson Industries in 2002, among others. Our businesses provide a wide range of products including:

- standard and custom motors;

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- drives;
- controls; and
- mechanical components (such as ball screws, linear bearings, clutches/brakes, and linear actuators).

These products are sold in various precision motion markets such as the markets for packaging equipment, medical equipment, robotics, circuit board assembly equipment, elevators and electric vehicles (such as lift trucks). Customers are typically systems integrators who use our products in production and packaging lines and OEMs that integrate our products into their machines and systems. Customers in this industry choose suppliers based on a number of factors, including product performance, the comprehensiveness of the supplier's product offering, the geographical coverage offered by the supplier and the other factors described under "—Competition." Our motion products are marketed under a variety of brands, including KOLLMORGEN, THOMSON, DOVER and PORTESCAP. Manufacturing facilities are located in North America, Europe, Latin America, and Asia. Sales are generally made through our direct sales personnel and independent distributors.

Other Businesses

Our sensors & controls products include instruments that monitor, sense and control discrete manufacturing variables such as temperature, position, quantity, level, flow and time. Users of these products span a wide variety of manufacturing markets. Certain businesses included in this group also make and sell instruments, controls and monitoring systems used by the electric utility industry to monitor their transmission and distribution systems, as well as automatic identification solutions. These products are marketed under a variety of brands, including DYNAPAR, HENGSTLER, IRIS POWER, WEST, GEMS SENSORS, SETRA and QUALITROL. Sales are generally made through our direct sales personnel and independent distributors.

Our defense business designs, manufactures, and markets energetic material systems. Typical users of these products include defense systems integrators and prime contractors. Customers in this industry choose suppliers based on a number of factors, including the supplier's experience with the particular technology or application in the defense industry and the other factors described under "—Competition." Our defense products are typically marketed under the PACIFIC SCIENTIFIC ENERGETIC MATERIALS COMPANY brand. In February 2012, the Company sold its Kollmorgen Electro-Optical ("KEO") business. The KEO business designs, develops, manufactures and integrates highly engineered, stabilized electro-optical/ISR systems that integrate into submarines, surface ships and ground vehicles.

Jacobs Vehicle Systems ("JVS") is a leading worldwide supplier of supplemental braking systems for commercial vehicles, selling JAKE BRAKE brand engine retarders for class 6 through 8 vehicles and bleeder and exhaust brakes for class 2 through 7 vehicles. Customers are primarily major manufacturers of class 2 through class 8 vehicles, and sales are typically made through our direct sales personnel.

Manufacturing facilities of our sensors & controls, defense and JVS businesses are located in North America, Latin America, Europe and Asia.

APEX TOOL GROUP JOINT VENTURE

In 2010, the Company entered into a joint venture with Cooper Industries, plc, combining certain of the Company's hand tool businesses with Cooper's Tools business to form a new entity called Apex Tool Group, LLC ("Apex"). Each of Cooper and the Company owns a 50% interest in Apex and has an equal number of representatives on Apex's Board of Directors.

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The following discussions of *Materials, Intellectual Property, Competition, Seasonal Nature of Business, Working Capital, Backlog, Employee Relations, Research and Development, Government Contracts, Regulatory Matters, International Operations* and *Major Customers* include information common to all of our segments.

Materials

Our manufacturing operations employ a wide variety of raw materials, including steel, copper, cast iron, electronic components, aluminum, plastics and other petroleum-based products. Prices of oil and gas also affect our costs for freight and utilities. We purchase raw materials from a large number of independent sources around the world. No single supplier is material, although for some components that require particular specifications there may be a limited number of suppliers that can readily provide such components. We utilize a number of techniques to address potential disruption in our supply chain, including in certain cases the use of alternative materials and qualification of multiple supply sources. During 2011 we had no raw material shortages that had a material effect on our business. For a further discussion of risks related to the materials and components required for our operations, please refer to "Item 1A. Risk Factors."

Intellectual Property

We own numerous patents, trademarks, copyrights, trade secrets and licenses to intellectual property owned by others. Although in aggregate our intellectual property is important to our operations, we do not consider any single patent, trademark, copyright, trade secret or license to be of material importance to any segment or to the business as a whole. From time to time we engage in litigation to protect our intellectual property rights. For a discussion of risks related to our intellectual property, please refer to "Item 1A. Risk Factors." All capitalized brands and product names throughout this document are trademarks owned by, or licensed to, Danaher or its subsidiaries.

Competition

Although our businesses generally operate in highly competitive markets, our competitive position cannot be determined accurately in the aggregate or by segment since none of our competitors offer all of the same product lines or serve all of the same markets as we do. Because of the diversity of the products we sell and the variety of markets we serve, we encounter a wide variety of competitors, including well-established regional competitors, competitors who are more specialized than we are in particular markets, as well as larger companies or divisions of larger companies with substantial sales, marketing, research, and financial capabilities. We are facing increased competition in a number of our served markets as a result of the entry of new, large companies into certain markets, the entry of competitors based in low-cost manufacturing locations, and increasing consolidation in particular markets. The number of competitors varies by product line. Our management believes that we have a market leadership position in many of the markets we serve. Key competitive factors vary among our businesses and product lines, but include the specific factors noted above with respect to each particular business and typically also include price, quality, delivery speed, service and support, innovation, distribution network, breadth of product and service offerings and brand name recognition. For a discussion of risks related to competition, please refer to "Item 1A. Risk Factors."

Seasonal Nature of Business

General economic conditions impact our business and financial results, and certain of our businesses experience seasonal and other trends related to the industries and end-markets that they serve. For example, European sales are often weaker in the summer months, sales to the United States government are often stronger in the third calendar quarter, medical and capital equipment sales are often stronger in the fourth calendar quarter and sales to original equipment manufacturers are often stronger immediately preceding and following the launch of new products. However, as a whole, we are not subject to material seasonality.

Working Capital

We maintain an adequate level of working capital to support our business needs. There are no unusual industry practices or requirements relating to working capital items. In addition, our sales and payment terms are generally similar to those of our competitors.

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Backlog

The table below provides the unfulfilled orders attributable to each of our five segments at the end of 2011 and 2010 ($ in millions):

Segment	As of December 31 2011	2010
Test & Measurement	$ 715	$ 641
Environmental	378	382
Life Sciences & Diagnostics	455	186
Dental	64	71
Industrial Technologies	555	534
Businesses contributed to the Apex joint venture	—	—
Total	$ 2,167	$ 1,814

We expect that a large majority of the unfilled orders as of December 31, 2011 will be delivered to customers within 3 to 4 months of such date. Given the relatively short delivery periods and rapid inventory turnover that are characteristic of most of our products and the shortening of product life cycles, we believe that backlog is indicative of short-term revenue performance but not necessarily a reliable indicator of medium or long-term revenue performance.

Employee Relations

At December 31, 2011, we employed approximately 59,000 persons, of whom approximately 26,000 were employed in the United States and approximately 33,000 were employed outside of the United States. Of our United States employees, approximately 1,500 were hourly-rated, unionized employees. Outside the United States, we have government-mandated collective bargaining arrangements and union contracts in certain countries, particularly in Europe where many of our employees are represented by unions and/or works councils. For a discussion of risks related to employee relations, please refer to "Item 1A. Risk Factors."

Research and Development

The table below describes our research and development expenditures over each of the last three years, by segment and in the aggregate ($ in millions):

Segment	For the Years Ended December 31 2011	2010	2009
Test & Measurement	$ 312	$ 258	$ 216
Environmental	153	136	116
Life Sciences & Diagnostics	341	193	117
Dental	78	73	52
Industrial Technologies	135	111	93
Businesses contributed to the Apex joint venture	—	3	6
Total	$ 1,019	$ 774	$ 600

We conduct research and development activities for the purpose of developing new products, enhancing the functionality, effectiveness, ease of use and reliability of our existing products and expanding the applications for which uses of our products are appropriate. Our research and development efforts include internal initiatives and those that use licensed or acquired technology. The Company conducts research and development activities on a business-by-business basis, primarily in North America, Europe and Asia. We anticipate that we will continue to make significant expenditures for research and development as we seek to provide a continuing flow of innovative products to maintain and improve our competitive position. For a discussion of the risks related to the need to develop and commercialize new products and product enhancements, please refer to "Item 1A. Risk Factors." Customer-sponsored research and development was not significant in 2011, 2010 or 2009.

Government Contracts

Although the substantial majority of our revenue in 2011 was from customers other than governmental entities, each of our segments has agreements relating to the sale of products to government entities. As a result, we are subject to various statutes and regulations that apply to companies doing business with governments. For a discussion of risks related to government contracting requirements, please refer to "Item 1A. Risk Factors."

Regulatory Matters

We face comprehensive government regulation both within and outside the United States relating to the development, manufacture, sale and distribution of our products and services. The following sections describe certain significant regulations that we are subject to. These are not the only regulations that our businesses must comply with. For a description of the risks related to the regulations that our businesses are subject to, please refer to "Item 1A. Risk Factors."

Environmental Laws and Regulations

Our operations, products and services are subject to environmental laws and regulations in the jurisdictions in which they operate, which impose limitations on the discharge of pollutants into the environment and establish standards for the use, generation, treatment, storage and disposal of hazardous and non-hazardous wastes. A number of our operations involve the handling, manufacturing, use or sale of substances that are or could be classified as hazardous materials within the meaning of applicable laws. We must also comply with various health and safety regulations in both the United States and abroad in connection with our operations. Compliance with these laws and regulations has not had and, based on current information and the applicable laws and regulations currently in effect, is not expected to have a material effect on our capital expenditures, earnings or competitive position, and we do not anticipate material capital expenditures for environmental control facilities. For a discussion of risks related to compliance with environmental and health and safety laws, please refer to "Item 1A. Risk Factors."

In addition to environmental compliance costs, we from time to time incur costs related to alleged damages associated with past or current waste disposal practices or other hazardous materials handling practices. For example, generators of hazardous substances found in disposal sites at which environmental problems are alleged to exist, as well as the current and former owners of those sites and certain other classes of persons, are subject to claims brought by state and federal regulatory agencies pursuant to statutory authority. We have received notification from the U.S. Environmental Protection Agency, and from state and non-U.S. environmental agencies, that conditions at certain sites where we and others previously disposed of hazardous wastes and/or are or were property owners require clean-up and other possible remedial action, including sites where we have been identified as a potentially responsible party under U.S. federal and state environmental laws. We have projects underway at a number of current and former facilities, in both the United States and abroad, to investigate and remediate environmental contamination resulting from past operations. Remediation activities generally relate to soil and/or groundwater contamination and may include pre-remedial activities such as fact-finding and investigation, risk assessment, feasibility study, and/or design, as well as remediation actions such as contaminant removal, monitoring and/or installation, operation and maintenance of longer-term remediation systems. We are also from time to time party to personal injury or other claims brought by private parties alleging injury due to the presence of or exposure to hazardous substances.

We have made a provision for environmental investigation and remediation and environmental-related claims with respect to sites owned or formerly owned by the Company and its subsidiaries and third-party sites where we have been determined to be a potentially responsible party. We generally make an assessment of the costs involved for our remediation efforts based on environmental studies, as well as our prior experience with similar sites. The ultimate cost of site cleanup is difficult to predict given the uncertainties of our involvement in certain sites, uncertainties regarding the extent of the required cleanup, the availability of alternative cleanup methods, variations in the interpretation of applicable laws and regulations, the possibility of insurance recoveries with respect to certain sites and the fact that imposition of joint and several liability with right of contribution is possible under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 and other environmental laws and regulations. If we determine that potential liability for a particular site or with respect to a personal injury claim is probable and reasonably estimable, we accrue the total estimated loss, including investigation and remediation costs, associated with the site or claim. As of December 31, 2011, the Company had a reserve of $141 million for environmental matters which are probable and reasonably estimable (of which $92 million are non-current), which reflects the Company's best estimate of the costs to be incurred with respect to such matters. Please see Note 9 to the Consolidated Financial Statements for additional information about our environmental reserves.

All provisions have been recorded without giving effect to any possible future third party recoveries. While we actively pursue insurance recoveries, as well as recoveries from other potentially responsible parties, we do not recognize any insurance recoveries for environmental liability claims until realized or until such time as a sustained pattern of collections is established related to historical matters of a similar nature and magnitude.

For a discussion of risks related to past or future releases of, or exposures to, hazardous substances, please refer to "Item 1A. Risk Factors."

Medical Device and Other Healthcare Regulations

Certain of our products are classified as medical devices under the Federal Food, Drug, and Cosmetic Act (the "FDCA"). The FDCA requires these products, when sold in the United States, to be safe and effective for their intended use and to comply with the regulations administered by the United States Food and Drug Administration ("FDA"). Our medical device products are also regulated by comparable agencies in non-U.S. countries where our products are sold.

The FDA's regulatory requirements include:

- Establishment Registration. We must register with the FDA each facility where regulated products are developed or manufactured. The FDA periodically inspects these facilities.
- Marketing Authorization. We must obtain FDA authorization to begin marketing a regulated, non-exempted product in the United States. For some of our products, this authorization is obtained by submitting a 510(k) pre-market notification, which simply provides data on the performance of the product to allow the FDA to determine substantial equivalence to a product already in commercial distribution in the United States. Other of our products must go through a formal pre-market approval process which includes the performance of clinical studies and may include review of the product by a scientific review panel.
- Quality Systems. We are required to establish a quality system that includes procedures for ensuring regulated products are developed, manufactured and distributed in accordance with specified standards. We also must establish procedures for investigating and responding to customer complaints regarding the performance of regulated products.
- Labeling. The labeling for the products must contain specified information. In some cases, the FDA must review and approve the labeling and any quality assurance protocols specified in the labeling.
- Imports and Exports. The FDCA establishes requirements for importing and exporting products into and from the United States. In general, any limitations on importing and exporting products apply only to products that have not received marketing authorization.
- Post-market Reporting. After regulated products have been distributed to customers, we may receive product complaints requiring us to investigate and report to the FDA certain events involving the products. We also must notify the FDA when we conduct recalls or certain types of field corrective actions involving our products.

In the European Union, a single medical device regulatory approval process exists. Regulated products must meet minimum standards of performance, safety, and quality (known as the "essential requirements"), and then, according to their classification, comply with one or more of a selection of conformity assessment routes. Unlike United States regulations, which require virtually all devices to undergo some level of premarket review by the FDA, the EU regulations allow manufacturers to bring many devices to market using a process in which the manufacturer certifies that the device conforms to the essential requirements for that device. Certain products must go through a more formal pre-market review process. We are also required to report device failures and injuries potentially related to product use in a timely manner to the competent authorities of the European Union countries. A number of other countries, including Australia, Brazil, Canada, China and Japan, have also adopted or are in the process of adopting standards for medical devices sold in those countries.

We are also subject to various laws regulating (1) fraud and abuse in the healthcare industry, and (2) the privacy and security of health information, including the United States federal regulations described below. Many states and foreign countries have also adopted laws and regulations similar to, and in some cases more stringent than, such federal regulations.

- The Federal Anti-Kickback Statute prohibits persons from knowingly and willfully soliciting, offering, receiving or providing remuneration, directly or indirectly, in exchange for or to induce either the referral of an individual, or the furnishing or arranging for a good or service, for which payment may be made under a federal health care program, such as Medicare or Medicaid.
- The Health Insurance Portability and Accountability Act of 1996 ("HIPAA") prohibits knowingly and willfully (1) executing a scheme to defraud any health care benefit program, including private payors, or (2) falsifying, concealing or covering up a material fact or making any materially false, fictitious or fraudulent statement in connection with the delivery of or payment for health care benefits, items or services. In addition, HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, also restricts the use and disclosure of personal health information, mandates the adoption of standards relating to the privacy and security of individually identifiable health information and requires us to report certain breaches of unsecured, individually identifiable health information.

- The False Claims Act imposes liability on any person or entity that, among other things, knowingly presents, or causes to be presented, a false or fraudulent claim for payment by a federal health care program. The qui tam provisions of the False Claims Act allow a private individual to bring actions on behalf of the federal government alleging that the defendant has submitted a false claim to the federal government, and to share in any monetary recovery.

In addition, certain of our products utilize radioactive material, and we are subject to federal, state and local regulations governing the management, storage, handling and disposal of these materials. For a discussion of risks related to our regulation by the FDA and comparable agencies of other countries, and the other regulatory regimes referenced above, please refer to "Item 1A. Risk Factors."

Export/Import Compliance

We are required to comply with various U.S. export/import control and economic sanctions laws, including:

- the International Traffic in Arms Regulations administered by the U.S. Department of State, Directorate of Defense Trade Controls, which, among other things, imposes license requirements on the export from the United States of defense articles and defense services (which are items specifically designed or adapted for a military application and/or listed on the United States Munitions List);
- the Export Administration Regulations administered by the U.S. Department of Commerce, Bureau of Industry and Security, which, among other things, impose licensing requirements on the export or re-export of certain dual-use goods, technology and software (which are items that potentially have both commercial and military applications);
- the regulations administered by the U.S. Department of Treasury, Office of Foreign Assets Control, which implement economic sanctions imposed against designated countries, governments and persons based on United States foreign policy and national security considerations; and
- the import regulatory activities of the U.S. Customs and Border Protection.

Other nations' governments have implemented similar export and import control regulations, which may affect our operations or transactions subject to their jurisdictions. For a discussion of risks related to export/import control and economic sanctions laws, please refer to "Item 1A. Risk Factors."

International Operations

Our products and services are available worldwide, and our principal markets outside the United States are in Europe and Asia. We also have operations around the world, and this geographic diversity allows us to draw on the skills of a worldwide workforce, provides stability to our operations, allows us to drive economies of scale, provides revenue streams that may help offset economic trends that are specific to individual economies and offers us an opportunity to access new markets for products. In addition, we believe that our future growth depends in part on our ability to develop products and sales models that successfully target developing countries. The table below describes annual revenue derived from customers outside the U.S. as a percentage of total annual revenue for each of the last three years, by segment and in the aggregate:

	Year Ended December 31		
Segment	**2011**	**2010**	**2009**
Test & Measurement	52%	49%	50%
Environmental	57%	53%	51%
Life Sciences & Diagnostics	66%	70%	73%
Dental	56%	58%	57%
Industrial Technologies	57%	55%	53%
Businesses contributed to the Apex joint venture	—	22%	20%
Total percentage of revenue derived from customers outside of the United States	58%	55%	53%

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The table below describes long-lived assets located outside the United States as a percentage of total long-lived assets at the end of each of the last three years, by segment and in the aggregate (including assets held for sale):

Segment	Year Ended December 31 2011	2010	2009
Test & Measurement	17%	17%	20%
Environmental	44%	44%	43%
Life Sciences & Diagnostics	31%	85%	89%
Dental	35%	34%	39%
Industrial Technologies	37%	24%	19%
Businesses contributed to the Apex joint venture	—	—	9%
Total percentage of long-lived assets located outside of the United States	31%	38%	38%

For additional information related to revenues and long-lived assets by country, please refer to Note 20 to the Consolidated Financial Statements and for information regarding deferred taxes by geography, please refer to Note 15 to the Consolidated Financial Statements.

The manner in which our products and services are sold outside the United States differs by business and by region. Most of our sales in non-U.S. markets are made by our subsidiaries located outside the United States, though we also sell directly from the U.S. into non-U.S. markets through various representatives and distributors. In countries with low sales volumes, we generally sell through representatives and distributors.

Financial information about our international operations is contained in Note 20 of the Consolidated Financial Statements and information about the possible effects of foreign currency fluctuations on our business is set forth in "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations." For a discussion of risks related to our non-US operations and foreign currency exchange, please refer to "Item 1A. Risk Factors."

Major Customers

No customer accounted for more than 10% of consolidated sales in 2011, 2010 or 2009.

Available Information

We maintain an internet website at www.danaher.com. We make available free of charge on the website our annual reports on Form 10-K, quarterly reports on Form 10-Q and current reports on Form 8-K and amendments to those reports, filed or furnished pursuant to Section 13(a) or 15(d) of the Exchange Act, as soon as reasonably practicable after filing such material with, or furnishing such material to, the SEC. Our Internet site and the information contained on or connected to that site are not incorporated by reference into this Form 10-K.

ITEM 1A. RISK FACTORS

You should carefully consider the risks and uncertainties described below, together with the information included elsewhere in this Annual Report on Form 10-K and other documents we file with the SEC. The risks and uncertainties described below are those that we have identified as material, but are not the only risks and uncertainties facing us. Our business is also subject to general risks and uncertainties that affect many other companies, such as market conditions, geopolitical events, changes in laws or accounting rules, fluctuations in interest rates, terrorism, wars or conflicts, major health concerns, natural disasters or other disruptions of expected economic or business conditions. Additional risks and uncertainties not currently known to us or that we currently believe are immaterial also may impair our business, including our results of operations, liquidity and financial condition.

Deterioration of or instability in the global economy and financial markets may adversely affect our business and financial statements.

Our business is sensitive to changes in general economic conditions, both inside and outside the U.S. During 2011, the global economy showed signs of recovering from the widespread recessionary conditions of 2008 and 2009, which witnessed record levels of unemployment in some countries and extreme volatility in and tightening of the capital and credit markets. However, uncertainty remains as to the overall rate and sustainability of the recovery, particularly in Europe, and we cannot assure you that we will not experience further recessionary conditions and other adverse effects from broad economic trends, or that any improvements will be broad-based and will benefit the markets we serve. The deterioration or instability of the economies and financial markets in the geographies in which we do business could adversely affect the Company and its distributors, customers and suppliers, including having the effect of:

- reducing demand for our products and services, increasing order cancellations and resulting in longer sales cycles and slower adoption of new technologies;
- increasing the difficulty in collecting accounts receivable and the risk of excess and obsolete inventories;
- increasing price competition in our served markets;
- resulting in supply interruptions, which could disrupt our ability to produce our products;
- increasing the risk of impairment of goodwill and other long-lived assets; and
- increasing the risk that counterparties to our contractual arrangements will become insolvent or otherwise unable to fulfill their contractual obligations which, in addition to increasing the risks identified above, could result in preference actions against us**.**

In particular, the European debt crisis and the instability and uncertainty relating to the Euro could constrain government budgets, limit the financing available to our suppliers and customers and adversely affect the economies and capital markets in Europe and other geographies, which could in turn adversely affect demand for our products, the availability of supplies and the value of our Euro-denominated assets and obligations.

Although we have been able to continue accessing the commercial paper markets through the date of this report, there can be no assurances that the commercial paper markets will remain available to us or that the lenders participating in our revolving credit facilities will be able to provide financing in accordance with their contractual obligations.

The restructuring actions that we have taken to reduce costs could have long-term adverse effects on our business.

In 2008, 2009 and 2011, we implemented significant restructuring activities across our businesses to adjust our cost structure. These restructuring activities and our regular ongoing cost reduction activities (including in connection with the integration of acquired businesses) have the effect of reducing our available talent, assets and other resources and could slow improvements in our products and technologies, adversely affect our ability to respond to customers and limit our ability to increase production quickly as demand for our products increases. These circumstances could adversely impact our financial statements.

Our growth could suffer if the markets into which we sell our products decline, do not grow as anticipated or experience cyclicality.

Our growth depends in part on the growth of the markets which we serve, and visibility into our markets is limited (particularly for markets into which we sell through distribution). Our quarterly sales and profits depend substantially on the volume and timing of orders received during the fiscal quarter, which are difficult to forecast. Any decline or lower than expected growth in our served markets could diminish demand for our products and services, which would adversely affect our financial statements. Certain of our businesses operate in industries that may experience periodic, cyclical downturns. In addition, in certain of our businesses product demand depends on customers' capital spending budgets as well as government funding policies, and matters of public policy as well as product and economic cycles can affect the spending decisions of these entities. Our product demand is also sensitive to changes in customer order patterns, which may be affected by announced price changes, changes in incentive programs, new product introductions and customer inventory levels. Any of these factors could adversely affect our growth and results of operations in any given period.

We face intense competition and if we are unable to compete effectively, we may experience decreased demand, decreased market share and price reductions for our products.

Our businesses operate in industries that are intensely competitive and have been subject to increasing consolidation. Because of the diversity of the products and services we sell and the variety of markets we serve, we encounter a wide variety of competitors; please see "Item 1. Business – Competition" for additional details. In order to compete effectively, we must retain longstanding relationships with major customers and continue to grow our business by establishing relationships with new customers, continually developing new products and services to maintain and expand our brand recognition and leadership position in various product and service categories and penetrate new markets, including in developing countries. Our failure to compete effectively and/or pricing pressures resulting from competition may adversely impact our financial statements.

Our growth depends in part on the timely development and commercialization, and customer acceptance, of new products and product enhancements based on technological innovation.

We generally sell our products in industries that are characterized by rapid technological changes, frequent new product introductions and changing industry standards. If we do not develop innovative new products and product enhancements on a timely basis, our products will become obsolete over time and our competitive position and financial statements will suffer. Our success will depend on several factors, including our ability to:

- correctly identify customer needs and preferences and predict future needs and preferences;
- allocate our research and development funding to products with higher growth prospects;
- anticipate and respond to our competitors' development of new products and technological innovations;
- differentiate our offerings from our competitors' offerings and avoid product commoditization;
- innovate and develop new technologies and applications, and acquire or obtain rights to third-party technologies that may have valuable applications in our served markets;
- obtain adequate intellectual property rights;
- successfully commercialize new technologies in a timely manner, price them competitively and manufacture and deliver sufficient volumes of new products of appropriate quality on time; and
- encourage customers to adopt new technologies.

In addition, if we fail to accurately predict future customer needs and preferences or fail to produce viable technologies, we may invest heavily in research and development of products that do not lead to significant revenue, which would adversely affect our profitability. Even if we successfully innovate and develop new products and product enhancements, we may incur substantial costs in doing so, and our profitability may suffer.

Our reputation, ability to do business and financial statements may be impaired by improper conduct by any of our employees, agents or business partners.

We cannot provide assurance that our internal controls and compliance systems will always protect us from acts committed by our employees, agents or business partners that would violate U.S. and/or non-U.S. laws, including the laws governing payments to government officials, bribery, fraud, anti-kickback and false claims rules, competition, export and import compliance, money laundering and data privacy. In particular, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and similar anti-bribery laws in other jurisdictions generally prohibit companies and their intermediaries from making improper payments to government officials for the purpose of obtaining or retaining business, and we operate in many parts of the world that have experienced governmental corruption to some degree. Any such improper actions could subject us to civil or criminal investigations in the U.S. and in other jurisdictions, could lead to substantial civil and criminal, monetary and non-monetary penalties and related shareholder lawsuits, could cause us to incur significant legal fees and could damage our reputation.

Any inability to consummate acquisitions at our historical rate and at appropriate prices could negatively impact our growth rate and stock price.

We may not be able to consummate acquisitions at rates similar to the past, which could adversely impact our growth rate and our stock price. Promising acquisitions are difficult to identify and complete for a number of reasons, including high valuations, competition among prospective buyers, the need to satisfy applicable closing conditions and antitrust and other regulatory approvals and the availability of affordable funding in the capital markets. In addition, competition for acquisitions in our current and anticipated business areas is significant and may result in higher purchase prices. Changes in accounting or regulatory requirements or instability in the credit markets could also adversely impact our ability to consummate acquisitions. Our ability to grow revenues, earnings and cash flow at or above our historic rates depends in part upon our ability to identify and successfully acquire and integrate businesses at appropriate prices and realize anticipated synergies.

Our acquisition of businesses, including our acquisition of Beckman Coulter, could negatively impact our financial statements.

As part of our business strategy we acquire businesses in the ordinary course, some of which may be material; please see "Management's Discussion and Analysis of Financial Condition and Results of Operations" ("MD&A") for additional details. In particular, as of the date of this report the acquisition of Beckman Coulter, Inc. in June 2011 was Danaher's largest acquisition and has expanded Danaher's business into new markets. Our acquisitions involve a number of financial, accounting, managerial, operational, legal and other risks and challenges, including the following, any of which could adversely affect our financial statements:

- Any acquired business, technology, service or product could under-perform relative to our expectations and the price that we paid for it, or not perform in accordance with our anticipated timetable.
- Acquisitions could cause our financial results to differ from our own or the investment community's expectations in any given period, or over the long-term.
- Pre-closing and post-closing acquisition-related earnings charges could adversely impact operating results in any given period, and the impact may be substantially different from period to period.
- Acquisitions could create demands on our management, operational resources and financial and internal control systems that we are unable to effectively address.
- We could experience difficulty in integrating personnel, operations and financial and other systems and retaining key employees and customers.
- We may be unable to achieve cost savings or other synergies anticipated in connection with an acquisition.
- We may assume by acquisition unknown liabilities, known contingent liabilities that become realized, known liabilities that prove greater than anticipated, internal control deficiencies or exposure to regulatory sanctions resulting from the acquired company's activities. The realization of any of these liabilities or deficiencies may increase our expenses, adversely affect our financial position or cause us to fail to meet our public financial reporting obligations.
- In connection with acquisitions, we often enter into post-closing financial arrangements such as purchase price adjustments, earn-out obligations and indemnification obligations, which may have unpredictable financial results.
- As a result of our acquisitions, we have recorded significant goodwill and other indefinite lived intangible assets on our balance sheet. If we are not able to realize the value of these assets, we may be required to incur charges relating to the impairment of these assets.

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

Certain of the acquisition agreements by which we have acquired companies require the former owners to indemnify us against certain liabilities related to the operation of the company before we acquired it. In most of these agreements, however, the liability of the former owners is limited and certain former owners may be unable to meet their indemnification responsibilities. We cannot assure you that these indemnification provisions will protect us fully or at all, and as a result we may face unexpected liabilities that adversely affect our financial statements.

Divestitures could negatively impact our business, and contingent liabilities from businesses that we have sold could adversely affect our financial statements.

We continually assess the strategic fit of our existing businesses and may divest businesses that are deemed not to fit with our strategic plan or are not achieving the desired return on investment. Divestitures pose risks and challenges that could negatively impact our business. For example, when we decide to sell a business or assets, we may be unable to do so on satisfactory terms and within our anticipated timeframe, and even after reaching a definitive agreement to sell a business the sale is typically subject to satisfaction of pre-closing conditions which may not become satisfied. In addition, divestitures may dilute the Company's earnings per share, have other adverse accounting impacts and distract management, and disputes may arise with buyers. In addition, we have retained responsibility for and/or have agreed to indemnify buyers against some known and unknown contingent liabilities related to a number of businesses we have sold, such as lawsuits, tax liabilities, product liability claims and environmental matters. The resolution of these contingencies has not had a material effect on our financial statements but we cannot be certain that this favorable pattern will continue.

Certain of our businesses are subject to extensive regulation by the FDA and by comparable agencies of other countries, as well as laws regulating fraud and abuse in the healthcare industry and the privacy and security of health information. Failure to comply with those regulations could adversely affect our reputation and financial statements.

Certain of our products are medical devices and other products that are subject to regulation by the FDA, by comparable agencies of other countries and by regulations governing radioactive or other hazardous materials (or the manufacture and sale of products containing such materials). For more information regarding these regulations please see "Item 1 – Business – Regulatory Matters." We cannot guarantee that we will be able to obtain regulatory clearance (such as 510(k) clearance) for our new products or modifications to existing products within the anticipated timeframe or at all, and if we do obtain such clearance it may be time-consuming, costly and restrictive. Our ability to obtain such regulatory clearances will depend on many factors, including our ability to obtain the necessary clinical trial results, and the process for obtaining such clearances could change over time and may require the withdrawal of products from the market until such clearances are obtained. Failure to obtain such regulatory clearances before marketing our products, other violations of these regulations, efficacy or safety concerns or trends of adverse events with respect to our products (even after obtaining clearance for distribution) and unfavorable or inconsistent clinical data from existing or future clinical trials can lead to FDA Form 483 Inspectional Observations, warning letters, notices to customers, declining sales, loss of customers, loss of market share, recalls, seizures of adulterated or misbranded products, injunctions, administrative detentions, refusals to permit importations, partial or total shutdown of production facilities or the implementation of operating restrictions, suspension or withdrawal of approvals and pre-market notification rescissions.

As Beckman Coulter previously reported in its filings with the Securities and Exchange Commission as a stand-alone company, the business is addressing issues raised by the FDA relating to its compliance and quality systems and product clearances for certain of its assays. These matters have been the subject of Form 483 Inspectional Observations and warning letters issued by the FDA to certain of the business' facilities. Although the obtaining of regulatory clearances and other resolutions with respect to these matters depends upon many factors and the timing thereof cannot be predicted with certainty, the business is working diligently to address these issues. We are also subject to various laws regulating (1) fraud and abuse in the healthcare industry, and (2) the privacy and security of health information, including the federal regulations described in "Item 1 – Business – Regulatory Matters." Many states and foreign countries have also adopted laws and regulations similar to, and in some cases more stringent than, such federal regulations. For more information regarding these regulations please see "Item 1 – Business – Regulatory Matters."

Failure to comply with the regulations described above could result in the adverse effects referenced below under "Our businesses are subject to extensive regulation; failure to comply with those regulations could adversely affect our financial statements and reputation." Compliance with these and other regulations may also require us to incur significant expenses.

The healthcare industry and related industries that we serve have undergone, and are in the process of undergoing, significant changes in an effort to reduce costs, which could adversely affect our financial statements.

The healthcare industry and related industries that we serve have undergone, and are in the process of undergoing, significant changes in an effort to reduce costs, including the following:

- Many of our customers, and the end-users to whom our customers supply products, rely on government funding of and reimbursement for healthcare products and services and research activities. The recently enacted Patient Protection and Affordable Care Act, as amended by the Health Care and Education Affordability Reconciliation Act (collectively, the "PPACA"), healthcare austerity measures in Europe and other potential healthcare reform changes and government austerity measures may reduce the amount of government funding or reimbursement available to customers or end-users of our products and services. Global economic uncertainty or deterioration can also adversely impact government funding and reimbursement.
- Beginning in 2013, the PPACA will also impose a 2.3% excise tax on any entity that manufactures or imports medical devices offered for sale in the United States as well as new reporting and disclosure requirements on medical device manufacturers.
- Governmental and private healthcare providers and payors around the world are increasingly utilizing managed care for the delivery of healthcare services, forming group purchasing organizations to improve their purchasing leverage and using competitive bid processes to procure healthcare products and services.

These changes may cause participants in the healthcare industry and related industries that we serve to purchase fewer of our products and services, reduce the prices they are willing to pay for our products or services, reduce the amounts of reimbursement and funding available for our products services from governmental agencies or third-party payors, reduce the volume of medical procedures that use our products and services, increase our tax liabilities and increase our compliance and other costs. In addition, we may be unable to enter into contracts with group purchasing organizations and integrated health networks on terms acceptable to us, and even if we do enter into such contracts they may be on terms that negatively affect our current or future profitability. All of the factors described above could adversely affect our financial statements.

Our operations, products and services expose us to the risk of environmental, health and safety liabilities, costs and violations that could adversely affect our financial statements and reputation.

Our operations, products and services are subject to environmental laws and regulations, which impose limitations on the discharge of pollutants into the environment and establish standards for the use, generation, treatment, storage and disposal of hazardous and non-hazardous wastes. We must also comply with various health and safety regulations in the U.S. and abroad in connection with our operations. We cannot assure you that our environmental, health and safety compliance program has been or will at all times be effective. Failure to comply with any of these laws could result in civil and criminal, monetary and non-monetary penalties and damage to our reputation. In addition, we cannot provide assurance that our costs of complying with current or future environmental protection and health and safety laws will not exceed our estimates or adversely affect our financial statements.

In addition, we may incur costs related to remedial efforts or alleged environmental damage associated with past or current waste disposal practices or other hazardous materials handling practices. We are also from time to time party to personal injury or other claims brought by private parties alleging injury due to the presence of or exposure to hazardous substances. We may also become subject to additional remedial, compliance or personal injury costs due to future events such as changes in existing laws or regulations, changes in agency direction or enforcement policies, developments in remediation technologies, changes in the conduct of our operations and changes in accounting rules. For additional information regarding these risks, please refer to "Item 1. Business – Regulatory Matters." We cannot assure you that our liabilities arising from past or future releases of, or exposures to, hazardous substances will not exceed our estimates or adversely affect our financial statements and reputation or that we will not be subject to additional claims for personal injury or cleanup in the future based on our past, present or future business activities. However, based on the information we currently have we do not believe that it is reasonably possible that any amounts we may be required to pay in connection with environmental matters in excess of our reserves as of December 31, 2011 will have a material effect on our financial statements.

Our businesses are subject to extensive regulation; failure to comply with those regulations could adversely affect our financial statements and reputation.

In addition to the anticorruption, environmental, health, safety and FDA-related regulations noted above, our businesses are subject to extensive regulation by U.S. and non-U.S. governmental and self-regulatory entities at the federal, state and local levels, including the following:

- We are required to comply with various import laws and export control and economic sanctions laws, which may affect our transactions with certain customers, business partners and other persons and dealings between our employees and subsidiaries. In certain circumstances, export control and economic sanctions regulations may prohibit the export of certain products, services and technologies. In other circumstances, we may be required to obtain an export license before exporting the controlled item. Compliance with the various import laws that apply to our businesses can restrict our access to, and increase the cost of obtaining, certain products and at times can interrupt our supply of imported inventory.
- We also have agreements to sell products and services to government entities and are subject to various statutes and regulations that apply to companies doing business with the government. The laws governing government contracts differ from the laws governing private contracts. For example, many government contracts contain pricing and other terms and conditions that are not applicable to private contracts. Our agreements with government entities may be subject to termination, reduction or modification at the convenience of the government or in the event of changes in government requirements, reductions in federal spending and other factors, and we may underestimate our costs of performing under the contract. Government contracts that have been awarded to us following a bid process could become the subject of a bid protest by a losing bidder, which could result in loss of the contract. We are also subject to investigation and audit for compliance with the requirements governing government contracts.

These are not the only regulations that our businesses must comply with. Failure to comply with these or any other regulations could result in civil and criminal, monetary and non-monetary penalties, disruptions to our business, limitations on our ability to manufacture, import, export and sell products and services, disbarment from selling to certain federal agencies, damage to our reputation and loss of customers and could cause us to incur significant legal fees. Compliance with these and other regulations may also require us to incur significant expenses. Our products and operations are also often subject to the rules of industrial standards bodies such as the ISO, and failure to comply with these rules could result in withdrawal of certifications needed to sell our products and services and otherwise adversely impact our financial statements. For additional information regarding these risks, please refer to "Item 1. Business – Regulatory Matters."

We may be required to recognize impairment charges for our goodwill and other indefinite lived intangible assets.

At December 31, 2011, the net carrying value of our goodwill and other indefinite lived intangible assets totaled approximately $17.1 billion. In accordance with generally accepted accounting principles, we periodically assess these assets to determine if they are impaired. Significant negative industry or economic trends, disruptions to our business, inability to effectively integrate acquired businesses, unexpected significant changes or planned changes in use of the assets, divestitures and market capitalization declines may impair our goodwill and other indefinite lived intangible assets. Any charges relating to such impairments would adversely affect our results of operations in the periods recognized.

Foreign currency exchange rates may adversely affect our financial statements.

Sales and purchases in currencies other than the U.S. dollar expose us to fluctuations in foreign currencies relative to the U.S. dollar and may adversely affect our financial statements. Increased strength of the U.S. dollar will increase the effective price of our products sold in U.S. dollars into other countries, which may require us to lower our prices or adversely affect sales to the extent we do not increase local currency prices. Decreased strength of the U.S. dollar could adversely affect the cost of materials, products and services purchased overseas. Our sales and expenses are also translated into U.S. dollars for reporting purposes and the strengthening or weakening of the U.S. dollar could result in unfavorable translation effects. In addition, certain of our businesses may invoice customers in a currency other than the business' functional currency, and movements in the invoiced currency relative to the functional currency could also result in unfavorable translation effects.

Changes in our tax rates or exposure to additional income tax liabilities could affect our profitability. In addition, audits by tax authorities could result in additional tax payments for prior periods.

We are subject to income taxes in the U.S. and in various non-U.S. jurisdictions. Please see the MD&A for a discussion of the factors that may adversely affect our effective tax rate and decrease our profitability in any period. The impact of these factors may be substantially different from period to period. In addition, the amount of income taxes we pay is subject to ongoing audits by U.S. federal, state and local tax authorities and by non-U.S. tax authorities. Due to the potential for changes to tax law and the ambiguity of tax laws, the subjectivity of factual interpretations and other factors, our estimates of income tax liabilities may differ from actual payments or assessments. If these audits result in payments or assessments different from our reserves, our future results may include unfavorable adjustments to our tax liabilities. Intercompany transactions associated with the sale of inventory, services and intellectual property are complex and can also affect our tax liabilities.

We are subject to a variety of litigation and similar proceedings in the course of our business that could adversely affect our financial statements.

We are subject to a variety of litigation and similar proceedings incidental to our business (or the business operations of previously owned entities), including claims for damages arising out of the use of products or services and claims relating to intellectual property matters, employment matters, tax matters, commercial disputes, competition and sales and trading practices, environmental matters, personal injury, insurance coverage and acquisition or divestiture-related matters. These lawsuits may include claims for compensatory damages, punitive and consequential damages and/or injunctive relief. The defense of these lawsuits may divert our management's attention, we may incur significant expenses in defending these lawsuits, and we may be required to pay damage awards or settlements or become subject to equitable remedies that could adversely affect our financial statements. Moreover, any insurance or indemnification rights that we may have may be insufficient or unavailable to protect us against such losses. In addition, developments in legal proceedings in any given period may require us to adjust the loss contingency estimates that we have recorded in our financial statements, make estimates for liabilities or assets previously not susceptible of reasonable estimates or pay cash settlements or judgments. Any of these developments could adversely affect our financial statements in any particular period. We cannot assure you that our liabilities in connection with litigation and similar proceedings will not exceed our estimates or adversely affect our financial statements and reputation. However, based on the information we currently have we do not believe that it is reasonably possible that any amounts we may be required to pay in connection with litigation and similar proceedings in excess of our reserves as of December 31, 2011 will have a material effect on our financial statements.

If we do not or cannot adequately protect our intellectual property, or if third parties infringe our intellectual property rights, we may suffer competitive injury or expend significant resources enforcing our rights.

We own numerous patents, trademarks, copyrights, trade secrets and other intellectual property and licenses to intellectual property owned by others, which in aggregate are important to our business. The intellectual property rights that we obtain, however, may not be sufficiently broad or otherwise may not provide us a significant competitive advantage, and patents may not be issued for pending or future patent applications owned by or licensed to us. In addition, the steps that we and our licensors have taken to maintain and protect our intellectual property may not prevent it from being challenged, invalidated, circumvented or designed-around, particularly in countries where intellectual property rights are not highly developed or protected. In some circumstances, enforcement may not be available to us because an infringer has a dominant intellectual property position or for other business reasons. Our failure to obtain or maintain intellectual property rights that convey competitive advantage, adequately protect our intellectual property or detect or prevent circumvention or unauthorized use of such property and the cost of enforcing our intellectual property rights could adversely impact our competitive position and financial statements.

We also rely on nondisclosure and noncompetition agreements with employees, consultants and other parties to protect, in part, trade secrets and other proprietary rights. There can be no assurance that these agreements will adequately protect our trade secrets and other proprietary rights and will not be breached, that we will have adequate remedies for any breach, that others will not independently develop substantially equivalent proprietary information or that third parties will not otherwise gain access to our trade secrets or other proprietary rights.

Third parties may claim that we are infringing or misappropriating their intellectual property rights and we could suffer significant litigation expenses, losses or licensing expenses or be prevented from selling products or services.

From time to time, we receive notices from third parties regarding intellectual property infringement or misappropriation. Any dispute or litigation regarding intellectual property could be costly and time-consuming due to the complexity of many of our technologies and the uncertainty of intellectual property litigation. Our intellectual property portfolio may not be useful in asserting a counterclaim, or negotiating a license, in response to a claim of infringement or misappropriation. In addition, as a result of such claims of infringement or misappropriation, we could lose our rights to critical technology, be unable to license critical technology or sell critical products and services, be required to pay substantial damages or license fees with respect to the infringed rights or be required to redesign our products at substantial cost, any of which could adversely impact our competitive position and financial statements. Even if we successfully defend against claims of infringement or misappropriation, we may incur significant costs and diversion of management attention and resources, which could adversely affect our financial statements.

Product defects and unanticipated use or inadequate disclosure with respect to our products could adversely affect our business, reputation and financial statements.

Manufacturing or design defects in (including in products or components that we source from third parties), unanticipated use of, or inadequate disclosure of risks relating to the use of products that we make or sell can lead to personal injury, death or property damage. These events could lead to recalls or safety alerts relating to our products, result in the removal of a product from the market and result in product liability claims being brought against us. Recalls, removals and product liability claims can result in significant costs, as well as negative publicity and damage to our reputation that could reduce demand for our products.

Our indebtedness may limit our operations and our use of our cash flow, and any failure to comply with the covenants that apply to our indebtedness could adversely affect our liquidity and financial condition.

As of December 31, 2011, we had approximately $5.3 billion in outstanding indebtedness. In addition, based on the availability under our credit facilities as of December 31, 2011, we had the ability to incur an additional $1.5 billion of indebtedness in direct borrowings or under our outstanding commercial paper facilities. Our debt level and related debt service obligations can have negative consequences, including (1) requiring us to dedicate significant cash flow from operations to the payment of principal and interest on our debt, which reduces the funds we have available for other purposes such as acquisitions and capital investment; (2) reducing our flexibility in planning for or reacting to changes in our business and market conditions; and (3) exposing us to interest rate risk since a portion of our debt obligations are at variable rates. We may incur significantly more debt in the future, particularly to finance acquisitions.

Our current revolving credit facility and long-term debt obligations also impose certain restrictions on us; for more information please refer to the MD&A. If we breach any of these restrictions and do not obtain a waiver from the lenders, subject to applicable cure periods the outstanding indebtedness (and any other indebtedness with cross-default provisions) could be declared immediately due and payable, which would adversely affect our liquidity and financial condition. In addition, any failure to maintain the credit ratings assigned to us by independent rating agencies would adversely affect our cost of funds and could adversely affect our liquidity and access to the capital markets. If we add new debt, the risks described above could increase.

Adverse changes in our relationships with, or the financial condition, performance or purchasing patterns of, key distributors and other channel partners could adversely affect our financial statements.

Certain of our businesses sell a significant amount of their products to key distributors and other channel partners that have valuable relationships with customers and end-users. Some of these distributors and other partners also sell our competitors' products, and if they favor our competitors' products for any reason they may fail to market our products effectively. Adverse changes in our relationships with these distributors and other partners, or adverse developments in their financial condition, performance or purchasing patterns, could adversely affect our financial statements**.** Changes in the levels of inventory maintained by our distributors and other channel partners can also significantly impact our results of operations in any given period. In addition, the consolidation of distributors in certain of our served industries, as well as the formation of large and sophisticated purchasing groups in industries such as healthcare, could adversely impact our profitability.

We may incur higher costs to produce our products if commodity prices rise.

As discussed in "Item 1. Business – Materials," our manufacturing and other operations employ a wide variety of raw materials. Prices for and availability of these raw materials have fluctuated significantly in the past. Due to the highly competitive nature of the industries that we serve, the cost-containment efforts of our customers and the terms of certain contracts we are party to, if commodity prices rise we may be unable to pass along cost increases through higher prices. If we are unable to fully recover higher raw material costs through price increases or offset these increases through cost reductions, or if there is a time delay between the increase in costs and our ability to recover or offset these costs, we could experience lower margins and profitability and our financial statements could be adversely affected.

If we cannot adjust the purchases required for our manufacturing activities to reflect changing market conditions or customer demand, our profitability may suffer. In addition, our reliance upon sole sources of supply for certain materials and components could cause production interruptions, delays and inefficiencies.

We purchase materials, components and equipment from third parties for use in our manufacturing operations. Our income could be adversely impacted if we are unable to adjust our purchases to reflect changes in customer demand and market fluctuations, including those caused by seasonality or cyclicality. During a market upturn, suppliers may extend lead times, limit supplies or increase prices. If we cannot purchase sufficient products at competitive prices and quality and on a timely enough basis to meet increasing demand, we may not be able to satisfy market demand, product shipments may be delayed or our costs may increase. Conversely, in order to secure supplies for the production of products, we sometimes enter into non-cancelable purchase commitments with vendors, which could impact our ability to adjust our inventory to reflect declining market demands. If demand for our products is less than we expect, we may experience additional excess and obsolete inventories and be forced to incur additional charges and our profitability may suffer.

In addition, some of our businesses purchase certain requirements from sole or limited source suppliers for reasons of quality assurance, cost effectiveness, availability or uniqueness of design. If these or other suppliers encounter financial, operating or other difficulties or if our relationship with them changes, we might not be able to quickly establish or qualify replacement sources of supply. The supply chains for our businesses could also be disrupted by supplier capacity constraints, decreased availability of key raw materials or commodities and external events such as natural disasters, pandemic health issues, terrorist actions, governmental actions and legislative or regulatory changes. Any of these factors could result in production interruptions, delays, extended lead times and inefficiencies.

If we cannot adjust our manufacturing capacity to reflect the demand for our products, our profitability may suffer.

Because we cannot always immediately adapt our production capacity and related cost structures to changing market conditions, our manufacturing capacity may at times exceed or fall short of our production requirements. Any or all of these problems could result in the loss of customers, provide an opportunity for competing products to gain market acceptance and otherwise adversely affect our profitability.

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Changes in governmental regulations may reduce demand for our products or increase our expenses.

We compete in markets in which we or our customers must comply with federal, state, local and foreign regulations, such as regulations governing health and safety, the environment, food and drugs, privacy and electronic communications. We develop, configure and market our products to meet customer needs created by these regulations. These regulations are complex, change frequently and have tended to become more stringent over time. Any significant change in any of these regulations could reduce demand for our products or increase our costs of producing these products. In addition, in certain of our markets our growth depends in part upon the introduction of new regulations. In these markets, the delay or failure of governmental and other entities to adopt or enforce new regulations, or the adoption of new regulations which our products and services are not positioned to address, could adversely affect demand for our products. In addition, the manner in which regulations and related regulatory deadlines impact demand for our products may be substantially different from period to period.

Work stoppages, union and works council campaigns, labor disputes and other matters associated with our labor force could adversely impact our productivity and results of operations.

We have a number of U.S. collective bargaining units and various non-U.S. collective labor arrangements. We are subject to potential work stoppages, union and works council campaigns and potential labor disputes, any of which could adversely impact our productivity and results of operations.

International economic, political, legal and business factors could negatively affect our financial statements.

In 2011, approximately 58% of our sales were derived from customers outside the U.S. In addition, many of our manufacturing operations, suppliers and employees are located outside the U.S. Since our growth strategy depends in part on our ability to further penetrate markets outside the U.S. and increase the localization of our products and services, we expect to continue to increase our sales and presence outside the U.S., particularly in emerging markets, such as China, India and Brazil. Our international business (and particularly our business in emerging markets) is subject to risks that are customarily encountered in non-U.S. operations, including:

- interruption in the transportation of materials to us and finished goods to our customers;
- differences in terms of sale, including payment terms;
- local product preferences and product requirements;
- changes in a country's or region's political or economic conditions (including safety and health issues);
- trade protection measures and import or export restrictions and requirements;
- unexpected changes in laws or regulatory requirements, including negative changes in tax laws;
- limitations on ownership and on repatriation of earnings and cash;
- the potential for nationalization of enterprises;
- limitations on legal rights and our ability to enforce such rights;
- difficulty in staffing and managing widespread operations;
- differing labor regulations;
- difficulties in implementing restructuring actions on a timely or comprehensive basis; and
- differing protection of intellectual property.

Any of these risks could negatively affect our financial statements and growth.

If we suffer loss to our facilities, distribution systems or information technology systems due to catastrophe, attacks or other events, our operations could be seriously harmed.

Our facilities, distribution systems and information technology systems are subject to catastrophic loss due to fire, flood, earthquake, terrorism or other natural or man-made disasters. In addition, attacks on our information technology systems and networks could result in the compromising of confidential information, manipulation or destruction of data or improper use of our systems and networks. If any of these facilities, systems or networks were to experience a catastrophic loss or attack, it could disrupt our operations, delay production and shipments, result in defective products or services, damage customer relationships and our reputation and result in legal exposure and large repair or replacement expenses. The third-party insurance coverage that we maintain with respect to these and other risks will vary from time to time in both type and amount depending on cost, availability and our decisions regarding risk retention, and may be insufficient or unavailable to protect us against losses.

Our defined benefit pension plans are subject to financial market risks that could adversely affect our financial statements.

The performance of the financial markets and interest rates impact our defined benefit pension plan expenses and funding obligations. Significant changes in market interest rates, decreases in the fair value of plan assets, investment losses on plan assets and changes in discount rates may increase our funding obligations and adversely impact our financial statements.

We own a 50% interest in but do not control the Apex Tool Group joint venture, and as a result we may not be able to direct management of the joint venture in a manner that we believe is in Danaher's best interests.

In 2010, Danaher and Cooper Industries plc formed a joint venture named Apex Tool Group LLC. Each company contributed its respective tools business to, and received a 50% interest in, the joint venture. Our joint venture partner may at any time have economic, business or legal interests or goals that are inconsistent with our goals or the goals of the joint venture. Since we do not control the joint venture, we may not be able to direct the management and operations of the joint venture in the manner that we believe is most appropriate. In addition, the joint venture agreement gives each party veto rights with respect to certain fundamental corporate actions, and as a result we cannot assure you that we could effect certain fundamental corporate actions that we believe would be in Danaher's best interests. Any of these circumstances and any conflict that may arise between the parties could adversely impact our financial statements.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None

ITEM 2. PROPERTIES

Our corporate headquarters are located in Washington, D.C. in a facility that we lease. At December 31, 2011, we had approximately 241 significant manufacturing and distribution facilities worldwide. 123 of these facilities are located in the United States in over 40 states and 118 are located outside the United States in over 50 other countries, primarily in Europe and to a lesser extent in Asia, the rest of North America, Latin America and Australia. These facilities cover approximately 22.8 million square feet, of which approximately 13.4 million square feet are owned and approximately 9.4 million square feet are leased. Particularly outside the United States, facilities often serve more than one business segment and may be used for multiple purposes, such as administration, sales, manufacturing, warehousing and/or distribution. The number of significant facilities by business segment is:

- Test & Measurement, 39;
- Environmental, 41;
- Life Sciences & Diagnostics, 79;
- Dental, 23; and
- Industrial Technologies, 59.

We consider our facilities suitable and adequate for the purposes for which they are used and do not anticipate difficulty in renewing existing leases as they expire or in finding alternative facilities. We believe our properties and equipment have been well-maintained. Please refer to Note 13 in the Consolidated Financial Statements included in this Annual Report for additional information with respect to our lease commitments.

ITEM 3. LEGAL PROCEEDINGS

None

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable

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EXECUTIVE OFFICERS OF THE REGISTRANT

Set forth below are the names, ages, positions and experience of our executive officers as of February 10, 2012. All of our executive officers hold office at the pleasure of our Board of Directors.

Name	Age	Position	Officer Since
Steven M. Rales	60	Chairman of the Board	1984
Mitchell P. Rales	55	Chairman of the Executive Committee	1984
H. Lawrence Culp, Jr.	48	Chief Executive Officer and President	1995
Daniel L. Comas	48	Executive Vice President and Chief Financial Officer	1996
William K. Daniel II	47	Executive Vice President	2006
Thomas P. Joyce, Jr.	51	Executive Vice President	2002
James A. Lico	46	Executive Vice President	2002
James H. Ditkoff	65	Senior Vice President- Finance and Tax	1991
Jonathan P. Graham	51	Senior Vice President – General Counsel	2006
Robert S. Lutz	54	Senior Vice President – Chief Accounting Officer	2002
Daniel A. Raskas	45	Senior Vice President – Corporate Development	2004

Steven M. Rales is a co-founder of Danaher and has served on Danaher's Board of Directors since 1983, serving as Danaher's Chairman of the Board since 1984. He was also CEO of the Company from 1984 to 1990. In addition, for more than the past five years he has been a principal in private business entities in the areas of manufacturing and film production. Mr. Rales is a brother of Mitchell P. Rales.

Mitchell P. Rales is a co-founder of Danaher and has served on Danaher's Board of Directors since 1983, serving as Chairman of the Executive Committee of Danaher since 1984. He was also President of the Company from 1984 to 1990. In addition, for more than the past five years he has been a principal in private and public business entities in the manufacturing area. Mr. Rales is also a member of the board of directors of Colfax Corporation, and is a brother of Steven M. Rales.

H. Lawrence Culp, Jr. has served on Danaher's Board of Directors and as Danaher's President and Chief Executive Officer since May 2001. He is also a member of the board of directors of GlaxoSmithKline plc.

Daniel L. Comas has served as Executive Vice President and Chief Financial Officer since 2005.

William K. Daniel II served as Vice President and Group Executive from 2006 until July 2008 and has served as Executive Vice President since July 2008.

Thomas P. Joyce, Jr. has served as Executive Vice President since 2006.

James A. Lico has served as Executive Vice President since 2005.

James H. Ditkoff has served as Senior Vice President-Finance and Tax since 2002.

Jonathan P. Graham has served as Senior Vice President-General Counsel since 2006.

Robert S. Lutz served as Vice President – Chief Accounting Officer from March 2003 to February 2010 and has served as Senior Vice President – Chief Accounting Officer since February 2010.

Daniel A. Raskas joined Danaher as Vice President – Corporate Development in November 2004 and has served as Senior Vice President – Corporate Development since February 2010.

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PART II

ITEM 5. MARKET FOR THE REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Our common stock is traded on the New York Stock Exchange under the symbol DHR. As of February 13, 2012, there were approximately 3,616 holders of record of our common stock. The high and low common stock prices per share as reported on the New York Stock Exchange, and the dividends paid per share, in each case for the periods described below, were as follows:

	2011			2010		
	High	Low	Dividends Per Share	High	Low	Dividends Per Share
First quarter	$ 52.52	$ 45.99	$ 0.020	$ 40.38	$ 35.01	$ 0.020
Second quarter	$ 55.72	$ 51.11	$ 0.020	$ 43.65	$ 36.22	$ 0.020
Third quarter	$ 55.02	$ 40.52	$ 0.025	$ 41.43	$ 35.71	$ 0.020
Fourth quarter	$ 50.86	$ 40.42	$ 0.025	$ 47.35	$ 39.70	$ 0.020

Our payment of dividends in the future will be determined by our Board of Directors and will depend on business conditions, our earnings and other factors. During the third quarter of 2011, the Company increased its regular quarterly dividend from $0.020 per share to $0.025 per share by declaring a dividend of $0.025 per share that was paid on October 28, 2011 to holders of record as of September 30, 2011.

Issuer Purchases of Equity Securities

Neither the Company nor any "affiliated purchaser" repurchased any shares of Company common stock during 2011. On May 11, 2010, the Company's Board of Directors authorized the repurchase of up to 20 million shares of the Company's common stock from time to time on the open market or in privately negotiated transactions. There is no expiration date for the Company's repurchase program. The timing and amount of any shares repurchased will be determined by the Company's management based on its evaluation of market conditions and other factors. The repurchase program may be suspended or discontinued at any time. Any repurchased shares will be available for use in connection with the Company's equity compensation plans (or any successor plans) and for other corporate purposes. As of December 31, 2011, 20 million shares remain available for repurchase pursuant to this program.

Recent Issuances of Unregistered Securities

During the fourth quarter of 2011, holders of certain of the Company's Liquid Yield Option Notes due 2021 ("LYONs") converted such LYONs into an aggregate of 9,154 shares of Danaher common stock, par value $0.01 per share. In each case, the shares of common stock were issued solely to existing security holders upon conversion of the LYONs pursuant to the exemption from registration provided under Section 3(a)(9) of the Securities Act of 1933, as amended.

Stock Split

On May 11, 2010, the Company's Board of Directors approved a two-for-one stock split (effected in the form of a dividend by issuing one additional share of common stock for each issued share of common stock) which was paid on June 10, 2010 to stockholders of record at the close of business on May 25, 2010. All prior period share and per share amounts set forth in this report, including earnings per share, dividends per share and the weighted average number of shares outstanding for basic and diluted earnings per share for each respective period, have been adjusted to reflect the stock split.

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ITEM 6. SELECTED FINANCIAL DATA
(in thousands, except per share information)

	2011	2010	2009	2008	2007
Sales	$ 16,090,540	$ 12,550,033	$ 10,516,681	$ 11,980,633	$ 10,358,275
Operating profit	2,617,226	2,049,620	1,439,682	1,758,058	1,635,786
Net earnings from continuing operations	1,935,287	1,718,183(b)	1,087,044	1,248,228	1,146,439
Earnings from discontinued operations, net of income taxes	236,977(a)	74,817	64,660	69,403	223,465(c)
Net earnings	2,172,264(a)	1,793,000(b)	1,151,704	1,317,631	1,369,904(c)
Net earnings per share from continuing operations:					
Basic	$ 2.86	$ 2.63(b)	$ 1.69	$ 1.95	$ 1.84
Diluted	2.77	2.53(b)	1.63	1.87	1.75
Net earnings per share from discontinued operations:					
Basic	0.35(a)	$ 0.11	$ 0.10	$ 0.11	$ 0.36(c)
Diluted	0.34(a)	0.11	0.10	0.10	0.34(c)
Net earnings per share:					
Basic	$ 3.21(a)	$ 2.74(b)	1.80*	$ 2.06	$ 2.20(c)
Diluted	3.11(a)	2.64(b)	1.73	1.98*	2.09(c)
Dividends per share	$ 0.09	$ 0.08	$ 0.06	$ 0.06	$ 0.05
Total assets	$ 29,949,447	$ 22,217,130	$ 19,595,420	$ 17,490,128	$ 17,471,935
Total debt	$ 5,305,192	$ 2,824,668	$ 2,933,209	$ 2,619,329	$ 3,726,244

(a) Includes $328 million ($202 million after-tax or $0.29 per diluted share) gain on sale of the Company's Pacific Scientific Aerospace business. Refer to Note 3 of the Notes to the Consolidated Financial Statements for additional information.

(b) Includes $291 million ($232 million after-tax or $0.34 per diluted share) gain on contribution of certain of the Company's hand tools businesses to the Apex Tool Group, LLC ("Apex") joint venture. Refer to Note 4 of the Notes to the Consolidated Financial Statements for additional information.

(c) Includes $211 million ($150 million after-tax or $0.23 per diluted share) gain on the sale of the Company's power quality business.

* Net earnings per share amounts do not add due to rounding.

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

Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A") is designed to provide a reader of Danaher's financial statements with a narrative from the perspective of Company management. The Company's MD&A is divided into four main sections:

- Overview
- Results of Operations
- Liquidity and Capital Resources
- Critical Accounting Estimates

OVERVIEW

General

Please see "Item 1. Business – General" for a discussion of Danaher's objectives and methodologies for delivering shareholder value. Danaher is a multinational corporation with global operations. During 2011, approximately 58% of Danaher's sales were derived from customers outside the United States. As a global business, Danaher's operations are affected by worldwide, regional and industry-specific economic and political factors. Danaher's geographic and industry diversity, as well as the diversity of its products and services, typically helps limit the impact of any one industry or the economy of any single country on the consolidated operating results. Given the broad range of products manufactured, services provided and geographies served, management does not use any indices other than general economic trends to predict the overall outlook for the Company. The Company's individual businesses monitor key competitors and customers, including to the extent possible their sales, to gauge relative performance and the outlook for the future.

As a result of the Company's geographic and industry diversity, the Company faces a variety of challenges and opportunities, including rapid technological development in most of the Company's served markets, the expansion of opportunities in emerging markets, trends toward increased utilization of the global labor force and consolidation of the Company's competitors. The Company operates in a highly competitive business environment in most markets, and the Company's long-term growth and profitability will depend in particular on its ability to expand its business in high-growth geographies and high-growth product segments, identify, consummate and integrate appropriate acquisitions, develop innovative new products and services with higher gross profit margins, expand and improve the effectiveness of the Company's sales force and continue to reduce costs and improve operating efficiency and quality. The Company is making significant investments, organically and through acquisitions, to address the rapid pace of technological change in its served markets and to globalize its manufacturing, research and development and customer-facing resources (particularly in emerging markets such as China, India and Brazil) in order to be responsive to the Company's customers throughout the world and improve the efficiency of the Company's operations.

Business Performance and Outlook

While differences exist among the Company's businesses, on an overall basis, demand for the Company's products and services increased in 2011 as compared to 2010 resulting in aggregate year-over-year sales growth. In addition, the Company's previous investment in sales growth initiatives and the other business-specific factors discussed below contributed to year-over-year sales growth. Geographically, year-over-year sales growth rates during 2011 were led primarily by China and other emerging markets. Sales growth rates in developed markets were led by North America. Providing no significant deterioration in general economic conditions occurs, the Company expects sales from existing businesses to continue to grow on a year-over-year basis during 2012 but at a moderating rate from that experienced during 2011, particularly in the Industrial Technologies segment, and to a lesser extent, the Test & Measurement segment.

The acquisition of Beckman Coulter, Inc. ("Beckman Coulter") as discussed below provides additional sales and earnings growth opportunities for the Company's Life Sciences and Diagnostics segment by expanding the businesses' geographic and product line diversity, including new and complementary product and service offerings in the areas of clinical diagnostics and life sciences research, and through the potential acquisition of complementary businesses. As Beckman Coulter is integrated into the Company, the Company also expects to realize significant cost synergies through the application of the Danaher Business System and the combined purchasing power of the Company and Beckman Coulter. For a discussion of the acquisition's impact on the Company and segment results, please refer to the "Results of Operations" section of this MD&A.

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Acquisitions and Divestitures

On June 30, 2011, following the successful completion of the Company's tender offer for all of the outstanding shares of common stock of Beckman Coulter, the Company completed the acquisition of Beckman Coulter by merging one of its indirect, wholly-owned subsidiaries with and into Beckman Coulter such that Beckman Coulter became an indirect, wholly-owned subsidiary of the Company. Beckman Coulter develops, manufactures and markets products that simplify and automate complex biomedical testing. Beckman Coulter's diagnostic systems are found in hospitals and other clinical settings around the world and produce information used by physicians to diagnose disease and make treatment decisions. Scientists use its life science research instruments to study complex biological problems including causes of disease and potential new therapies or drugs. Beckman Coulter had revenues of approximately $3.7 billion in 2010, and is included in the Company's Life Sciences & Diagnostics segment.

The Company paid approximately $5.5 billion in cash (net of approximately $450 million cash acquired) to acquire all of the outstanding shares of common stock of Beckman Coulter and assumed approximately $1.6 billion of indebtedness in connection with the acquisition. The Company financed the acquisition of Beckman Coulter using (1) approximately $2.3 billion of available cash, (2) net proceeds, after expenses and the underwriters' discount, of approximately $966 million from the underwritten public offering of the Company's common stock on June 21, 2011, (3) net proceeds, after expenses and the underwriters' discount, of approximately $1.8 billion from the underwritten public offering of senior unsecured notes on June 23, 2011, and (4) net proceeds from the sale of additional commercial paper under the Company's U.S. commercial paper program prior to the closing of the acquisition.

In addition to the acquisition of Beckman Coulter during 2011, the Company completed the acquisition of thirteen other businesses (including the acquisition of EskoArtwork, a leading full service solutions provider for the digital packaging design and production market), for total consideration of $669 million in cash, net of cash acquired. The additional businesses acquired manufacture and distribute products and/or provide services in the product identification, water quality, life sciences and diagnostic, test and measurement, retail petroleum and dental markets and were acquired to complement existing units of the Industrial Technologies, Environmental, Life Sciences & Diagnostics, Test & Measurement and Dental segments. The aggregate annual sales of the thirteen businesses acquired at the time of their respective acquisitions, in each case based on the acquired company's revenues for its last completed fiscal year prior to the acquisition, were approximately $325 million.

In April 2011, the Company sold its Pacific Scientific Aerospace ("PSA") business for a sale price of $680 million in cash. This business, which was part of the Industrial Technologies segment and supplies safety, security and electric power components to commercial and military aerospace markets globally, had annual revenues of $377 million in 2010. Upon closing of the transaction, the Company reported an after-tax gain on the sale of approximately $202 million or $0.29 per diluted share.

In November 2011, the Company entered into a definitive agreement to sell its integrated scanning system business (the "Accu-Sort businesses" or "ASI") for a sale price of approximately $135 million in cash, and the sale was consummated in January 2012. In addition, in December 2011, the Company entered into a definitive agreement to sell its Kollmorgen Electro-Optical ("KEO") business for a sale price of approximately $210 million in cash, and the sale was consummated in February 2012. These businesses were part of the Industrial Technologies segment. ASI supplies bar code scanning and dimensional measurement systems and KEO designs, develops, manufactures, and integrates highly engineered, stabilized electro-optical/ISR systems that integrate into submarines, surface ships and ground vehicles. The businesses had combined annual revenues of $275 million in 2011. The Company expects to reflect an aggregate after-tax gain on the sale of these businesses of approximately $93 million or $0.13 per diluted share in its first quarter 2012 results in connection with the closing of these transactions.

The Company has reported the PSA, ASI and KEO businesses as discontinued operations in this Form 10-K. Accordingly, the results of operations for all periods presented have been reclassified to reflect these businesses as discontinued operations and the assets and liabilities of these businesses have been reclassified as held for sale for all periods presented.

During 2010, the Company completed the acquisition of the Analytical Technologies division of MDS Inc., which included a 50% ownership position in the Applied Biosystems/MDS Sciex joint venture ("AB Sciex") and a 100% ownership position in the Molecular Devices business ("Molecular Devices"). In a separate but related transaction, the Company simultaneously completed the acquisition of the remaining 50% ownership position in AB Sciex from Life Technologies Corporation. In addition, during 2010, the Company entered into a joint venture with Cooper Industries, plc ("Cooper"), combining certain of the Company's hand tool manufacturing and distribution businesses with Cooper's Tools business to form a new entity called Apex Tool Group, LLC ("Apex"). For a full discussion of the Company's 2010 acquisition activity and the Apex joint venture, refer "Liquidity and Capital Resources —Investing Activities".

2011 Restructuring Activities

Consistent with the Company's approach of positioning itself to provide superior products and services to its customers in a cost efficient manner, and in light of the uncertain macro-economic environment, the Company incurred $179 million (including $120 million in the fourth quarter) of costs associated with restructuring activities. Included in the total restructuring costs are costs associated with the integration and restructuring of the Beckman Coulter business subsequent to the acquisition.

RESULTS OF OPERATIONS

Consolidated sales for the year ended December 31, 2011 increased 28.0% compared to 2010. Sales from existing businesses increased 7.0% on a year-over-year basis. The impact of currency translation increased reported sales by 2.5% as the U.S. dollar was, on average, weaker against other major currencies during 2011 as compared to exchange rate levels during 2010. The sales increase from acquired businesses more than offset the year-over-year sales decline attributable to the 2010 contribution of businesses to the Apex joint venture and on a net basis increased reported sales by 18.5%.

In this report, references to sales from existing businesses refers to sales from continuing operations calculated according to generally accepted accounting principles in the United States ("GAAP") but excluding (1) sales from acquired businesses, (2) 2010 sales attributable to the businesses contributed to the Apex joint venture, and (3) the impact of currency translation. References to sales or operating profit attributable to acquisitions or acquired businesses refer to GAAP sales or operating profit, as applicable, from acquired businesses recorded prior to the first anniversary of the acquisition. The portion of revenue attributable to currency translation is calculated as the difference between (a) the period-to-period change in revenue (excluding sales from acquired businesses and 2010 sales attributable to the businesses contributed to the Apex joint venture) and (b) the period-to-period change in revenue (excluding sales from acquired businesses and 2010 sales attributable to the businesses contributed to the Apex joint venture) after applying current period foreign exchange rates to the prior year period. Sales from existing businesses should be considered in addition to, and not as a replacement for or superior to, sales, and may not be comparable to similarly titled measures reported by other companies. Management believes that reporting sales from existing businesses provides useful information to investors by helping identify underlying growth trends in our business and facilitating easier comparisons of our revenue performance with prior and future periods and to our peers. The Company excludes the effect of currency translation from sales from existing businesses because currency translation is not under management's control, is subject to volatility and can obscure underlying business trends, and excludes the effect of acquisitions because the nature, size and number of acquisitions can vary dramatically from period to period and between the Company and its peers and can also obscure underlying business trends and make comparisons of long-term performance difficult. The Company excludes the effect of the 2010 sales attributable to the businesses contributed to the Apex joint venture because the Company did not recognize sales from those businesses in 2011.

Operating profit margins were 16.3% for each of the years ended December 31, 2011 and 2010. Year-over-year operating profit margin comparisons benefited 160 basis points from the favorable impact of higher sales volumes and continued productivity improvements net of the impact of costs associated with various sales, marketing and product development growth investments. The dilutive effect of acquisitions (net of the favorable impact to operating profit margin of contributing certain businesses to the Apex joint venture in July 2010) adversely impacted operating margin comparisons by 110 basis points. In addition, acquisition related charges associated with the Beckman Coulter acquisition, including transaction costs, change in control charges and fair value adjustments to acquisition related inventory and deferred revenue balances (net of comparable acquisition related charges in 2010) adversely impacted operating profit margin comparisons by 50 basis points.

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Operating profit margins were 16.3% in the year ended December 31, 2010 as compared to 13.7% for the year ended December 31, 2009. The increase in operating profit margins during 2010 is primarily a result of higher sales volumes in 2010 compared to 2009 as well as cost savings attributable to the Company's 2009 restructuring activities. Year-over-year operating margin comparisons also benefited from approximately 160 basis points of incremental restructuring costs incurred during 2009 as compared to 2010. The favorable settlement of litigation with Align Technologies in the third quarter 2009 adversely impacted year-over-year operating profit margin comparisons by 75 basis points. The net dilutive effect of acquired businesses, 2009 divestitures and the operating profit margin impact of contributing certain businesses to the Apex joint venture in 2010 adversely impacted year-over-year operating profit margin comparisons by approximately 65 basis points. 2010 acquisition related charges associated with fair value adjustments to acquired inventory and deferred revenue balances as well as 2010 transaction costs deemed significant by the Company (net of comparable acquisition related charges and costs recorded in 2009) also adversely impacted year-over-year operating profit margin comparisons by 35 basis points as such charges and costs were greater in 2010 than in 2009. The Company deems acquisition-related transaction costs incurred in a given period to be significant (generally relating to the Company's larger acquisitions) if it determines that such costs exceed the range of acquisition-related transaction costs typical for the Company in a given period.

Business Segments

The following table summarizes sales by business segment for each of the periods indicated ($ in millions):

	For the Year Ended December 31		
	2011	2010	2009
Test & Measurement	$ 3,390.9	$ 2,832.9	$ 2,221.3
Environmental	2,939.6	2,738.0	2,418.7
Life Sciences & Diagnostics	4,627.4	2,298.3	1,484.9
Dental	2,011.2	1,824.6	1,657.0
Industrial Technologies	3,121.4	2,540.6	2,126.9
Businesses contributed to Apex joint venture	—	315.6	607.9
Total	$ 16,090.5	$ 12,550.0	$ 10,516.7

TEST & MEASUREMENT

The Company's Test & Measurement segment is a leading global provider of electronic measurement instruments and monitoring, management and optimization tools for communications and enterprise networks and related services. The segment's products are used in the design, development, manufacture, installation, deployment and operation of electronics equipment and communications networks and services. Customers for these products and services include manufacturers of electronic instruments; service, installation and maintenance professionals; manufacturers who design, develop, manufacture and install network equipment; and service providers who implement, maintain and manage communications networks and services. Also included in the Test & Measurement segment are the Company's mobile tool and wheel service businesses.

Test & Measurement Selected Financial Data ($ in millions)

	For the Year Ended December 31		
	2011	2010	2009
Sales	$ 3,390.9	$ 2,832.9	$ 2,221.3
Operating profit	751.2	572.9	301.4
Depreciation and amortization	126.6	107.8	93.5
Restructuring and other related charges	18.8	—	67.7
Operating profit as a % of sales	22.2%	20.2%	13.6%
Depreciation and amortization as a % of sales	3.7%	3.8%	4.2%
Restructuring and other related charges as a % of sales	0.6%	—	3.0%

Components of Sales Growth

	2011 vs. 2010	2010 vs. 2009
Existing businesses	9.5%	17.0%
Acquisitions	8.0%	10.5%
Currency exchange rates	2.0%	—
Total	19.5%	27.5%

2011 COMPARED TO 2010

Year-over-year price increases in the segment had a negligible impact on sales growth during 2011.

During 2011, sales in the segment's instrument businesses grew on a year-over-year basis due to increased demand for oscilloscopes and service and installation tools, partially offset by year-over-year declines in sales attributable to products serving the video end markets. Instrument sales grew in all major geographies during the year led by Asia and other emerging markets. Instrument sales grew primarily during the first three quarters of 2011 as fourth quarter 2011 sales were essentially flat compared to 2010. Sales of instruments are expected to continue to grow during 2012 on year-over-year basis, albeit at a rate lower than was experienced during 2011.

Sales in the segment's communications businesses also grew during 2011 on a year-over-year basis, primarily in North America, as a result of strong demand for both network management solutions and core network enterprise solutions. Global demand for network security and analysis solutions was also robust in 2011.

Operating profit margins increased 200 basis points during 2011 as compared to 2010. Year-over-year operating profit margin comparisons benefited 220 basis points from the favorable impact of higher sales volumes and continued productivity improvements net of the impact of costs associated with various sales, marketing and product development growth investments. The dilutive effect of acquired businesses adversely impacted year-over-year operating profit margin comparisons by 20 basis points.

2010 COMPARED TO 2009

Year-over-year price increases in the segment had a negligible impact on sales growth during 2010.

During 2010, demand increased significantly for the business' core instruments, including oscilloscopes, thermography products and digital multi-meters. Sales were strong in all major geographies, with particular strength in China. In addition, distributor inventory reductions that occurred in the first three quarters of 2009 due to the recessionary economic conditions did not continue into 2010 which positively impacted the year-over-year comparisons. Sales from existing businesses in the segment's communications businesses grew at a low double-digit rate during 2010 on a year-over-year basis driven by strong demand for both network management solutions and core network enterprise solutions.

Operating profit margins increased 660 basis points in 2010 as compared to 2009. The increase in operating profit margins during the period is primarily a result of higher sales volumes in 2010 compared to 2009 as well as cost savings attributable to the Company's 2009 restructuring activities. Year-over-year operating margin comparisons for 2010 also benefited from approximately 265 basis points of incremental restructuring costs incurred in 2009 as compared to 2010. 2010 acquisition related charges associated with fair value adjustments to acquired inventory and deferred revenue balances (net of comparable acquisition related charges recorded in 2009) favorably impacted year-over-year operating profit margin comparisons by 55 basis points as such charges were greater in 2009 than in 2010. The dilutive effect of acquired businesses had a net adverse impact of 130 basis points on year-over-year operating profit margin comparisons, partially offsetting these favorable year-over-year factors.

ENVIRONMENTAL

The Company's Environmental segment provides products that help protect customers' water supply and air quality and serves two primary markets: water quality and retail/commercial petroleum. Danaher's water quality business is a global leader in water quality analysis and treatment, providing instrumentation and disinfection systems to help analyze and manage the quality of ultra pure, potable, and waste water in residential, commercial, industrial and natural resource applications. Danaher's retail/commercial petroleum business is a leading worldwide provider of products and services for the retail/commercial petroleum market.

Environmental Selected Financial Data ($ in millions)

	For the Year Ended December 31		
	2011	2010	2009
Sales	$ 2,939.6	$ 2,738.0	$ 2,418.7
Operating profit	622.7	564.3	471.0
Depreciation and amortization	45.9	45.9	43.1
Restructuring and other related charges	7.5	—	31.7
Operating profit as a % of sales	21.2%	20.6%	19.5%
Depreciation and amortization as a % of sales	1.6%	1.7%	1.8%
Restructuring and other related charges as a % of sales	0.3%	—	1.3%

Components of Sales Growth

	2011 vs. 2010	2010 vs. 2009
Existing businesses	4.0%	10.5%
Acquisitions	1.5%	3.0%
Currency exchange rates	2.0%	(0.5%)
Total	7.5%	13.0%

2011 COMPARED TO 2010

Price increases in the segment contributed 1.5% to sales growth on a year-over-year basis during 2011 as compared to 2010 and are reflected as a component of the change in sales from existing businesses.

Sales from existing businesses in the segment's water quality businesses grew at a high single-digit rate during 2011 as compared to 2010. Strong demand during the first half of 2011 for the businesses' laboratory and process instrumentation product lines in the municipal and industrial markets moderated slightly during the second half of 2011. While demand in the China municipal market increased on a year-over-year basis during 2011, the rate of revenue growth for the year declined compared to the 2010 growth rate. Sales in the business' ultraviolet water treatment product line grew at a low double-digit rate on a year-over-year basis as municipal markets returned to growth in the second half of the year, and in particular during the fourth quarter, after having declined in the first half of 2011. Sales in the segment's ultraviolet water treatment product line are expected to decline in the first quarter 2012 on a year-over-year basis due, in large part, to a difficult prior year comparison resulting from strong industrial sales in the first quarter 2011. Sales in the business' chemical treatment solutions product line also grew at a low double-digit rate on a year-over-year basis primarily due to the addition of new customers in the U.S. market and to a lesser extent to continued international expansion.

Sales from existing businesses in the segment's retail/commercial petroleum equipment businesses declined at a low single-digit rate during 2011 as compared to 2010. The year-over-year sales decline during the period is primarily attributable to 2010 performance dynamics. The business generated strong sales of payment and point-of-sale retail solutions product offerings in 2010, particularly the first half of 2010, driven by deadlines for compliance with enhanced industry security standards. During 2011, increased demand for the business' automatic tank gauge products and dispensing equipment in all major geographies resulted in year-over-year sales growth that partially offset the unfavorable impact of the difficult prior year comparison.

Operating profit margins increased 60 basis points during 2011 as compared to 2010. Year-over-year operating profit margin comparisons benefited 70 basis points from the favorable impact of higher sales volumes and continued productivity improvements net of the impact of costs associated with various sales, marketing and product development growth investments. The dilutive effect of acquired businesses adversely impacted year-over-year operating profit margin comparisons by 10 basis points.

2010 COMPARED TO 2009

Price increases in the segment contributed 0.5% to sales growth during 2010 and are reflected as a component of the change in sales from existing businesses.

Sales from existing businesses in the segment's water quality businesses grew at a low double-digit rate during 2010 as compared to 2009. Demand for the businesses' laboratory and process instrumentation product lines was led by industrial markets and was stronger in all major geographies as compared to 2009. Sales in the business' ultraviolet water treatment product line grew at a high single-digit rate during 2010. Solid year-over-year growth in the product line's industrial and residential applications was partially offset by a difficult prior year comparison associated with a significant drinking water treatment project that favorably impacted revenues throughout 2009 and into the first half of 2010. Sales in the business' chemical treatment solutions product line also grew during 2010 as compared to 2009 due, in part, to continuing expansion of the chemical treatment solutions product line outside of the U.S. market.

Sales from existing businesses in the segment's retail/commercial petroleum equipment businesses grew at a low double-digit rate during 2010 as compared to 2009. Strong North American demand during 2010 for the business' payment and point-of-sale retail solutions products was driven by enhanced industry security standards deadlines and contributed significantly to the year-over-year sales growth. Demand for dispensing equipment also increased in all major geographic regions due to an increase in capital spending by customers. Sales declines in the business' vapor recovery product offerings in North America, primarily due to regulatory compliance deadlines in 2009 compared to 2010, partially offset these increases.

Operating profit margins increased 110 basis points in 2010 as compared to 2009. The increase in operating profit margins during the period is primarily a result of higher sales volumes in 2010 compared to 2009 as well as cost savings attributable to the Company's 2009 restructuring activities. Year-over-year operating margin comparisons for 2010 also benefited from approximately 100 basis points of incremental restructuring costs incurred in 2009 as compared to 2010. The dilutive effect of acquired businesses had a net adverse impact of 55 basis points on year-over-year operating profit margin comparisons, partially offsetting these favorable year-over-year factors. Incremental year-over-year investments in 2010 compared to 2009 associated with the segment's emerging market growth initiatives also negatively impacted year-over-year operating profit margin comparisons.

LIFE SCIENCES & DIAGNOSTICS

The Company's diagnostics businesses offer a broad range of analytical instruments, reagents, consumables, software and services that hospitals, physician's offices, reference laboratories and other critical care settings use to diagnose disease and make treatment decisions. The Company's life sciences businesses offer a broad range of research and clinical tools that scientists use to study cells and cell components to gain a better understanding of complex biological processes. Pharmaceutical and biotechnology companies, universities, medical schools and research institutions use these tools to study the causes of disease, identify new therapies and test new drugs and vaccines.

Life Sciences & Diagnostics Selected Financial Data ($ in millions)

	For the Year Ended December 31		
	2011	2010	2009
Sales	$ 4,627.4	$ 2,298.3	$ 1,484.9
Operating profit	402.3	227.9	179.6
Depreciation and amortization	297.2	90.7	56.6
Restructuring and other related charges	100.9	—	16.7
Operating profit as a % of sales	8.7%	9.9%	12.1%
Depreciation and amortization as a % of sales	6.4%	3.9%	3.8%
Restructuring and other related charges as a % of sales	2.2%	—	1.1%

Components of Sales Growth

	2011 vs. 2010	2010 vs. 2009
Existing businesses	7.0%	9.0%
Acquisitions	91.0%	46.0%
Currency exchange rates	3.5%	—
Total	101.5%	55.0%

2011 COMPARED TO 2010

Price increases in the segment contributed 0.5% to sales growth on a year-over-year basis during 2011 as compared to 2010 and are reflected as a component of the change in sales from existing businesses.

The significant growth related to acquisitions was primarily attributable to the acquisition of Beckman Coulter in June 2011 which significantly expanded the segment's product and service offerings, as further described below.

Sales from existing businesses in the segment's acute care diagnostics business grew at a high single-digit rate during 2011 as compared to 2010 primarily due to continued strong consumable sales related to the business' installed base of acute care diagnostic instrumentation and new instrument placements, primarily in Europe, China and other Asian markets. Demand for the business' compact blood gas analyzer also remained strong, particularly in emerging markets. Increased European and emerging market demand for the business' cardiac care instruments also contributed to year-over-year sales growth. Sales from existing businesses in the segment's pathology diagnostics business also grew at a high single-digit rate during 2011 as compared to 2010 as a result of increased demand for advanced staining instruments and consumables, as well as higher sales of core histology systems and consumables, primarily in North America and emerging markets, and to a lesser extent, Europe. The acquisition of Beckman Coulter has significantly expanded the segment's product portfolio in the area of clinical diagnostics through the addition of new and complementary product and service offerings.

Sales from existing businesses in the segment's microscopy businesses grew at a mid single-digit rate during 2011 as compared to 2010 as a result of strong demand for confocal and compound instrumentation serving the life sciences research and industrial markets, particularly in China and the emerging markets, and to lesser extent, Europe. A difficult prior year comparison resulting from first quarter 2010 sales associated with Japanese economic stimulus funding partially reduced the reported sales growth for 2011. Strong demand for the business' broad range of mass spectrometers serving both the academic and proteomic research markets as well as the applied markets resulted in a low double-digit growth rate from sales from existing businesses in the segment's mass spectrometry business during 2011 as compared to 2010. Sales from existing businesses in the mass spectrometry business grew in all major geographies during 2011 led by strong performance in the Asia Pacific region and North America and to a lesser extent Europe. The acquisition of Beckman Coulter has also expanded the segment's product portfolio in the area of life sciences research through the addition of new and complementary product and service offerings.

Operating profit margins decreased 120 basis points during 2011 as compared to 2010. The dilutive effect of acquisitions, primarily related to costs associated with Beckman Coulter's restructuring and integration activities, adversely impacted segment operating profit margins by 295 basis points. Acquisition related charges associated with the Beckman Coulter acquisition, including transaction costs, change in control charges and fair value adjustments to inventory and deferred revenue balances (net of comparable acquisition related charges in 2010) also adversely impacted operating profit margins by 95 basis points. Higher sales volumes and continued productivity improvements, net of the impact of costs associated with various sales, marketing and product development growth investments, favorably impacted year-over-year comparisons by 270 basis points. The Company expects to realize significant cost synergies through the application of the Danaher Business System to Beckman Coulter and the combined purchasing power of the Company and Beckman Coulter.

Depreciation and amortization as a percentage of sales increased during 2011 primarily as a result of the increase in amortization expense associated with the intangible assets acquired in connection with the Beckman Coulter acquisition. In addition, as a majority of the Beckman Coulter customers enter into operating-type lease arrangements for the use of the business' instrumentation, depreciation expense increased on a year-over-year basis. Depreciation and amortization expense in the segment is expected to continue to be higher than the segment's historical depreciation and amortization expense levels for these same reasons.

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2010 COMPARED TO 2009

Sales growth from acquisitions was primarily attributable to the acquisition of AB Sciex and Molecular Devices in January 2010. Year-over-year price increases in the segment had a negligible impact on sales growth during 2010.

Sales from existing businesses in the segment's acute care diagnostics business grew at a high single-digit rate during 2010 as compared to 2009 due primarily to strong demand in all major geographies for a new version of the business' compact blood gas analyzer. Increased European demand for the business' cardiac care instruments as well as continued strong consumable sales related to the business' installed base of acute care diagnostic instrumentation also contributed to year-over-year sales growth.

Sales from existing businesses in the segment's life sciences instrumentation and pathology diagnostics businesses grew at a high single-digit rate during 2010 as compared 2009. Year-over-year growth was driven primarily by strong demand in all major geographies for new instruments and consumables in the pathology diagnostics business. Increased sales of compound and stereo microscopy equipment serving the life sciences research and industrial markets also contributed to the growth. Japanese economic stimulus funding also positively impacted 2010 sales as purchases were required to be completed by March 2010 in order to be eligible for Japanese stimulus funding.

Operating profit margins decreased 220 basis points during 2010 as compared to 2009. Acquisition related charges during 2010 associated with fair value adjustments to acquired inventory and deferred revenue balances, primarily related to the AB Sciex and Molecular Devices acquisitions, as well as 2010 transaction costs deemed significant by the Company (in each case net of comparable acquisition related charges and costs recorded in 2009) adversely impacted year-over-year operating profit margin comparisons by 270 basis points as such charges and costs were greater in 2010 than in 2009. The net dilutive effect of acquired businesses had an adverse impact of 265 basis points on year-over-year operating profit margin comparisons. The favorable impact of higher sales volumes in 2010 compared to 2009, cost savings attributable to the Company's 2009 restructuring activities and 50 basis points of incremental restructuring costs incurred in 2009 as compared to 2010 partially offset these adverse impacts.

DENTAL

The Company's Dental segment is a leading worldwide provider of a broad range of equipment, consumables and services for the dental market, focused on driving technological innovations that help dental professionals improve clinical outcomes and enhance productivity.

Dental Selected Financial Data ($ in millions)

	For the Year Ended December 31		
	2011	2010	2009
Sales	$ 2,011.2	$ 1,824.6	$ 1,657.0
Operating profit before Align gain	236.1	203.3	130.8
Impact of Align gain	—	—	85.1
Total operating profit	236.1	203.3	215.9
Depreciation and amortization	94.0	81.7	71.3
Restructuring and other related charges	28.3	—	43.8
Operating profit as a % of sales	11.7%	11.1%	13.0%
Depreciation and amortization as a % of sales	4.7%	4.5%	4.3%
Restructuring and other related charges as a % of sales	1.4%	—	2.6%

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Components of Sales Growth

	2011 vs. 2010	2010 vs. 2009
Existing businesses	4.5%	4.5%
Acquisitions	2.5%	6.5%
Currency exchange rates	3.0%	(1.0%)
Total	10.0%	10.0%

2011 COMPARED TO 2010

Price increases throughout the segment contributed 1.0% to sales growth on a year-over-year basis during 2011 as compared to 2010 and are reflected as a component of the change in sales from existing businesses.

Sales from existing businesses in the dental consumables businesses grew at a mid single-digit rate in 2011 driven primarily by increased demand for general dentistry consumables and orthodontic products and, to a lesser extent, infection control products. Sales in the dental consumables business grew in all major geographies. Sales from existing businesses in the segment's dental equipment business grew on a year-over-year basis at a mid single-digit rate due to strong imaging and instrument product demand. Increased sales of imaging products were led by North America, and to lesser extent, the emerging markets, while instrument sales growth was driven largely by North America and Europe.

Operating profit margins increased 60 basis points during 2011 as compared to 2010. Higher sales volumes and continued productivity improvements, including cost reduction actions in the dental equipment businesses, net of the impact of costs associated with various sales, marketing and product development growth investments increased operating profit margin by 95 basis points on a year-over-year basis. The dilutive effect of acquired businesses adversely impacted year-over-year operating profit margin comparisons by 35 basis points.

2010 COMPARED TO 2009

Price increases throughout the segment contributed 0.5% to sales growth during 2010 and are reflected as a component of the change in sales from existing businesses.

Sales from existing businesses in the dental consumables businesses were essentially flat in 2010 as compared to 2009. Robust demand for orthodontia products throughout 2010 in addition to increased sales of infection control products were offset by weak demand for general dentistry consumables (primarily during the first three quarters of 2010) primarily as a result of adjustments to inventory levels in distribution channels that occurred during those periods. Demand in the general dentistry consumable businesses increased sequentially in the fourth quarter 2010 as inventories in the distribution channels returned to more normalized levels. Sales from existing businesses in the segment's dental equipment businesses grew at a low double-digit rate and increased in all major product categories during 2010 as compared to 2009. Growth was led by increased sales in the imaging product lines as a result of strong demand for 3D equipment and a new digital x-ray sensor. Year-over-year demand also increased for the business' instruments and treatment units. Imaging product sales were particularly strong in North America and Asia, while instrument and treatment unit sales were particularly strong in Europe.

Operating profit margins decreased 190 basis points during 2010 as compared to 2009. The decrease in operating profit margins was largely due to the favorable settlement of litigation with Align Technologies that occurred in 2009 and adversely impacted year-over-year operating profit margin comparisons by 515 basis points. The dilutive effect of acquired businesses had a net adverse impact of 10 basis points on year-over-year operating profit margin comparisons. The favorable impact of higher sales volumes during 2010 compared to 2009, cost savings attributable to the Company's 2009 restructuring activities and 145 basis points of incremental restructuring costs incurred in 2009 as compared to 2010 partially offset these adverse impacts.

INDUSTRIAL TECHNOLOGIES

The Company's Industrial Technologies segment designs and manufactures components and systems that are typically incorporated by original equipment manufacturers and system integrators for sale into a diverse set of applications and end-markets. The businesses in this segment also provide service and support, including helping customers with integration and installation and providing services to ensure performance and up-time. The Industrial

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Technologies segment consists of two strategic lines of business, product identification and motion, as well as the sensors and controls, defense and engine retarder businesses. The Company sold its Pacific Scientific Aerospace business in April 2011, its Accu-Sort business in January 2012 and its Kollmorgen Electro-Optical business in February 2012. These businesses were previously reported as part of the Industrial Technologies segment and all current and prior year results of the segment have been adjusted to exclude the results of these discontinued operations.

Industrial Technologies Segment Selected Financial Data ($ in millions)

	For the Year Ended December 31		
	2011	2010	2009
Sales	$ 3,121.4	$ 2,540.6	$ 2,126.9
Operating profit	655.0	513.3	297.5
Depreciation and amortization	65.8	51.5	51.5
Restructuring and other related charges	23.8	—	52.7
Operating profit as a % of sales	21.0%	20.2%	14.0%
Depreciation and amortization as a % of sales	2.1%	2.0%	2.4%
Restructuring and other related charges as a % of sales	0.8%	—	2.5%

Components of Sales Growth

	2011 vs. 2010	2010 vs. 2009
Existing businesses	11.5%	19.0%
Acquisitions	9.5%	0.5%
Currency exchange rates	2.0%	—
Total	23.0%	19.5%

2011 COMPARED TO 2010

Price increases throughout the segment contributed 2.5% to sales growth on a year-over-year basis during 2011 and are reflected as a component of the change in sales from existing businesses.

Sales from existing businesses in the segment's product identification businesses grew at a high single-digit rate on a year-over-year basis during 2011, primarily due to continued strong demand for core marking and coding equipment. Consumable sales associated with the installed base of marking and coding equipment also contributed to year-over-year growth. Sales grew in all major geographies. The 2011 acquisition of EskoArtwork, a leading full service solutions provider for the digital packaging and design and production market, provides additional sales and earnings growth opportunities for the segment by expanding the businesses' product line diversity and through the potential acquisition of complementary businesses.

Sales from existing businesses in the segment's motion businesses grew at a high single-digit rate during 2011. Sales growth rates declined in the second half of 2011 compared to growth rates in the first half of 2011, in part due to easier prior year comparisons in the first half of 2011 as well as the impact of slowing demand on a global basis in the second half of 2011, primarily in the technology-related and solar end markets. Year-over-year sales increases in engineered solutions and linear and mechanical motion products during the second half of 2011 more than offset sales declines in industrial automation that occurred primarily in the fourth quarter 2011. Sales grew in all major geographies. Year-over-year sales are expected to decline in the first quarter 2012 due, in part, to softness in technology-related end markets and also due to anticipated lower demand for engineered solutions.

Sales from existing businesses in the segment's other businesses grew collectively at a mid-teens rate during 2011 as compared to 2010 due to generally higher demand in the majority of end-markets served.

Operating profit margins increased 80 basis points during 2011 as compared to 2010. Year-over-year operating profit margin comparisons benefited 135 basis points from the favorable impact of higher sales volumes and continued productivity improvements. The net dilutive effect of acquired businesses adversely impacted year-over-year operating profit margin comparisons by 55 basis points.

2010 COMPARED TO 2009

Price increases throughout the segment contributed 1.5% to sales growth during 2010 and are reflected as a component of the change in sales from existing businesses.

Sales from existing businesses in the segment's product identification businesses grew at a mid-teens rate during 2010 as compared to 2009 primarily due to increased demand for core marking and coding equipment as customers released capital spending that had been delayed from prior years. Strong consumable sales associated with the installed base of marking and coding equipment also contributed to year-over-year growth. Sales grew in all major geographies with particular strength in Europe and the emerging markets.

Sales from existing businesses in the segment's motion businesses grew at a double-digit rate during 2010 as compared to 2009 as demand was strong in the majority of end markets served due primarily to the general economic recovery. While growth was generally broad-based, industrial automation led the growth with strong sales of advanced motor and drive product offerings. Sales increased in all major geographies.

Sales from existing businesses in the segment's other businesses grew collectively at a high-teens digit rate during 2010 as compared to 2009 due to generally higher demand in most major end-markets.

Operating profit margins increased 620 basis points during 2010 as compared to 2009. The increase in operating profit margins reflects the impact of higher sales volumes in 2010 compared to 2009 as well as cost savings attributable to the Company's 2009 restructuring activities. Year-over-year operating margin comparisons for 2010 also benefited from approximately 175 basis points of incremental restructuring costs incurred in 2009 as compared to 2010. The divestiture of certain lower margin businesses and product lines in the fourth quarter 2009 in connection with the Company's restructuring activities also favorably impacted year-over-year operating profit margin comparisons by 50 basis points.

COST OF SALES AND GROSS PROFIT

($ in millions)	For the Year Ended December 31 2011	2010	2009
Sales	$ 16,090.5	$ 12,550.0	$ 10,516.7
Cost of sales	7,913.9	6,145.5	5,446.6
Gross profit	8,176.6	6,404.5	5,070.1
Gross profit margin	50.8%	51.0%	48.2%

Gross profit margins decreased 20 basis points during 2011 as compared to 2010. The combination of the acquisition of Beckman Coulter, which has lower overall gross profit margins than the Company's existing businesses, and 35 basis points of incremental restructuring costs incurred during 2011 compared to 2010 adversely impacted gross profit margin comparisons. In addition, acquisition related charges associated with fair value adjustments to acquired inventory and deferred revenue balances in connection with the acquisition of Beckman Coulter (net of comparable acquisition related charges in 2010 relating primarily to the AB Sciex, Molecular Devices and certain other acquisitions) adversely impacted gross profit margin comparisons by 45 basis points. Higher year-over-year sales volumes and continued productivity improvements partially offset these adverse impacts. The gross profit margin comparison also reflects the benefit of 65 basis points from the contribution to the Apex joint venture at the beginning of the third quarter 2010 of certain of the Company's hand tools businesses, which had lower average gross profit margins than the remainder of the Company.

Gross profit margins for 2010 increased 280 basis points from 2009. The year-over-year increase reflects the impact of higher sales volumes as compared to 2009, year-over-year cost savings attributable to the Company's 2009 restructuring activities and 90 basis points of incremental restructuring costs incurred during 2009 as compared to 2010. Gross profit margins during 2010 also benefited from the contribution to the Apex joint venture at the beginning of the third quarter of certain of the Company's hand tools businesses. Acquisition related charges recorded in 2010 associated with fair value adjustments to acquired inventory and deferred revenue balances in connection with the acquisition of AB Sciex, Molecular Devices and certain other acquisitions adversely impacted gross profit margin comparisons by approximately 30 basis points.

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OPERATING EXPENSES

	For the Year Ended December 31		
($ in millions)	2011	2010	2009
Sales	$ 16,090.5	$ 12,550.0	$ 10,516.7
Selling, general and administrative ("SG&A") expenses	4,607.7	3,603.7	3,115.3
Research and development ("R&D") expenses	1,018.5	774.0	600.3
SG&A as a % of sales	28.6%	28.7%	29.6%
R&D as a % of sales	6.3%	6.2%	5.7%

Selling, general and administrative expenses as a percentage of sales decreased 10 basis points on a year-over-year basis for 2011 as compared to 2010. Increased leverage of the Company's cost base resulting from higher sales volumes during 2011 was partially offset by 60 basis points of incremental restructuring costs incurred during 2011 compared to 2010 and continued investments in the Company's sales growth initiatives. In addition, change in control payments to Beckman Coulter employees in connection with the closing of the Beckman Coulter acquisition adversely impacted selling, general and administrative expenses as a percentage of sales during 2011.

Selling, general and administrative expenses as a percentage of sales decreased 90 basis points on a year-over-year basis in 2010 as compared to 2009. The decrease in selling, general and administrative expenses as a percentage of sales in 2010 reflects the benefit of increased leverage of the Company's cost base resulting from higher sales volumes during 2010 as compared to 2009, in addition to 70 basis points of incremental restructuring costs incurred during 2009 as compared to 2010. Incremental year-over-year investments in the Company's sales growth initiatives, increased commission costs due to the higher sales volumes and the dilutive effect of certain recently acquired businesses and those businesses' higher relative operating expense structures partially offset these year-over-year improvements.

Research and development expenses (consisting principally of internal and contract engineering personnel costs) as a percentage of sales increased 10 basis points on a year-over-year basis during 2011. Recently acquired businesses with higher average research and development expenditures as well as continued investment in the Company's new product development initiatives primarily contributed to the increase. The increase also reflects the contribution of most of the Company's hand tools businesses to the Apex joint venture in the third quarter of 2010, as the contributed businesses had historically lower research and development spending as a percentage of sales relative to the overall Company average.

Research and development expenses as a percentage of sales increased 50 basis points during 2010 on a year-over-year basis. The increase is primarily attributable to the contribution of the Company's hand tools businesses to the Apex joint venture. Overall research and development costs also increased in 2010 compared to 2009 due to recently acquired businesses, primarily AB Sciex and Molecular Devices, with higher average research and development expenditures as well as continued investment in the Company's new product development initiatives.

EARNINGS FROM UNCONSOLIDATED JOINT VENTURE

In July 2010 the Company closed on the formation of the Apex joint venture. As of the closing of the transaction, the Company deconsolidated its contributed businesses and commenced accounting for its investment in the joint venture based on the equity method of accounting. The equity in the earnings of Apex, reflecting the Company's 50% ownership position subsequent to the formation, is reflected in the earnings from unconsolidated joint venture caption in the Consolidated Statements of Earnings.

The impact on the Company's results of operations from (1) the contributed business prior to the formation of Apex, and (2) the Company's equity in the earnings of Apex subsequent to the formation of Apex, is reflected in the table below ($ in millions):

	For the Year Ended December 31		
	2011	2010	2009
Prior to formation of Apex			
Sales	—	$ 315.6	$ 607.9
Operating profit	—	41.5	63.9
Subsequent to formation of Apex			
Earnings from unconsolidated joint venture	$ 66.8	22.8	—

Earnings from unconsolidated joint venture increased $44 million for 2011 as compared to 2010, primarily due to a full year of earnings in 2011 as compared to only six months of earnings in 2010 following the closing of the formation of the joint venture in July 2010.

INTEREST COSTS

For a description of the Company's outstanding indebtedness, please refer to "–Liquidity and Capital Resources – Financing Activities and Indebtedness" below.

Interest expense of $142 million in 2011 was approximately $24 million higher than 2010 interest expense of $117 million. The increase in interest expense during 2011 results primarily from the additional debt incurred during the second quarter of 2011 in connection with the Beckman Coulter acquisition. The Company's average commercial paper borrowings were also higher in 2011 as compared to 2010, in large part due to borrowings used to partially fund the acquisition of Beckman Coulter. Interest expense in 2010 was essentially flat compared to interest expense in 2009.

Interest income of $5 million, $6 million and $5 million in 2011, 2010 and 2009, respectively, was essentially flat on a year-over-year basis.

INCOME TAXES

General

Income tax expense and deferred tax assets and liabilities reflect management's assessment of future taxes expected to be paid on items reflected in the Company's financial statements. The Company records the tax effect of discrete items and items that are reported net of their tax effects in the period in which they occur.

The Company's effective tax rate can be affected by changes in the mix of earnings in countries with differing statutory tax rates (including as a result of business acquisitions and dispositions), changes in the valuation of deferred tax assets and liabilities, accruals related to contingent tax liabilities and period-to-period changes in such accruals, the results of audits and examinations of previously filed tax returns (as discussed below), the expiration of statutes of limitations, the implementation of tax planning strategies and changes in tax laws. For a description of the tax treatment of earnings that are planned to be reinvested indefinitely outside the United States, please refer to "—Cash and Cash Requirements" below.

The amount of income taxes the Company pays is subject to ongoing audits by federal, state and foreign tax authorities, which often result in proposed assessments. Management performs a comprehensive review of its global tax positions on a quarterly basis and accrues amounts for contingent tax liabilities. Based on these reviews, the results of discussions and resolutions of matters with certain tax authorities, tax rulings and court decisions and the expiration of statutes of limitation, reserves are adjusted as necessary. For a discussion of risks related to these and other tax matters, please refer to "Item 1A. Risk Factors".

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Year-Over-Year Changes in Tax Provision and Effective Tax Rate

The Company's effective tax rate related to continuing operations for the years ended December 31, 2011, 2010 and 2009 was 20.9%, 22.9% and 18.0%, respectively.

The Company's effective tax rate for each of 2011, 2010 and 2009 differs from the U.S. federal statutory rate of 35% due principally to the Company's earnings outside the United States that are indefinitely reinvested and taxed at rates lower than the U.S. federal statutory rate. In addition, the effective tax rate in 2011 is lower than the U.S. statutory rate due to recognition of tax benefits associated with favorable resolution of certain international and domestic uncertain tax positions as a result of a tax ruling, court decision, and lapse of certain tax statutes of limitations, in addition to changes in estimates related to reserves associated with prior period uncertain tax positions. These matters have been treated as discrete items in the periods they occurred and reduced the provision for income taxes by approximately 240 basis points in 2011.

The effective tax rate of 22.9% in 2010 is also lower than the U.S. federal statutory rate due to recognition of tax benefits associated with favorable resolutions of certain international and domestic tax positions and the lapse of certain statutes of limitations. These matters have been treated as discrete items in the periods they occurred and reduced the provision for income taxes by approximately 60 basis points in 2010.

The Company's 2009 effective tax rate of 18.0% is also lower than the U.S. federal statutory rate due to recognition of tax benefits associated with favorable resolution of certain international and domestic uncertain tax positions and the lapse of certain tax statutes of limitations, in addition to changes in estimates related to reserves associated with prior period uncertain tax positions. These matters have been treated as discrete items in the periods they occurred and reduced the provision for income taxes by approximately 730 basis points in 2009.

The effective tax rate for 2012 is expected to be approximately 24%. The anticipated increase from the 2011 rate is partially attributable to the research and experimentation credit that expired at the end of 2011.

INFLATION

The effect of broad based inflation on the Company's revenues and net earnings was not significant in the years ended December 31, 2011, 2010 or 2009.

FINANCIAL INSTRUMENTS AND RISK MANAGEMENT

The Company is exposed to market risk from changes in interest rates, foreign currency exchange rates, credit risk, equity prices and commodity prices, each of which could impact its financial statements. The Company generally addresses its exposure to these risks through its normal operating and financing activities. In addition, the Company's broad-based business activities help to reduce the impact that volatility in any particular area or related areas may have on its operating profit as a whole.

Interest Rate Risk

The Company manages interest cost using a mixture of fixed-rate and variable-rate debt. A change in interest rates on long-term debt impacts the fair value of the Company's fixed-rate long-term debt but not the Company's earnings or cash flow because the interest on such debt is fixed. Generally, the fair market value of fixed-rate debt will increase as interest rates fall and decrease as interest rates rise. As of December 31, 2011, an increase of 100 basis points in interest rates would have decreased the fair value of the Company's fixed-rate long-term debt (excluding the LYONs, which have not been included in this calculation as the value of this convertible debt is primarily derived from its underlying common stock) by approximately $162 million. However, since the Company currently has no plans to repurchase its outstanding fixed-rate instruments before their maturity, the impact of market interest rate fluctuations on the Company's fixed-rate long-term debt does not affect the Company's results of operations or stockholders' equity.

As of December 31, 2011, the Company's variable-rate debt obligations consisted primarily of U.S. dollar commercial paper borrowings and to a lesser extent, floating rate senior notes due 2013. As a result the Company's primary interest rate exposure results from changes in short-term U.S. dollar interest rates. Refer to Note 10 to the Consolidated Financial Statements for information regarding the Company's outstanding commercial paper balances as of December 31, 2011. As these shorter duration obligations mature, the Company anticipates issuing additional short-term commercial paper obligations to refinance all or part of these borrowings. In 2011, a 150% increase in average market interest rates on the Company's commercial paper borrowings would have increased the Company's interest expense by approximately $2 million. A 150% hypothetical fluctuation is used as the Company's actual commercial paper interest rates fluctuated near that amount during 2011. In 2011, a 65% increase in average market interest rates on the Company's $300 million floating rate senior notes due 2013 would have increased the Company's interest expense by approximately $1 million. A 65% hypothetical fluctuation is used as the Company's actual coupon interest rates fluctuated near that amount during 2011.

Currency Exchange Rate Risk

The Company faces exchange rate risk from its investments in subsidiaries owned and operated in foreign countries. The Eurobond Notes described below provide a natural hedge to a portion of the Company's European net asset position. The effect of a change in currency exchange rates on the Company's net investment in international subsidiaries, net of the translation effect of the Company's Eurobond Notes, is reflected in the accumulated other comprehensive income component of stockholders' equity. A 10% depreciation in major currencies, relative to the U.S. dollar at December 31, 2011 (net of the translation effect of the Company's Eurobond Notes) would result in a reduction of stockholders' equity of approximately $584 million.

The Company also faces exchange rate risk from transactions with customers in countries outside the United States and from intercompany transactions between affiliates. Although the Company has a U.S. dollar functional currency for reporting purposes, it has manufacturing sites throughout the world and a substantial portion of its costs are incurred, and sales are generated in foreign currencies. Costs incurred and sales recorded by subsidiaries operating outside of the United States are translated into U.S. dollars using exchange rates effective during the respective period. As a result, the Company is exposed to movements in the exchange rates of various currencies against the U.S. dollar. In particular, the Company has more sales in European currencies than it has expenses in those currencies. Therefore, when European currencies strengthen or weaken against the U.S. dollar, operating profits are increased or decreased, respectively.

Currency exchange rates increased reported 2011 sales by 2.5% on a year-over-year basis as the U.S. dollar was, on average, slightly weaker against other major currencies during 2011 as compared to exchange rate levels during 2010. The impact on reported sales due to the strengthening of the U.S. dollar in the fourth quarter 2011 was more than offset by the impact of the U.S. dollar's weakness against other major currencies during the first three quarters of 2011.

As a result of the recent strengthening of the U.S. dollar against other major currencies, if the exchange rates in effect as of December 31, 2011 prevail throughout 2012, currency exchange rates would negatively impact 2012 reported sales by approximately 2.0% relative to the Company's performance in 2011. Additional strengthening of the U.S. dollar against other major currencies would have a further negative impact on the Company's reported sales and results of operations. Any weakening of the U.S. dollar against other major currencies would positively impact the Company's sales and results of operations on an overall basis.

The Company has generally accepted the exposure to exchange rate movements without using derivative financial instruments to manage this risk. Both positive and negative movements in currency exchange rates against the U.S. dollar will therefore continue to affect the reported amount of sales, profit, and assets and liabilities in the Company's Consolidated Financial Statements.

In connection with the acquisition of Beckman Coulter, the Company acquired an existing currency swap agreement. The agreement requires the Company to purchase approximately 184 million Japanese Yen (JPY/¥) at a rate of $1 / ¥102.25 on a monthly basis through June 1, 2018. As of December 31, 2011, the aggregate Japanese Yen purchase commitment was approximately ¥14.1 billion (approximately $182 million based on exchange rates as of December 31, 2011). The currency swap does not qualify for hedge accounting, and as a result changes in the fair value of the currency swap are reflected in selling, general and administrative expenses in the Consolidated Statements of Earnings. During the year ended December 31, 2011 the Company recorded a pre-tax charge of approximately $8 million related to changes in the fair value of this currency swap.

Credit Risk

The Company is exposed to credit losses in the event of nonperformance by counterparties to its financial instruments. Financial instruments that potentially subject the Company to credit risk consist of cash and temporary investments, receivables from customers, and derivatives. The Company places cash and temporary investments with various high-quality financial institutions throughout the world, and exposure is limited at any one institution. Although the Company typically does not obtain collateral or other security to secure these obligations, it does regularly monitor the third-party depository institutions that hold our cash and cash equivalents. The Company's emphasis is primarily on safety and liquidity of principal and secondarily on maximizing yield on those funds.

In addition, concentrations of credit risk arising from receivables from customers are limited due to the diversity of the Company's customers. The Company's businesses perform credit evaluations of their customers' financial conditions as appropriate and also obtain collateral or other security when appropriate.

The Company enters into derivative transactions infrequently and only with high-quality financial institutions and limits its exposure at any one institution.

Equity Price Risk

The Company's available-for-sale investment portfolio includes equity securities that are sensitive to fluctuations in market price. Changes in equity prices would result in changes in the fair value of the Company's available-for-sale investments due to the difference between the current market price and the market price at the date of purchase or issuance of the equity securities. A 10% decline in the value of these equity securities as of December 31, 2011 would have reduced the fair value of the Company's available-for-sale investment portfolio by approximately $29 million.

Commodity Price Risk

For a discussion of risks relating to commodity prices, please see "Item 1A. Risk Factors."

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LIQUIDITY AND CAPITAL RESOURCES

Management assesses the Company's liquidity in terms of its ability to generate cash to fund its operating, investing and financing activities. The Company continues to generate substantial cash from operating activities and believes that its operating cash flow and other sources of liquidity will be sufficient to allow it to continue investing in existing businesses, consummating strategic acquisitions, paying interest and servicing debt and managing its capital structure on a short and long-term basis.

Overview of Cash Flows and Liquidity

	For the Years Ended December 31		
($ in millions)	2011	2010	2009
Total operating cash flows from continuing operations	$ 2,732.0	$ 2,018.7	$ 1,722.8
Payments for additions to property, plant and equipment	(334.5)	(191.1)	(175.4)
Cash paid for acquisitions	(6,210.8)	(2,129.7)	(703.5)
Cash paid for other investments	—	—	(66.8)
Proceeds from sale of discontinued operations	680.1	—	—
Other sources	17.9	31.9	2.8
Net cash used in investing activities	(5,847.3)	(2,288.9)	(942.9)
Proceeds from the issuance of common stock	1,112.5	178.4	174.2
Repayments of long-term debt	(1,602.4)	(9.4)	(24.2)
Proceeds from public debt offerings	1,785.8	—	744.6
Net proceeds (repayment) of borrowings with maturities of less than 90 days	854.0	—	(445.7)
Payment of dividends	(61.3)	(52.2)	(41.7)
Net cash provided by financing activities	2,088.6	116.8	407.2

- Operating cash flows from continuing operations, a key source of the Company's liquidity, increased $713 million, or approximately 35%, during 2011 as compared to 2010.
- Acquisitions constituted the most significant use of cash during 2011. The Company acquired fourteen businesses during 2011, including the acquisition of Beckman Coulter, for total consideration (net of cash acquired) of approximately $6.2 billion.
- The Company financed the $5.5 billion acquisition of Beckman Coulter using (1) approximately $2.3 billion of available cash, (2) net proceeds, after expenses and the underwriters' discount, of approximately $966 million from the underwritten public offering of the Company's common stock on June 21, 2011, (3) net proceeds, after expenses and the underwriters' discount, of approximately $1.8 billion from the underwritten public offering of senior unsecured notes on June 23, 2011, and (4) net proceeds from the sale of additional commercial paper under the Company's U.S. commercial paper program prior to the closing of the acquisition. The Company also assumed approximately $1.6 billion of indebtedness and acquired approximately $450 million of cash in connection with the acquisition. During the third quarter of 2011, the Company retired substantially all of the acquired Beckman Coulter debt using proceeds from the issuance of U.S. dollar commercial paper and recorded an approximate $33 million ($21 million, after tax or $0.03 per diluted share) charge to earnings due to "make whole" payments associated with the retirement of certain of the Beckman Coulter debt.
- In April 2011, the Company sold its Pacific Scientific Aerospace business for a sale price of $680 million in cash.
- The Company's 2011 restructuring activities used approximately $49 million in cash during 2011.

- The Company contributed approximately $132 million in cash to the Company's U.S. defined benefit pension plan and approximately $45 million to the Company's non-U.S. defined benefit pension plans during 2011.
- As of December 31, 2011, the Company held approximately $537 million of cash and cash equivalents.

Operating Activities

The Company continues to generate substantial cash from operating activities and remains in a strong financial position. Cash flows from operating activities can fluctuate significantly from period to period as working capital needs and the timing of payments for items such as income taxes, restructuring activities, pension funding and other items impact reported cash flows.

Operating cash flows from continuing operations were approximately $2.7 billion for 2011, an increase of $713 million, or 35% as compared to 2010. The year-over-year change in operating cash flows from 2010 to 2011 was primarily attributable to the following factors:

- Earnings from continuing operations increased by $217 million in 2011 as compared to 2010. Included in 2010 earnings from continuing operations is a non-cash gain of $291 million recognized on the formation of the Apex joint venture, which gain did not recur in 2011 which further contributes to the year-over-year operating cash flow comparison.
- Depreciation and amortization expense increased by $247 million in 2011 compared to 2010. The increased depreciation and amortization expense impacts earnings without a corresponding impact to operating cash flows.
- The aggregate of trade accounts receivable, inventories and trade accounts payable provided $63 million in operating cash flows during 2011, a $258 million improvement over 2010 during which these items used $195 million in operating cash flows.
- Cash income tax payments, net of refunds, from continuing operations increased by $21 million during 2011 as compared to 2010. Net cash payments for income taxes from continuing operations totaled $303 million and $282 million in 2011 and 2010, respectively.
- Partially offsetting these favorable cash flows during 2011 were additional pension contributions and employee benefit payments as compared to 2010.

Operating cash flows from continuing operations were approximately $2.0 billion for 2010, an increase of $296 million, or 17% as compared to 2009. The increase in operating cash flow was primarily attributable to the increase in earnings in 2010 as compared to 2009. Partially offsetting this benefit was an investment in trade accounts receivable, inventories and accounts payable which in the aggregate used $195 million of operating cash flows during 2010 as compared to contributing $214 million in operating cash flows during 2009. The increased use of cash reflects increased inventory and accounts receivable levels, partially offset by increased accounts payable levels, associated with increased business activity.

In connection with the Company's restructuring activities, the Company records appropriate accruals for the costs of closing facilities, severing personnel and, in connection with acquisitions, integrating the acquired businesses into existing Company operations. Cash flows from operating activities are reduced by the amounts expended against the various accruals established in connection with these activities. During 2011, the Company paid approximately $49 million related to its 2011 restructuring activities. During 2010, the Company paid approximately $110 million related to its 2009 restructuring activities. The Company anticipates cash payments of approximately $124 million during 2012 related to its 2011 restructuring activities. Please refer to Note 18 to the Consolidated Financial Statements for additional information about these expenditures.

Investing Activities

Cash flows relating to investing activities consist primarily of cash used for acquisitions and capital expenditures and cash proceeds from divestitures of businesses or assets.

Net cash used in investing activities was approximately $5.8 billion during 2011 compared to approximately $2.3 billion of net cash used in 2010 and approximately $943 million of net cash used in 2009.

Acquisitions and Divestitures

2011 Acquisitions and Divestitures

For a discussion of the Company's 2011 acquisitions and divestitures please refer to "—Overview –Acquisitions and Divestitures."

2010 Acquisitions and Apex Joint Venture

On January 30, 2010, the Company completed the acquisition of the Analytical Technologies division of MDS Inc., which included a 50% ownership position in the AB Sciex joint venture and a 100% ownership position in Molecular Devices. In a separate but related transaction, the Company simultaneously completed the acquisition of the remaining 50% ownership position in AB Sciex from Life Technologies Corporation. The aggregate purchase price for the combined transactions was $1.0 billion, including debt assumed and net of cash acquired. The aggregate sales of AB Sciex and Molecular Devices in their last completed fiscal year prior to the acquisition were approximately $650 million and these businesses now operate within the Company's Life Sciences & Diagnostics segment. The acquisitions of AB Sciex and Molecular Devices significantly expanded the Company's position in the life sciences and diagnostics business and in particular established a position in the mass spectrometry market.

In addition to the acquisitions of AB Sciex and Molecular Devices, the Company acquired seventeen businesses during 2010 for aggregate consideration of approximately $1.1 billion in cash, net of cash acquired. Each company acquired manufactures products and/or provides services in the test and measurement, dental, environmental, life science and diagnostics, sensors and controls or product identification markets. These businesses were acquired to complement existing businesses of the Life Sciences & Diagnostics, Test & Measurement, Dental, Environmental and Industrial Technologies segments. The aggregate annual sales of these seventeen acquired businesses at the time of their respective acquisitions, in each case based on the company's revenues for its last completed fiscal year prior to the acquisition, were approximately $440 million.

On July 4, 2010, the Company entered into a joint venture with Cooper Industries, plc, combining certain of the Company's hand tools businesses with Cooper's Tools business to form a new entity called Apex Tool Group, LLC. The 2009 sales, on a combined basis, of the two tools businesses contributed to Apex were approximately $1.2 billion. Each of Cooper and the Company owns a 50% interest in Apex and has an equal number of representatives on Apex's Board of Directors. Upon the closing of the transaction, Apex simultaneously obtained a credit facility and term debt financing and used $45 million of the term debt financing to purchase from the Company certain assets of the Company's hand tools business. In addition to the cash received for the purchase of these assets, the Company recorded a receivable from Apex of $45 million upon closing. The Company has collected the majority of this receivable as of December 31, 2011 and expects to collect the remaining outstanding balance during 2012. As of the closing of the transaction, the Company deconsolidated the financial results of its contributed businesses and began accounting for its investment in the joint venture based on the equity method of accounting. In accordance with accounting standards applicable to non-controlling interests in subsidiaries, the Company recognized a $291 million gain ($232 million or $0.34 per diluted share on an after-tax basis) during the third quarter 2010 associated with the transaction reflecting the difference between the book value of the contributed business that was deconsolidated and the fair value of the consideration received in exchange, including the 50% interest in Apex and the cash and receivables received from Apex in connection with the transaction.

2009 Acquisitions and Divestitures

The Company acquired fifteen businesses during 2009 for consideration of approximately $704 million in cash, net of cash acquired. Each company acquired manufactures products and/or provides services in the life sciences, dental, product identification, environmental or test and measurement markets. These businesses were acquired to complement existing businesses within the Life Sciences & Diagnostics, Dental, Industrial Technologies, Environmental and Test & Measurement segments. The aggregate annual sales of these fifteen acquired businesses at the time of their respective acquisitions, in each case based on the company's revenues for its last completed fiscal year prior to the acquisition, were approximately $430 million.

In addition, during 2009 the Company divested five businesses or product lines for approximately $10 million of net cash proceeds. The divested businesses were part of the Industrial Technologies and the former Tools and Components segments and had aggregate annual revenues of approximately $53 million in 2009. The Company recorded no significant gain or loss, either individually or in the aggregate, associated with these divestitures. The Company used the proceeds from these sales for general corporate purposes.

Capital Expenditures

Capital expenditures are made primarily for increasing capacity, replacing equipment, supporting new product development and improving information technology systems. In addition, capital expenditures are made for the manufacture of instruments that are used in operating-type lease arrangements entered into with customers by certain of the Company's businesses. Capital expenditures totaled $334 million in 2011, $191 million in 2010 and $175 million in 2009. The increase in capital spending in 2011 is primarily due to the acquisition of Beckman Coulter and the associated capitalization of instruments subject to operating-type leases through customer arrangements entered into in the second half of 2011. In 2012, the Company expects capital spending to approximate $550 million, though actual expenditures will ultimately depend on business conditions. The expected increase in capital expenditures in 2012 is primarily attributable to the acquisition of Beckman Coulter as the majority of the business' customers enter into operating-type lease arrangements for use of its instrumentation products.

Financing Activities and Indebtedness

Cash flows from financing activities consist primarily of proceeds from the issuance of commercial paper, common stock and debt, excess tax benefits from stock-based compensation, payments of principal on indebtedness, repurchases of common stock and payments of dividends to shareholders. Financing activities provided cash of $2.1 billion during 2011 compared to $117 million of cash provided during 2010. The year-over-year change was primarily due to the proceeds from the issuance of the 2011 Financing Notes (as defined below) in June 2011.

Total debt was $5.3 billion at December 31, 2011 compared to $2.8 billion at December 31, 2010. The Company's debt as of December 31, 2011 was as follows:

- $977 million of outstanding U.S. dollar denominated commercial paper;
- $647 million (€500 million) aggregate principal amount of 4.5% guaranteed Eurobond Notes due 2013 (the "Eurobond Notes");
- $300 million aggregate principal amount of floating rate senior notes due 2013 (the "2013 Notes");
- $400 million aggregate principal amount of 1.3% senior notes due 2014 (the "2014 Notes");
- $500 million aggregate principal amount of 2.3% senior notes due 2016 (the "2016 Notes");
- $500 million aggregate principal amount of 5.625% senior notes due 2018 (the "2018 Notes");
- $750 million aggregate principal amount of 5.4% senior notes due 2019 (the "2019 Notes");
- $600 million aggregate principal amount of 3.9% senior notes due 2021 (the "2021 Notes" and together with the 2013 Notes, 2014 Notes and 2016 Notes, the "2011 Financing Notes");
- $380 million of zero coupon Liquid Yield Option Notes due 2021 ("LYONs"); and
- $251 million of other borrowings.

The 2011 Financing Notes, the Eurobond Notes, the 2018 Notes and the 2019 Notes are collectively referred to as the "Notes".

Commercial Paper Program and Credit Facility

The Company primarily satisfies any short-term liquidity needs that are not met through operating cash flow and available cash through issuances of commercial paper under its U.S. and Euro commercial paper programs. Under these programs, the Company or a subsidiary of the Company, as applicable, may issue and sell unsecured, short-term promissory notes in an aggregate principal amount not to exceed $2.5 billion. Interest expense on the notes is paid at maturity and is generally based on the ratings assigned to the Company by credit rating agencies at the time of the issuance and prevailing market rates measured by reference to LIBOR. Borrowings under the program are available for general corporate purposes, including acquisitions. During 2011, the Company issued commercial paper under its U.S. program to fund a portion of the purchase price for Beckman Coulter and the retirement of substantially all of the Beckman Coulter debt (see below). As of December 31, 2011, borrowings outstanding under the Company's U.S. commercial paper program had a weighted average interest rate of 0.2% and a weighted average maturity of approximately 30 days. Commercial paper balances during the year carried interest at rates ranging between 0.1% and 0.2% and original maturities between 1 and 67 days. There was no commercial paper outstanding under the Euro program as of December 31, 2011 or at any other time during 2011. The Company classified its borrowings outstanding under the commercial paper programs at December 31, 2011 as long-term debt in the Consolidated Balance Sheet as the Company had the intent and ability, as supported by availability under the Credit Facility referenced below, to refinance these borrowings for at least one year from the balance sheet date.

Credit support for the commercial paper program is provided by a $2.5 billion unsecured multi-year revolving credit facility with a syndicate of banks that expires on July 15, 2016 (the "Credit Facility"). The Credit Facility can also be used for working capital and other general corporate purposes. Under the Credit Facility, borrowings (other than bid loans) bear interest at a rate equal to (at the Company's option) either (1) a LIBOR-based rate plus a margin that varies according to the Company's long-term debt credit rating (the "Eurodollar Rate"), or (2) the highest of (a) the Federal funds rate plus 1/2 of 1%, (b) the prime rate and (c) the Eurodollar Rate plus 1%, plus in each case a margin that varies according to the Company's long-term debt credit rating. Under the Credit Facility, in addition to certain initial fees the Company is obligated to pay a per annum commitment fee that varies according to its long-term debt credit rating. The Credit Facility requires the Company to maintain a consolidated leverage ratio (as defined in the facility) of 0.65 to 1.00 or less, and also contains customary representations, warranties, conditions precedent, events of default, indemnities and affirmative and negative covenants. As of December 31, 2011, no borrowings were outstanding under the Credit Facility and the Company was in compliance with all covenants under the facility. In addition to the Credit Facility, the Company has entered into reimbursement agreements with various commercial banks to support the issuance of letters of credit.

The availability of the Credit Facility as a standby liquidity facility to repay maturing commercial paper is an important factor in maintaining the existing credit ratings of the Company's commercial paper program. The Company expects to limit any borrowings under the Credit Facility to amounts that would provide sufficient credit available under the facility to allow the Company to borrow, if needed, to repay all of the outstanding commercial paper as it matures.

The Company's ability to access the commercial paper market, and the related costs of these borrowings, is affected by the strength of the Company's credit rating and market conditions. Any downgrade in the Company's credit rating would increase the cost of borrowings under the Company's commercial paper program and the Credit Facility, and could limit or preclude the Company's ability to issue commercial paper. If the Company's access to the commercial paper market is adversely affected due to a change in market conditions or otherwise, the Company would expect to rely on a combination of available cash, operating cash flow and the Company's Credit Facility to provide short-term funding. In such event, the cost of borrowings under the Company's Credit Facility could be higher than the cost of commercial paper borrowings.

On June 17, 2011, the Company entered into a $3.0 billion 364-day unsecured revolving credit facility (the "364-Day Facility") in connection with the acquisition of Beckman Coulter. The Company reduced the commitments under the 364-Day Facility from $3.0 billion to $2.2 billion effective as of June 27, 2011, from $2.2 billion to $1.5 billion effective as of July 21, 2011, from $1.5 billion to $1.0 billion effective as of October 1, 2011 and terminated the facility as of December 29, 2011. There were no outstanding borrowings under the 364-Day Facility at any time during the term of the facility.

Other Long-Term Indebtedness

2011 Financing Notes—On June 23, 2011, the Company completed the underwritten public offering of the 2011 Financing Notes, all of which are unsecured. The 2013 Notes were issued at 100% of their principal amount, will mature on June 21, 2013 and accrue interest at a floating rate equal to three-month LIBOR plus 0.25% per year. The 2014 Notes were issued at 99.918% of their principal amount, will mature on June 23, 2014 and accrue interest at the rate of 1.3% per year. The 2016 Notes were issued at 99.84% of their principal amount, will mature on June 23, 2016 and accrue interest at the rate of 2.3% per year. The 2021 Notes were issued at 99.975% of their principal amount, will mature on June 23, 2021 and accrue interest at the rate of 3.9% per year. The net proceeds from the 2011 Financing Notes offering, after deducting expenses and the underwriters' discount, were approximately $1.8 billion and were used to fund a portion of the purchase price for the acquisition of Beckman Coulter. The Company pays interest on the 2013 Notes quarterly in arrears on March 21, June 21, September 21 and December 21 of each year. The Company pays interest on the 2014 Notes, 2016 Notes and 2021 Notes semi-annually in arrears, on June 23 and December 23 of each year.

2019 Notes—In March 2009, the Company completed an underwritten public offering of the 2019 Notes, which were issued at 99.93% of their principal amount, will mature on March 1, 2019 and accrue interest at the rate of 5.4% per annum. The net proceeds, after expenses and the underwriters' discount, were approximately $745 million. A portion of the net proceeds were used to repay a portion of the Company's outstanding commercial paper and the balance was used for general corporate purposes, including acquisitions. The Company pays interest on the 2019 Notes semi-annually in arrears, on March 1 and September 1 of each year.

2018 Notes—In December 2007, the Company completed an underwritten public offering of the 2018 Notes, which were issued at 99.39% of their principal amount, will mature on January 15, 2018 and accrue interest at the rate of 5.625% per annum. The net proceeds, after expenses and the underwriters' discount, were approximately $493 million, which were used to repay a portion of the commercial paper issued to finance the acquisition of Tektronix. The Company pays interest on the 2018 Notes semi-annually in arrears, on January 15 and July 15 of each year.

Eurobond Notes—On July 21, 2006, a financing subsidiary of the Company issued the Eurobond Notes in a private placement outside the United States. Payment obligations under these Eurobond Notes are guaranteed by the Company. The net proceeds of the offering, after the deduction of underwriting commissions but prior to the deduction of other issuance costs, were €496 million ($627 million based on exchange rates in effect at the time the offering closed) and were used to pay down a portion of the Company's outstanding commercial paper and for general corporate purposes, including acquisitions.

LYONs—In 2001, the Company issued $830 million (value at maturity) in LYONs. The net proceeds to the Company were $505 million, of which approximately $100 million was used to pay down debt and the balance was used for general corporate purposes, including acquisitions. The LYONs carry a yield to maturity of 2.375% (with contingent interest payable as described below). Holders of the LYONs may convert each $1,000 of principal amount at maturity into 29.0704 shares of the Company's common stock (in the aggregate for all LYONs that were originally issued, approximately 24.0 million shares of the Company's common stock) at any time on or before the maturity date of January 22, 2021. As of December 31, 2011, an aggregate of approximately 10 million shares of the Company's common stock had been issued upon conversion of LYONs. As of December 31, 2011, the accreted value of the outstanding LYONs was lower than the traded market value of the underlying common stock issuable upon conversion. The Company may redeem all or a portion of the LYONs for cash at any time at scheduled redemption prices. Holders had the right to require the Company to purchase all or a portion of the notes for cash and/or Company common stock, at the Company's option, on each of January 22, 2004 and January 22, 2011, which resulted in aggregate notes with an accreted value of approximately $1 million being redeemed by the Company for cash.

Under the terms of the LYONs, the Company will pay contingent interest to the holders of LYONs during any six month period from January 23 to July 22 and from July 23 to January 22 if the average market price of a LYON for a specified measurement period equals 120% or more of the sum of the issue price and accrued original issue discount for such LYON. The amount of contingent interest to be paid with respect to any quarterly period is equal to the higher of either 0.0315% of the bonds' average market price during the specified measurement period or the amount of the common stock dividend paid during such quarterly period multiplied by the number of shares issuable upon conversion of a LYON. The Company paid approximately $1 million of contingent interest on the LYONs for the year ended December 31, 2011. Except for the contingent interest described above, the Company will not pay interest on the LYONs prior to maturity.

Covenants and Redemption Provisions Applicable to the Notes

The Company may redeem some or all of the 2014 Notes, the 2016 Notes, the 2018 Notes and/or the 2019 Notes at any time by paying the principal amount and a "make-whole" premium, plus accrued and unpaid interest. Prior to March 23, 2021 (three months prior to their maturity date), the Company may redeem some or all of the 2021 Notes by paying the principal amount and a "make-whole" premium, plus accrued and unpaid interest. On or after March 23, 2021, the Company may redeem some or all of the 2021 Notes for their principal amount plus accrued and unpaid interest. If a change of control triggering event occurs with respect to the Notes, each holder of Notes may require the Company to repurchase some or all of its Notes at a purchase price equal to 101% of the principal amount of the Notes, plus accrued interest (100% of the principal amount plus accrued interest in the case of Eurobond Notes). A change of control triggering event means the occurrence of both a change of control and a rating event, each as defined in the applicable supplemental indenture or comparable instrument. Except in connection with a change of control triggering event as described above, the Company does not have any credit rating downgrade triggers that would accelerate the maturity of a material amount of outstanding debt. In addition, the Company may redeem the Eurobond notes upon the occurrence of specified, adverse changes in tax laws, or interpretations under such laws, at a redemption price equal to the principal amount of the notes to be redeemed.

The indentures and comparable instruments pursuant to which the Notes were issued each contain customary covenants including, for example, limits on the incurrence of secured debt and sale/leaseback transactions. None of these covenants are considered restrictive to the Company's operations and as of December 31, 2011, the Company was in compliance with all of its debt covenants.

Beckman Coulter Indebtedness

In connection with the acquisition of Beckman Coulter, the Company also assumed indebtedness with a fair value of $1.6 billion (the "Beckman Coulter Notes"). During the third quarter of 2011, the Company retired substantially all of the Beckman Coulter Notes using proceeds from the issuance of U.S. dollar commercial paper and recorded an approximate $33 million ($21 million, after tax or $0.03 per diluted share) charge to earnings due to "make whole" payments associated with the extinguishment of certain of the Beckman Coulter Notes. The charge to earnings is reflected as loss on early extinguishment of debt in the Consolidated Statement of Earnings.

For additional details regarding the Company's debt as of December 31, 2011 see Note 10 to the Consolidated Financial Statements.

Shelf Registration Statement

The Company has a "well-known seasoned issuer" shelf registration statement on Form S-3 on file with the SEC that registers an indeterminate amount of debt securities, common stock, preferred stock, warrants, depositary shares, purchase contracts and units for future issuance. On June 21, 2011, the Company used this shelf registration statement to complete the underwritten public offering of 19,250,000 shares of Danaher common stock at a price to the public of $51.75 per share. The net proceeds, after deducting expenses and the underwriters' discount, were approximately $966 million and were used to fund a portion of the purchase price for Beckman Coulter. On June 23, 2011, the Company also used this shelf registration statement to complete the underwritten public offering of the 2011 Financing Notes.

The Company expects to use the net proceeds from future securities sales off this shelf registration statement for general corporate purposes. These purposes may include, but are not limited to, reduction or refinancing of debt or other corporate obligations; acquisitions; capital expenditures; share repurchases and dividends; and working capital.

Stock Repurchase Program

On May 11, 2010, the Company's Board of Directors authorized the repurchase of up to 20 million shares of the Company's common stock from time to time on the open market or in privately negotiated transactions. There is no expiration date for the Company's repurchase program. The timing and amount of any shares repurchased will be determined by the Company's management based on its evaluation of market conditions and other factors. The repurchase program may be suspended or discontinued at any time. Any repurchased shares will be available for use in connection with the Company's equity compensation plans (or any successor plans) and for other corporate purposes.

Neither the Company nor any "affiliated purchaser" repurchased any shares of Company common stock during 2011 or 2010. As of December 31, 2011, 20 million shares remained available for repurchase pursuant to this program. The Company expects to fund any future repurchases using the Company's available cash balances or proceeds from the issuance of commercial paper.

Dividends

The Company declared a regular dividend of $0.025 per share that was paid on January 27, 2012 to holders of record on December 30, 2011. Aggregate cash payments for dividends during 2011 were approximately $61 million.

Cash and Cash Requirements

As of December 31, 2011, the Company held $537 million of cash and cash equivalents that were invested in highly liquid investment grade debt instruments with a maturity of 90 days or less with an average weighted annual interest rate of 0.2%. $14 million of this amount was held within the United States and $523 million was held outside of the United States. The Company will continue to have cash requirements to support working capital needs, capital expenditures and acquisitions, to pay interest and service debt, pay taxes, fund its restructuring activities and pension plans as required, pay dividends to shareholders and repurchase shares of the Company's common stock. The Company generally intends to use available cash and internally generated funds to meet these cash requirements, but in the event that additional liquidity is required, particularly in connection with acquisitions, the Company may also borrow under its commercial paper program or the Credit Facility, enter into new credit facilities and either borrow directly thereunder or use such credit facilities to backstop additional borrowing capacity under its commercial paper program and/or access the capital markets as needed. We also may from time to time access the capital markets to take advantage of favorable interest rate environments or other market conditions.

While repatriation of some cash held outside the United States may be restricted by local laws, most of the foreign balances could be repatriated to the United States but, under current law, could be subject to U.S. federal income taxes, less applicable foreign tax credits. For most of its foreign subsidiaries, the Company makes an election regarding the amount of earnings intended for indefinite reinvestment, with the balance available to be repatriated to the United States. A deferred tax liability has been accrued for the funds that are intended to be repatriated to the United States. No provisions for U.S. income taxes have been made with respect to earnings that are planned to be reinvested indefinitely outside the United States, and the amount of U.S. income taxes that may be applicable to such earnings is not readily determinable given the various tax planning alternatives the Company could employ if it repatriated these earnings. The cash that our foreign subsidiaries hold for indefinite reinvestment is generally used to finance foreign operations and investments, including acquisitions. As of December 31, 2011 and 2010, the total amount of earnings planned to be reinvested indefinitely outside the United States for which deferred taxes have not been provided was approximately $7.8 billion and $6.5 billion, respectively. As of December 31, 2011, management believes that is has sufficient liquidity to satisfy its cash needs, including its cash needs in the United States.

During 2011, the Company contributed approximately $132 million to its U.S. defined benefit pension plan and approximately $45 million to its non-U.S. defined benefit pension plans. During 2012, the Company's cash contribution requirements for its U.S. plan are not expected to be significant. The Company's cash contribution requirements for its non-U.S. plans are expected to be approximately $50 million, although the ultimate amounts to be contributed to the U.S. and non-U.S. plans depend upon, among other things, legal requirements, underlying asset returns, the plan's funded status, the anticipated tax deductibility of the contribution, local practices, market conditions, interest rates and other factors .

Contractual Obligations

The following table sets forth, by period due or year of expected expiration, as applicable, a summary of the Company's contractual obligations relating to continuing operations as of December 31, 2011 under (1) long-term debt obligations, (2) leases, (3) purchase obligations and (4) other long-term liabilities reflected on the Company's balance sheet under GAAP. The amounts presented in the table below do not reflect $488 million of gross unrecognized tax benefits, the timing of which is uncertain. Refer to Note 15 to the Consolidated Financial Statements for additional information on unrecognized tax benefits.

	Total	Less Than One Year	1-3 Years	3-5 Years	More Than 5 Years
			($ in millions)		
Debt & Leases:					
Long-Term Debt Obligations (a)(b)	$ 5,256.5	$ 90.4	$ 1,429.2	$ 1,505.4	$ 2,231.5
Capital Lease Obligations (b)	48.7	8.0	13.2	8.1	19.4
Total Long-Term Debt	5,305.2	98.4	1,442.4	1,513.5	2,250.9
Interest Payments on Long-Term Debt and Capital Lease Obligations (c)	955.4	151.8	260.9	212.0	330.7
Operating Lease Obligations (d)	780.2	195.3	279.9	170.8	134.2
Other:					
Purchase Obligations (e)	959.5	859.2	56.4	43.7	0.2
Other Long-Term Liabilities Reflected on the Company's Balance Sheet Under GAAP (f)	3, 036.0	—	656.9	626.8	1,752.3
Total	$ 11,036.3	$ 1,304.7	$ 2,696.5	$ 2,566.8	$ 4,468.3

(a) As described in Note 10 to the Consolidated Financial Statements.

(b) Amounts do not include interest payments. Interest on long-term debt and capital lease obligations is reflected in a separate line in the table.

(c) Interest payments on long-term debt are projected for future periods using the interest rates in effect as of December 31, 2011. Certain of these projected interest payments may differ in the future based on changes in market interest rates.
(d) As described in Note 13 to the Consolidated Financial Statements, certain leases require us to pay real estate taxes, insurance, maintenance and other operating expenses associated with the leased premises. These future costs are not included in the schedule above.
(e) Consist of agreements to purchase goods or services that are enforceable and legally binding on the Company and that specify all significant terms, including fixed or minimum quantities to be purchased; fixed, minimum or variable price provisions; and the approximate timing of the transaction.
(f) Primarily consist of obligations under product service and warranty policies and allowances, performance and operating cost guarantees, estimated environmental remediation costs, self-insurance and litigation claims, post-retirement benefits, pension obligations, deferred tax liabilities (excluding unrecognized tax benefits) and deferred compensation obligations. The timing of cash flows associated with these obligations is based upon management's estimates over the terms of these arrangements and is largely based upon historical experience.

Off-Balance Sheet Arrangements

The following table sets forth, by period due or year of expected expiration, as applicable, a summary of off-balance sheet commercial commitments of the Company related to continuing operations as of December 31, 2011.

		Amount of Commitment Expiration per Period			
($ in millions)	Total Amounts Committed	Less Than One Year	1-3 Years	4-5 Years	More Than 5 Years
Guarantees	$ 330.0	$ 242.8	$ 69.0	$ 11.8	$ 6.4

Guarantees consist primarily of outstanding standby letters of credit, bank guarantees and performance and bid bonds. These guarantees have been provided in connection with certain arrangements with vendors, customers, financing counterparties and governmental entities to secure the Company's obligations and/or performance requirements related to specific transactions.

Other Off-Balance Sheet Arrangements

The Company has from time to time divested certain of its businesses and assets. In connection with these divestitures, the Company often provides representations, warranties and/or indemnities to cover various risks and unknown liabilities, such as claims for damages arising out of the use of products or relating to intellectual property matters, commercial disputes, environmental matters or tax matters. The Company has not included any such items in the contractual obligations table above because they relate to unknown conditions and the Company cannot estimate the potential liabilities from such matters, but the Company does not believe it is reasonably possible that any such liability will have a material effect on the Company's financial statements. In addition, as a result of these divestitures, as well as restructuring activities, certain properties leased by the Company have been sublet to third parties. In the event any of these third parties vacates any of these premises, the Company would be legally obligated under master lease arrangements. The Company believes that the financial risk of default by such sub-lessors is individually and in the aggregate not material to the Company's financial statements.

In the normal course of business, the Company periodically enters into agreements that require it to indemnify customers, suppliers or other business partners for specific risks, such as claims for injury or property damage arising out of the Company's products or claims alleging that Company products infringe third-party intellectual property. The Company has not included any such indemnification provisions in the contractual commitments table above. Historically, the Company has not experienced significant losses on these types of indemnification obligations.

The Company's Restated Certificate of Incorporation requires it to indemnify to the full extent authorized or permitted by law any person made, or threatened to be made a party to any action or proceeding by reason of his or her service as a director or officer of the Company, or by reason of serving at the request of the Company as a director or officer of any other entity, subject to limited exceptions. Danaher's Amended and Restated By-laws provide for similar indemnification rights. In addition, Danaher has executed with each director and executive officer of Danaher Corporation an indemnification agreement which provides for substantially similar indemnification rights and under which Danaher has agreed to pay expenses in advance of the final disposition of any such indemnifiable proceeding. While the Company maintains insurance for this type of liability, a significant deductible applies to this coverage and any such liability could exceed the amount of the insurance coverage.

Legal Proceedings

Please refer to Note 14 to the Consolidated Financial Statements included in this Annual Report for information regarding certain litigation matters.

In addition to the litigation matters noted under "Item 1. Business – Regulatory Matters – Environmental, Health & Safety", the Company is, from time to time, subject to a variety of litigation and similar proceedings incidental to its business (or the business operations of previously owned entities). These lawsuits primarily involve claims for damages arising out of the use of the Company's products and services and claims relating to intellectual property matters, employment matters, tax matters, commercial disputes, competition and sales and trading practices, personal injury and insurance coverage. The Company may also become subject to lawsuits as a result of past or future acquisitions or as a result of liabilities retained from, or representations, warranties or indemnities provided in connection with, divested businesses. Some of these lawsuits may include claims for punitive and consequential, as well as compensatory damages. Based upon the Company's experience, current information and applicable law, it does not believe that these proceedings and claims will have a material effect on its financial statements.

While the Company maintains general, products, property, workers' compensation, automobile, cargo, aviation, crime, fiduciary and directors' and officers' liability insurance (and has acquired rights under similar policies in connection with certain acquisitions) up to certain limits that cover certain of these claims, this insurance may be insufficient or unavailable to cover such losses. For general and products liability and most other insured risks, the Company purchases outside insurance coverage only for severe losses ("stop loss" insurance) and must establish and maintain reserves with respect to amounts within the self-insured retention. In addition, while the Company believes it is entitled to indemnification from third parties for some of these claims, these rights may also be insufficient or unavailable to cover such losses.

The Company recognizes a liability for any contingency that is probable of occurrence and reasonably estimable. The Company periodically assesses the likelihood of adverse judgments or outcomes for these matters, as well as amounts or ranges of probable losses, and if appropriate recognizes a reserve for these contingencies. These reserves consist of specific reserves for individual claims and additional amounts for anticipated developments of these claims as well as for incurred but not yet reported claims. The specific reserves for individual known claims are quantified with the assistance of legal counsel and outside risk insurance professionals where appropriate. In addition, outside risk insurance professionals assist in the determination of reserves for incurred but not yet reported claims through evaluation of the Company's specific loss history, actual claims reported, and industry trends among statistical and other factors. Reserve estimates are adjusted as additional information regarding a claim becomes known. Because most contingencies are resolved over long periods of time, liabilities may change in the future due to new developments (including litigation developments, the discovery of new facts, changes in legislation and outcomes of similar cases), changes in assumptions or changes in our settlement strategy. While the Company actively pursues financial recoveries from insurance providers, it does not recognize any recoveries until realized or until such time as a sustained pattern of collections is established related to historical matters of a similar nature and magnitude. If the Company's self-insurance and litigation reserves prove inadequate, it would be required to incur an expense equal to the amount of the loss incurred in excess of the reserves, which would adversely affect the Company's net earnings. Please see Note 9 to the Consolidated Financial Statements for information about the amount of our accruals for self-insurance and litigation liability.

For a discussion of additional risks related to legal proceedings, please refer to "Item 1A. Risk Factors."

CRITICAL ACCOUNTING ESTIMATES

Management's discussion and analysis of the Company's financial condition and results of operations are based upon the Company's Consolidated Financial Statements, which have been prepared in accordance with accounting principles generally accepted in the United States. The preparation of these financial statements requires management to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses, and related disclosure of contingent assets and liabilities. The Company bases these estimates and judgments on historical experience, the current economic environment and on various other assumptions that are believed to be reasonable under the circumstances. Actual results may differ from these estimates and judgments.

The Company believes the following accounting estimates are most critical to an understanding of its financial statements. Estimates are considered to be critical if they meet both of the following criteria: (1) the estimate requires assumptions about material matters that are uncertain at the time the estimate is made, and (2) material changes in the estimate are reasonably likely from period to period. For a detailed discussion on the application of these and other accounting estimates, refer to Note 1 in the Company's Consolidated Financial Statements.

Accounts Receivable. The Company maintains allowances for doubtful accounts to reflect probable credit losses inherent in its portfolio of receivables. Determination of the allowances requires management to exercise judgment about the timing, frequency and severity of credit losses that could materially affect the allowances for doubtful accounts and, therefore, net income. The allowances for doubtful accounts represent management's best estimate of the credit losses expected from the Company's trade accounts, contract and finance receivable portfolios based on ongoing assessments and evaluations of collectability and historical loss experience. The level of the allowances is based on many quantitative and qualitative factors including historical loss experience by receivable type, portfolio duration, delinquency trends, economic conditions and credit risk quality. The Company regularly performs detailed reviews of its accounts receivable portfolio to determine if an impairment has occurred and to assess the adequacy of the allowances. Additions to the allowances for doubtful accounts are charged to current period earnings; amounts determined to be uncollectible are charged directly against the allowances, while amounts recovered on accounts previously determined to be uncollectible increase the allowances. If the financial condition of the Company's customers were to deteriorate resulting in an impairment of their ability to make payments, additional allowances would be required and net earnings would be adversely impacted.

Inventories. The Company records inventory at the lower of cost or market value. The Company estimates the market value of its inventory based on assumptions for future demand and related pricing. Estimating the market value of inventory is inherently uncertain because levels of demand, technological advances and pricing competition in many of the Company's markets can fluctuate significantly from period to period due to circumstances beyond the Company's control. As a result, such fluctuations can be difficult to predict. If actual market conditions are less favorable than those projected by management, the Company could be required to reduce the value of its inventory, which would adversely impact the Company's net earnings and financial condition.

Acquired Intangibles. The Company's business acquisitions typically result in the recognition of goodwill and other intangible assets, which affect the amount of future period amortization expense and possible impairment charges that the Company may incur. The Company does not amortize goodwill but does amortize certain identifiable intangible assets, primarily customer relationships and acquired technology, over the estimated useful life of the identified asset. On an annual basis (the first day of the Company's fiscal fourth quarter) the Company estimates the fair value of each of its reporting units and compares the estimated fair value of each reporting unit to its carrying value. If the estimated fair value of the reporting unit is less than its carrying value, the Company must perform additional analysis to determine if the reporting unit's goodwill has been impaired. If circumstances or events prior to the date of the required annual assessment indicate that, in management's judgment, it is more likely than not that there has been diminution of fair value of a reporting unit below its carrying value, the Company performs an impairment analysis at the time of such circumstance or event. The Company estimates the fair value of its reporting units primarily using a market based approach. The Company estimates fair value based on earnings before interest, taxes depreciation and amortization ("EBITDA") multiples determined by current trading market multiples of earnings for companies operating in businesses similar to each of the Company's reporting units in addition to market available precedent transactions of comparable businesses. In evaluating the estimates derived by the market based approach, management assesses the relevance and reliability of the multiples by considering factors unique to its reporting units, including operating results, business plans, economic projections, anticipated future cash flows, and transactions and marketplace data. In certain circumstances the Company also estimates fair value utilizing a discounted cash flow analysis (i.e., an income approach) in order to validate the results of the market approach. Once completed, the results of the income and market approaches are reconciled and compared. The discounted cash flow model requires judgmental assumptions about projected revenue growth, future operating margins, discount rates and terminal values. There are inherent uncertainties related to these assumptions and management's judgment in applying them to the analysis of goodwill impairment. While the Company believes it has made reasonable estimates and assumptions to calculate the fair value of its reporting units, if actual results are not consistent with management's estimates and assumptions, goodwill and other intangible assets may be overstated and a charge would need to be taken against net earnings.

As of December 31, 2011, the Company had 28 reporting units for goodwill impairment testing. The carrying value of the goodwill included in each individual reporting unit ranges from approximately $7 million to approximately $3.7 billion. The Company's annual goodwill impairment analysis in 2011 indicated that in all instances, the fair value of the Company's reporting units exceeded their carrying values and consequently did not result in an impairment charge. The excess of the estimated fair value over carrying value (expressed as a percentage of carrying value for the respective reporting unit) for each of the Company's reporting units as of the annual testing date ranged from approximately 11% to approximately 560%. In order to evaluate the sensitivity of the fair value calculations used in the goodwill impairment test, the Company applied a hypothetical 10% decrease to the fair values of each reporting unit and compared those values to the reporting unit carrying values. Based on this hypothetical 10% decrease, the excess of the estimated fair value over carrying value (expressed as a percentage of carrying value for the respective reporting unit) for each of the Company's reporting units ranged from approximately zero to approximately 494%. Reporting units resulting from recent acquisitions generally present the highest risk of impairment. Management believes the impairment risk associated with these reporting units decreases as these businesses are integrated into the Company and better positioned for potential future earnings growth.

Contingent Liabilities. As discussed above under "—Legal Proceedings", the Company is, from time to time, subject to a variety of litigation and similar contingent liabilities incidental to its business (or the business operations of previously owned entities). The Company recognizes a liability for any contingency that is probable of occurrence and reasonably estimable. These assessments require judgments concerning matters such as litigation developments and outcomes, the anticipated outcome of negotiations, the number of future claims and the cost of both pending and future claims. In addition, because most contingencies are resolved over long periods of time, liabilities may change in the future due to various factors, including those discussed above under "—Legal Proceedings". If the reserves established by the Company with respect to these contingent liabilities are inadequate, the Company would be required to incur an expense equal to the amount of the loss incurred in excess of the reserves, which would adversely affect the Company's net earnings.

Revenue Recognition: The Company derives revenues from the sale of products and services. For revenue related to a product or service to qualify for recognition, there must be persuasive evidence of a sale, delivery must have occurred or the services must have been rendered, the price to the customer must be fixed and determinable and collectability of the balance must be reasonably assured. Refer to Note 1 to the Company's Consolidated Financial Statements for a description of the Company's revenue recognition policies. Although most of the Company's sales agreements contain standard terms and conditions, certain agreements contain multiple elements or non-standard terms and conditions. As a result, judgment is sometimes required to determine the appropriate accounting, including whether the deliverables specified in these agreements should be treated as separate units of accounting for sales recognition purposes, and, if so, how the sales price should be allocated among the elements and when to recognize sales for each element. For fiscal 2011 and future periods, revenues for contractual arrangements consisting of multiple elements (i.e. deliverables) are recognized for the separate elements when the product or services that are part of the multiple element arrangement have value on a stand-alone basis and, in arrangements that include a general right of refund relative to the delivered element, performance of the undelivered element is considered probable and substantially in the Company's control. The Company allocates revenue to each element in the contractual arrangement based on a selling price hierarchy that, in some instances, may require the Company to estimate the selling price of certain deliverables that are not sold on a stand-alone basis or where third party evidence of pricing is not observable. The Company's estimate of selling price impacts the amount and timing of revenue recognized in multiple element arrangements. For transactions entered into prior to fiscal year 2011, revenue for arrangements with multiple elements is recognized for the separate elements when the product or services that are part of the multiple element arrangement have value on a stand-alone basis, fair value of the separate elements exists (or in the case of software related products, vendor specific objective evidence of fair value) and, in arrangements that include a general right of refund relative to the delivered element, performance of the undelivered element is considered probable and substantially in the Company's control. A portion of the Company's revenues relate to lease payment arrangements, which require the Company to evaluate whether to account for the arrangement as an operating or sales type lease. Certain of the Company's lease contracts are customized for larger customers and often result in complex terms and conditions that typically require significant judgment in applying the lease accounting criteria.

Stock-Based Compensation: The Company accounts for stock-based compensation by measuring the cost of employee services received in exchange for all equity awards granted, including stock options, restricted stock units ("RSUs") and restricted shares, based on the fair value of the award as of the grant date. For a discussion of the Company's stock-based compensation accounting practices, refer Note 17 to the Company's Consolidated Financial Statements. Determining the appropriate fair value model and calculating the fair value of stock-based payment awards require the input of subjective assumptions, including the expected life of the awards and stock price volatility. The assumptions used in calculating the fair value of stock-based payment awards represent the Company's best estimates, but these estimates involve inherent uncertainties and the application of management judgment. As a result, if factors change and the Company uses different assumptions, the Company's equity-based compensation expense could be materially different in the future. In addition, the Company is required to estimate the expected forfeiture rate and recognize expense only for those shares expected to vest. If the Company's actual forfeiture rate during a reporting period is materially different than its estimate, the Company's earnings may be significantly impacted as the Company records the effect of actual experience in the period it occurs.

Pension and Other Postretirement Benefits: Certain of the Company's employees and retired employees are covered by defined benefit pension plans ("pension plans") and certain eligible retirees are entitled to health care and life insurance benefits under postretirement benefit plans ("postretirement plans"). The Company measures its pension and post retirement plans' assets and obligations as of the end of each year to determine the funded status of each plan. The Company recognizes an asset for a plan's overfunded status or a liability for a plan's underfunded status in its balance sheet. Changes in the funded status of the plans are recognized in the year in which the changes occur and are reported in comprehensive income. Accounting standards require that the amounts the Company records, including the expense or income, associated with the pension and postretirement plans be computed using actuarial valuations.

Calculations of the amount of pension and other postretirement benefit costs and obligations depend on the assumptions used in the actuarial valuations, including assumptions regarding discount rates, expected return on plan assets, rates of salary increases, health care cost trend rates, mortality rates, and other factors. While the Company believes that the assumptions used in calculating its pension and other postretirement benefits costs and obligations are appropriate, changes in the assumptions (as a result of differences in actual experience, changes in key economic indicators or other factors) may affect the Company's financial position or results of operations. A 50 basis point reduction in the discount rates used for the plans would have increased the U.S. net obligation by $125 million ($78 million on an after tax basis) and the non-U.S. net obligation by $77 million ($58 million on an after tax basis) from the amounts recorded in the financial statements at December 31, 2011.

For 2011, the expected long-term rate of return assumption applicable to assets held in the U.S. plan has been estimated at 8%. This expected rate of return reflects the asset allocation of the plan and the expected long-term returns on equity and debt investments included in plan assets. The U.S. plan targets to invest between 60% and 70% of its assets in equity portfolios which are invested in funds that are expected to mirror broad market returns for equity securities or in assets with characteristics similar to equity investments. The balance of the asset portfolio is generally invested in corporate bonds and bond index funds. If the expected long-term rate of return on plan assets for 2011 was reduced by 50 basis points, pension expense for the U.S. and non-U.S. plans for 2011 would have increased $8 million (or $5 million on an after-tax basis). The Company intends to use an expected long-term rate of return assumption of 7.5% for 2012 for its U.S. plan. The Company's non-U.S. plan assets consist of various insurance contracts, equity and debt securities as determined by the administrator of each plan. The estimated long-term rate of return for the non-U.S. plans was determined on a plan by plan basis based on the nature of the plan assets and ranged from 1.25% to 7.90%.

For a discussion of the Company's 2011 and anticipated 2012 defined benefit pension plan contributions, please see "Liquidity and Capital Resources —Cash and Cash Requirements".

Income Taxes: The Company's income tax expense represents the current tax liability for the year and the tax benefit or expense for the net change in deferred tax liabilities and assets during the year. Deferred tax liabilities and assets are determined based on the difference between the financial statement and tax basis of assets and liabilities using enacted rates expected to be in effect during the year in which the differences reverse. Deferred tax assets generally represent items that can be used as a tax deduction or credit in the Company's tax return in future years for which the tax benefit has already been reflected on the Company's Consolidated Statement of Earnings. The Company establishes valuation allowances for its deferred tax assets if it is more likely than not that some or all of the deferred tax asset will not be realized. Judgment is required in estimating valuation allowances. The determination of the amount of valuation allowance to be provided on recorded deferred tax assets involves estimates regarding: (1) the timing and amount of the reversal of taxable temporary differences, (2) expected future taxable income, and (3) the impact of tax planning strategies, and can also be impacted by changes to tax laws. Deferred tax liabilities generally represent items that have already been taken as a deduction on the Company's tax return but have not yet been recognized as an expense in the Company's Consolidated Statements of Earnings. The effect on deferred tax assets and liabilities due to a change in tax rates is recognized in income tax expense in the period that includes the enactment date.

The Company accounts for uncertain tax positions by recognizing the financial statement effects of a tax position only when, based upon the technical merits, it is "more-likely-than-not" that the position will be sustained upon examination. Judgment is required in evaluating tax positions and determining income tax provisions. The Company generally re-evaluates the technical merits of its tax positions and recognizes an uncertain tax benefit when: (i) there is completion of tax audit; (ii) there is a change in applicable tax law including a tax case ruling or legislative guidance; or (iii) there is an expiration of the statute of limitations.

An increase in our nominal tax rate of 1.0% would have resulted in an additional income tax provision for the fiscal year ended December 31, 2011 of approximately $25 million.

New Accounting Standards

In September 2011, updated accounting guidance was issued requiring additional disclosures about an employer's participation in multiemployer retirement benefit plans. The amended disclosures, which are to be applied retrospectively for all prior periods presented, are effective for annual periods for fiscal years ending after December 15, 2011, with early adoption permitted. As the new guidance is related to disclosure only, the adoption of this guidance did not have a material effect on the Company's results of operations, financial position or cash flows.

In September 2011, updated accounting guidance was issued which allows entities to perform a qualitative assessment on goodwill impairment to determine whether it is more likely than not (defined as having a likelihood of more than 50 percent) that the fair value of a reporting unit is less than its carrying amount as a basis for determining whether it is necessary to perform the two-step goodwill impairment test. This guidance is effective for goodwill impairment tests performed in interim and annual periods for fiscal years beginning after December 15, 2011, with early adoption permitted. The implementation of this guidance is not expected to have a material impact on the Company's results of operations, financial position or cash flows.

In June 2011, updated accounting guidance was issued which requires entities to present comprehensive income, which is currently presented in the Consolidated Statement of Stockholders' Equity, either as a single continuous statement of comprehensive income or as two separate but consecutive statements. This guidance is effective for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2011, with early adoption permitted. As this new guidance is related to presentation only, the implementation in the first quarter of fiscal year 2012 will not have a material impact on the Company's results of operations, financial position or cash flows.

In May 2011, updated accounting guidance was issued as a result of joint efforts by the Financial Accounting Standards Board and the International Accounting Standards Board to develop a single, converged fair value framework on how to measure fair value and on what disclosures to provide about fair value measurements. The guidance is largely consistent with existing fair value measurement principles and is effective during interim and annual periods beginning after December 15, 2011. The Company's adoption of this guidance in the first quarter of fiscal year 2012 will not have a material impact on the Company's results of operations, financial position or cash flows.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

The information required by this item is included under "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations."

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

Report of Management on Danaher Corporation's Internal Control Over Financial Reporting

The management of the Company is responsible for establishing and maintaining adequate internal control over financial reporting for the Company. Internal control over financial reporting is defined in Rules 13a-15(f) and 15d-15(f) promulgated under the Securities Exchange Act of 1934.

The Company's management assessed the effectiveness of the Company's internal control over financial reporting as of December 31, 2011. In making this assessment, the Company's management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO") in "Internal Control-Integrated Framework". Based on this assessment, management concluded that, as of December 31, 2011, the Company's internal control over financial reporting is effective.

The Company's independent registered public accounting firm has issued an audit report on the effectiveness of the Company's internal control over financial reporting. This report dated February 24, 2012 appears on page 62 of this Form 10-K.

Report of Independent Registered Public Accounting Firm

The Board of Directors of Danaher Corporation:

We have audited Danaher Corporation and subsidiaries' internal control over financial reporting as of December 31, 2011, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (the COSO criteria). Danaher Corporation and subsidiaries' management is responsible for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Report of Management on Danaher Corporation's Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

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

In our opinion, Danaher Corporation and subsidiaries maintained, in all material respects, effective internal control over financial reporting as of December 31, 2011, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of Danaher Corporation and subsidiaries as of December 31, 2011 and 2010, and the related consolidated statements of earnings, stockholders' equity and cash flows for each of the three years in the period ended December 31, 2011 and our report dated February 24, 2012 expressed an unqualified opinion thereon.

/s/ Ernst & Young LLP

McLean, Virginia
February 24, 2012

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Report of Independent Registered Public Accounting Firm

The Board of Directors of Danaher Corporation:

We have audited the accompanying consolidated balance sheets of Danaher Corporation and subsidiaries as of December 31, 2011 and 2010, and the related consolidated statements of earnings, stockholders' equity, and cash flows for each of the three years in the period ended December 31, 2011. Our audits also included the financial statement schedule listed in the Index at Item 15(a). These financial statements and schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements and schedule based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Danaher Corporation and subsidiaries at December 31, 2011 and 2010, and the consolidated results of their operations and their cash flows for each of the three years in the period ended December 31, 2011, in conformity with U.S. generally accepted accounting principles. Also, in our opinion, the related financial statement schedule, when considered in relation to the basic financial statements taken as a whole, presents fairly in all material respects the information set forth therein.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), Danaher Corporation's internal control over financial reporting as of December 31, 2011, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated February 24, 2012 expressed an unqualified opinion thereon.

/s/ Ernst & Young LLP

McLean, Virginia
February 24, 2012

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DANAHER CORPORATION AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
($ and shares in thousands)

	As of December 31	
	2011	**2010**
ASSETS		
Current Assets:		
Cash and equivalents	$ 537,001	$ 1,632,980
Trade accounts receivable, less allowance for doubtful accounts of $117,397 and $111,707, respectively	3,049,895	2,097,974
Inventories	1,781,352	1,165,623
Prepaid expenses and other current assets	904,109	1,168,878
Total current assets	6,272,357	6,065,455
Property, plant and equipment, net	2,100,990	1,129,781
Investment in joint venture	521,882	511,283
Other assets	739,686	809,136
Goodwill	14,474,323	10,393,738
Other intangible assets, net	5,840,209	3,307,737
Total assets	$29,949,447	$22,217,130
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current Liabilities:		
Notes payable and current portion of long-term debt	$ 98,392	$ 40,761
Trade accounts payable	1,422,438	1,124,821
Accrued expenses and other liabilities	2,651,198	2,155,120
Total current liabilities	4,172,028	3,320,702
Other long-term liabilities	3,598,851	2,339,755
Long-term debt	5,206,800	2,783,907
Stockholders' equity:		
Common stock - $0.01 par value, 1 billion shares authorized; 761,067 and 729,516 issued; 687,730 and 656,360 outstanding, respectively	7,611	7,295
Additional paid-in capital	3,877,240	2,412,401
Retained earnings	13,056,869	10,945,928
Accumulated other comprehensive income (loss)	(36,937)	345,386
Total Danaher stockholders' equity	16,904,783	13,711,010
Non-controlling interest	66,985	61,756
Total stockholders' equity	16,971,768	13,772,766
Total liabilities and stockholders' equity	$29,949,447	$22,217,130

See the accompanying Notes to the Consolidated Financial Statements.

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DANAHER CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF EARNINGS
($ in thousands, except per share data)

	Year Ended December 31		
	2011	**2010**	**2009**
Sales	$ 16,090,540	$ 12,550,033	$ 10,516,681
Cost of sales	(7,913,876)	(6,145,509)	(5,446,584)
Gross profit	8,176,664	6,404,524	5,070,097
Operating costs and other:			
Selling, general and administrative expenses	(4,607,692)	(3,603,658)	(3,115,265)
Research and development expenses	(1,018,526)	(774,014)	(600,268)
Earnings from unconsolidated joint venture	66,780	22,768	—
Other income	—	—	85,118
Operating profit	2,617,226	2,049,620	1,439,682
Non-operating income (expense):			
Gain on contribution of businesses to joint venture	—	291,037	—
Loss on early extinguishment of debt	(32,887)	—	—
Interest expense	(141,637)	(117,167)	(118,654)
Interest income	5,147	6,069	5,034
Earnings from continuing operations before income taxes	2,447,849	2,229,559	1,326,062
Income taxes	(512,562)	(511,376)	(239,018)
Net earnings from continuing operations	1,935,287	1,718,183	1,087,044
Earnings from discontinued operations, net of income taxes	236,977	74,817	64,660
Net earnings	$ 2,172,264	$ 1,793,000	$ 1,151,704
Net earnings per share from continuing operations:			
Basic	$ 2.86	$ 2.63	$ 1.69
Diluted	$ 2.77	$ 2.53	$ 1.63
Net earnings per share from discontinued operations:			
Basic	$ 0.35	$ 0.11	$ 0.10
Diluted	$ 0.34	$ 0.11	$ 0.10
Net earnings per share:			
Basic	$ 3.21	$ 2.74	$ 1.80*
Diluted	$ 3.11	$ 2.64	$ 1.73
Average common stock and common equivalent shares outstanding:			
Basic	676,169	653,194	641,530
Diluted	701,191	683,275	671,484

* Net earnings per share amount does not add due to rounding.

See the accompanying Notes to the Consolidated Financial Statements.

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DANAHER CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
($ in thousands)

	Year Ended December 31		
	2011	**2010**	**2009**
Cash flows from operating activities:			
Net earnings	$ 2,172,264	$ 1,793,000	$ 1,151,704
Less earnings from discontinued operations, net of income taxes	236,977	74,817	64,660
Net earnings from continuing operations	1,935,287	1,718,183	1,087,044
Non-cash items:			
Depreciation	350,660	189,670	175,365
Amortization	284,274	198,592	156,427
Stock compensation expense	95,603	88,122	87,350
Earnings from unconsolidated joint venture, net of cash dividends received	(18,413)	(22,768)	—
Pre-tax gain on contribution of businesses to joint venture	—	(291,037)	—
Consideration received in shares	—	—	(84,749)
Change in deferred income taxes	271,395	37,632	(156,210)
Change in trade accounts receivable, net	(135,279)	(250,946)	103,311
Change in inventories	162,019	(161,699)	197,572
Change in trade accounts payable	36,602	217,230	(86,581)
Change in prepaid expenses and other assets	(111,010)	67,550	137,026
Change in accrued expenses and other liabilities	(139,102)	228,169	106,283
Total operating cash provided by continuing operations	2,732,036	2,018,698	1,722,838
Total operating cash (used in) provided by discontinued operations	(105,769)	65,653	77,996
Net cash provided by operating activities	2,626,267	2,084,351	1,800,834
Cash flows from investing activities:			
Payments for additions to property, plant and equipment	(334,471)	(191,110)	(175,438)
Proceeds from disposals of property, plant and equipment	8,645	1,551	5,015
Proceeds from contribution of businesses to joint venture and other	14,770	56,542	—
Cash paid for acquisitions	(6,210,837)	(2,129,652)	(703,511)
Cash paid for other investments	—	—	(66,768)
Proceeds from divestitures	—	—	9,795
Total investing cash used in continuing operations	(6,521,893)	(2,262,669)	(930,907)
Total investing cash used in discontinued operations	(5,466)	(26,210)	(12,034)
Proceeds from sale of discontinued operations	680,105	—	—
Net cash used in investing activities	(5,847,254)	(2,288,879)	(942,941)
Cash flows from financing activities:			
Proceeds from issuance of common stock	1,112,551	178,406	174,233
Payment of dividends	(61,323)	(52,214)	(41,717)
Net proceeds (repayments) of borrowings (maturities of 90 days or less)	854,022	—	(445,711)
Proceeds of borrowings (maturities longer than 90 days)	1,785,763	—	744,615
Repayments of borrowings (maturities longer than 90 days)	(1,602,379)	(9,388)	(24,188)
Net cash provided by financing activities	2,088,634	116,804	407,232
Effect of exchange rate changes on cash and equivalents	36,374	(1,216)	63,941
Net change in cash and equivalents	(1,095,979)	(88,940)	1,329,066
Beginning balance of cash and equivalents	1,632,980	1,721,920	392,854
Ending balance of cash and equivalents	$ 537,001	$ 1,632,980	$ 1,721,920

See the accompanying Notes to the Consolidated Financial Statements.

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DANAHER CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY

($ and shares in thousands)	Common Stock Shares	Common Stock Amount	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Non-Controlling Interests	Comprehensive Income
Balance, January 1, 2009	354,487	$3,544	$ 1,812,963	$ 8,095,155	$ (103,100)	$ —	
Net earnings for the year	—	—	—	1,151,704	—	—	$ 1,151,704
Dividends declared	—	—	—	(41,717)	—	—	—
Common stock based award activity	4,435	45	261,538	—	—	—	—
Unrealized gain on available-for-sale securities (net of tax)	—	—	—	—	54,342	—	54,342
Unrecognized pension and postretirement plan benefits (net of tax)	—	—	—	—	22,469	—	22,469
Increase from translation of foreign financial statements	—	—	—	—	373,233	—	373,233
Balance, December 31, 2009	358,922	$3,589	$ 2,074,501	$ 9,205,142	$ 346,944	$ —	$ 1,601,748
Net earnings for the year	—	—	—	1,793,000	—	—	1,793,000
Dividends declared	—	—	—	(52,214)	—	—	—
Common stock based award activity	6,023	60	266,444	—	—	—	—
Stock dividend	362,196	3,622	(3,622)	—	—	—	—
Common stock issued in connection with LYONs' conversions	2,375	24	75,078	—	—	—	—
Unrealized gain on available-for-sale securities (net of tax)	—	—	—	—	24,632	—	24,632
Unrecognized pension and postretirement plan costs (net of tax)	—	—	—	—	(26,797)	—	(26,797)
Increase from translation of foreign financial statements	—	—	—	—	607	—	607
Non-controlling interest acquired	—	—	—	—	—	61,756	—
Balance, December 31, 2010	729,516	$7,295	$ 2,412,401	$10,945,928	$ 345,386	$ 61,756	$ 1,791,442
Net earnings for the year	—	—	—	2,172,264	—	—	2,172,264
Dividends declared	—	—	—	(61,323)	—	—	—
Common stock issuance	19,250	193	966,302	—	—	—	—
Common stock based award activity	4,827	48	241,532	—	—	—	—
Common stock issued in connection with LYONs' conversions	7,474	75	257,005	—	—	—	—
Unrealized gain on available-for-sale securities (net of tax)	—	—	—	—	15,707	—	15,707
Unrecognized pension and postretirement plan costs (net of tax)	—	—	—	—	(171,217)	—	(171,217)
Decrease from translation of foreign financial statements	—	—	—	—	(226,813)	—	(226,813)
Change in non-controlling interests	—	—	—	—	—	5,229	—
Balance, December 31, 2011	761,067	$7,611	$ 3,877,240	$13,056,869	$ (36,937)	$ 66,985	$ 1,789,941

See the accompanying Notes to the Consolidated Financial Statements.

(1) BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

Business— Danaher Corporation (the "Company") designs, manufactures and markets professional, medical, industrial and commercial products and services, which are characterized by strong brand names, innovative technology and major market positions. The Company operates in five business segments: Test & Measurement, Environmental, Life Sciences & Diagnostics, Dental and Industrial Technologies. The Company's Test & Measurement segment is a leading global provider of electronic measurement instruments and monitoring, management and optimization tools for communications and enterprise networks and related services. The segment's products are used in the design, development, manufacture, installation, deployment and operation of electronics equipment and communications networks and services. Also included in the Test & Measurement segment are the Company's mobile tool and wheel service businesses. The Company's Environmental segment provides products that help protect customers' water supply and air quality and serves two primary markets: water quality and retail/commercial petroleum. The Company's water quality business is a global leader in water quality analysis and treatment, providing instrumentation and disinfection systems to help analyze and manage the quality of ultra pure, potable and waste water in residential, commercial, industrial and natural resource applications. The Company's retail/commercial petroleum business is a leading worldwide provider of products and services for the retail/commercial petroleum market. In the Life Sciences & Diagnostics segment, the Company's diagnostics businesses offer a broad range of analytical instruments, reagents, consumables, software and services that hospitals, physician's offices, reference laboratories and other critical care settings use to diagnose disease and make treatment decisions. The Company's life sciences businesses offer a broad range of research and clinical tools that are used by scientists to study cells and cell components to gain a better understanding of complex biological processes. Pharmaceutical and biotechnology companies, universities, medical schools and research institutions use these tools to study the causes of disease, identify new therapies and test new drugs and vaccines. The Company's Dental segment is a leading worldwide provider of a broad range of equipment, consumables and services for the dental market focused on driving technological innovations that help dental professionals improve clinical outcomes and enhance productivity. The Company's Industrial Technologies segment designs and manufactures components and systems that are typically incorporated by original equipment manufacturers and system integrators for sale into a diverse set of applications and end-markets. The businesses in this segment also provide service and support, including helping customers with integration and installation and providing services to ensure performance and up-time. The Industrial Technologies segment consists of two strategic lines of business, product identification and motion, as well as the sensors and controls, defense and engine retarder businesses.

Accounting Principles—The consolidated financial statements include the accounts of the Company and its subsidiaries. All intercompany balances and transactions have been eliminated upon consolidation. The consolidated financial statements also reflect the impact of non-controlling interests. Non-controlling interests do not have a significant impact on the Company's consolidated results of operations, therefore earnings and earnings per share attributable to non-controlling interests are not presented separately in the Company's Consolidated Statements of Earnings. Earnings attributable to non-controlling interests have been reflected in selling, general and administrative expenses and were insignificant in all periods presented.

Use of Estimates—The preparation of these financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses, and related disclosure of contingent assets and liabilities. The Company bases these estimates on historical experience, the current economic environment and on various other assumptions that are believed to be reasonable under the circumstances. However, uncertainties associated with these estimates exist and actual results may differ from these estimates.

Stock Split—On May 11, 2010, the Company's Board of Directors approved a two-for-one stock split (effected in the form of a dividend by issuing one additional share of common stock for each issued share of common stock) which was paid on June 10, 2010 to stockholders of record at the close of business on May 25, 2010. All prior period share and per share amounts set forth in this report, including earnings per share and the weighted average number of shares outstanding for basic and diluted earnings per share for each respective period, have been adjusted to reflect the stock split.

Cash and Equivalents—The Company considers all highly liquid investments with a maturity of three months or less at the date of purchase to be cash equivalents.

Accounts Receivable and Allowances for Doubtful Accounts—All trade accounts, contract and finance receivables are reported on the accompanying Consolidated Balance Sheet adjusted for any write-offs and net of allowances for doubtful accounts.

The allowances for doubtful accounts represent management's best estimate of the credit losses expected from the Company's trade accounts, contract and finance receivable portfolios. Determination of the allowances requires management to exercise judgment about the timing, frequency and severity of credit losses that could materially affect the provision for credit losses and, therefore, net earnings. The Company regularly performs detailed reviews of its portfolios to determine if an impairment has occurred and evaluates the collectability of receivables based on a combination of various financial and qualitative factors that may affect customers' ability to pay, including customers' financial condition, collateral, debt-servicing ability, past payment experience and credit bureau information. In circumstances where the Company is aware of a specific customer's inability to meet its financial obligations, a specific reserve is recorded against amounts due to reduce the recognized receivable to the amount reasonably expected to be collected. Additions to the allowances for doubtful accounts are charged to current period earnings; amounts determined to be uncollectible are charged directly against the allowances, while amounts recovered on previously written-off accounts increase the allowances. If the financial condition of the Company's customers were to deteriorate, resulting in an impairment of their ability to make payments, additional reserves would be required. The Company does not believe that accounts receivable represent significant concentrations of credit risk because of the diversified portfolio of individual customers and geographical areas. The Company recorded $40 million, $47 million and $43 million in charges associated with doubtful accounts during 2011, 2010 and 2009, respectively.

Included in the Company's trade accounts receivable and other long-term assets as of December 31, 2011 and 2010 are $133 million and $121 million of net aggregate financing receivables, respectively. All financing receivables are evaluated collectively for impairment due to the homogeneous nature of the portfolio. During 2011, the Company reclassified a portion of its allowance for doubtful accounts from current assets to non-current assets to more appropriately reflect the expected realizability of the associated financing receivable within each relevant financial statement caption. The December 31, 2010 Consolidated Balance Sheet has been reclassified to conform with the current year presentation. The reclassification did not have a material impact to the Company's financial statements as a whole, and did not have any impact on the covenants associated with the Company's debt instruments or credit facilities.

Inventory Valuation—Inventories include the costs of material, labor and overhead. Domestic inventories are stated at the lower of cost or market primarily using the first-in, first-out ("FIFO") method with certain businesses applying the last-in, first-out method ("LIFO") to value inventory. Inventories held outside the United States are stated at the lower of cost or market primarily using the FIFO method.

Property, Plant and Equipment—Property, plant and equipment are carried at cost. The provision for depreciation has been computed principally by the straight-line method based on the estimated useful lives of the depreciable assets as follows:

Category	Useful Life
Buildings	30 years
Leased assets and leasehold improvements	Amortized over the lesser of the economic life of the asset or the term of the lease
Machinery and equipment	3 – 10 years
Customer-leased instruments	5 – 7 years

Estimated useful lives are periodically reviewed and, when appropriate, changes are made prospectively.

Investments—Investments over which the Company has a significant influence but not a controlling interest, are accounted for using the equity method of accounting. Equity investments are recorded at the amount of the Company's initial investment and adjusted each period for the Company's share of the investee's income or loss and dividends paid. All equity investments are periodically reviewed to determine if declines in fair value below cost basis are other-than-temporary. Significant and sustained decreases in quoted market prices or a series of historic and projected operating losses by investees are strong indicators of other-than-temporary declines. If the decline in fair value is determined to be other-than-temporary, an impairment loss is recorded and the investment is written down to a new carrying value. Other investments relate to available-for-sale securities and are carried at market value, if readily determinable, or at cost. Unrealized gains or losses on securities classified as available-for-sale are recorded in stockholders' equity as a component of accumulated other comprehensive income (loss).

Other Assets—Other assets include principally, noncurrent trade receivables, non-current deferred tax assets, other investments, and capitalized costs associated with obtaining financings which are amortized over the term of the related debt.

Fair Value of Financial Instruments—The Company's financial instruments consist primarily of cash and cash equivalents, accounts receivable, available-for-sale securities, obligations under trade accounts payable and short and long-term debt. Due to their short-term nature, the carrying values for cash and cash equivalents, accounts receivable and trade accounts payable approximate fair value. Refer to Note 8 for the fair values of the Company's available-for-sale securities and other obligations.

Goodwill and Other Intangible Assets—Goodwill and other intangible assets result from the Company's acquisition of existing businesses. In accordance with accounting standards related to business combinations, goodwill amortization ceased effective January 1, 2002, however, amortization of certain identifiable intangible assets, primarily comprising customer relationships and acquired technology, continues over the estimated useful life of the identified asset. Refer to Notes 2 and 7 for additional information.

Revenue Recognition—As described above, the Company derives revenues primarily from the sale of test and measurement, environmental, life science and diagnostic, dental and industrial products and services. For revenue related to a product or service to qualify for recognition, there must be persuasive evidence of an arrangement with a customer, delivery must have occurred or the services must have been rendered, the price to the customer must be fixed and determinable and collectability of the associated fee must be reasonably assured. The Company's principal terms of sale are FOB Shipping Point and, as such, the Company primarily records revenue for product sales upon shipment. Sales arrangements entered with delivery terms that are not FOB Shipping Point are not recognized upon shipment and the delivery criteria for revenue recognition is evaluated based on the associated shipping terms. If any significant obligations to the customer with respect to a sales transaction remains to be fulfilled following shipment, typically involving obligations relating to installation and acceptance by the buyer, revenue recognition is deferred until such obligations have been fulfilled. Returns for products sold are estimated and recorded as a reduction in reported revenues at the time of sale. Customer allowances and rebates, consisting primarily of volume discounts and other short-term incentive programs, are recorded as a reduction in reported revenues at the time of sale because these allowances reflect a reduction in the purchase price. Product returns, customer allowances and rebates are estimated based on historical experience and known trends. Revenue related to separately priced extended warranty and product maintenance agreements is recognized as revenue over the term of the agreement.

Certain of the Company's revenues relate to operating-type lease ("OTL") payment arrangements. When a customer enters into an OTL agreement, instrument lease revenue is recognized on a straight-line basis over the life of the lease, while the cost of the customer-leased instrument is recorded within property, plant and equipment in the accompanying Consolidated Balance Sheet and depreciated over its estimated useful life. The depreciation expense is reflected in cost of sales in the accompanying Consolidated Statement of Earnings. The OTLs are generally cancellable after the first two years. Certain of the Company's lease contracts are customized for larger customers and often result in complex terms and conditions that typically require significant judgment in applying the criteria used to evaluate whether the arrangement should be considered an OTL or a "sales-type" lease. A sales-type lease would result in earlier recognition of instrument revenue as compared to an OTL.

Effective January 1, 2011, the Company adopted, on a prospective basis, the provisions of recently updated accounting standards related to revenue recognition associated with contractual arrangements involving multiple elements and contractual arrangements involving tangible products that include software. As a result of adopting these standards, reported sales for the year ended December 31, 2011 were not significantly different than sales that would have been reported under the previous accounting rules.

Consistent with the revenue recognition standards adopted January 1, 2011, revenues for contractual arrangements consisting of multiple elements (i.e., deliverables) are recognized for the separate elements when the product or services that are part of the multiple element arrangement have value on a stand-alone basis and, in arrangements that include a general right of refund relative to the delivered element, performance of the undelivered element is considered probable and substantially in the Company's control. Certain subsidiaries of the Company have multiple element arrangements that include hardware, installation, training, consulting and/or post contract support ("PCS") revenues. Generally, these are delivered within the same reporting period, except PCS, for which revenue is recognized over the service period. The Company allocates revenue to each element in the contractual arrangement based on a selling price hierarchy. The selling price for a deliverable is based on its vendor-specific objective evidence ("VSOE") if available, third-party evidence ("TPE") if VSOE is not available, or estimated selling price

("ESP") if neither VSOE or TPE is available. The Company considers relevant internal and external market factors in cases where the Company is required to estimate selling prices. Allocation of the consideration is determined at the arrangements' inception on the basis of each element's relative selling price.

For transactions entered into prior to January 1, 2011, revenue for arrangements with multiple elements is recognized for the separate elements when the product or services that are part of the multiple element arrangement have value on a stand-alone basis, fair value of the separate elements exists (or in the case of software related products, vendor specific objective evidence of fair value) and, in arrangements that include a general right of refund relative to the delivered element, performance of the undelivered element is considered probable and substantially in the Company's control. While determining fair value and identifying separate elements requires judgment, generally the fair value of each separate element is identifiable as the elements are also sold unaccompanied by other elements.

Shipping and Handling—Shipping and handling costs are included as a component of cost of sales. Revenue derived from shipping and handling costs billed to customers are included in sales.

Research and Development—The Company conducts research and development activities for the purpose of developing new products, enhancing the functionality, effectiveness, ease of use and reliability of the Company's existing products and expanding the applications for which uses of the Company's products are appropriate. Research and development costs are expensed as incurred.

Income Taxes—The Company's income tax expense represents the tax liability for the current year, the tax benefit or expense for the net change in deferred tax liabilities and assets during the year, as well as reserves for unrecognized tax benefits and return to provision adjustments. Deferred tax liabilities and assets are determined based on the difference between the financial statement and tax basis of assets and liabilities using enacted rates expected to be in effect during the year in which the differences reverse. Deferred tax assets generally represent items that can be used as a tax deduction or credit in the Company's tax return in future years for which the tax benefit has already been reflected on the Company's Consolidated Statement of Earnings. The Company establishes valuation allowances for its deferred tax assets if it is more likely than not that some or all of the deferred tax asset will not be realized. Deferred tax liabilities generally represent items that have already been taken as a deduction on the Company's tax return but have not yet been recognized as an expense in the Company's Consolidated Statements of Earnings. The effect on deferred tax assets and liabilities due to a change in tax rates is recognized in income tax expense in the period that includes the enactment date. The Company accounts for uncertain tax positions by recognizing the financial statement effects of a tax position only when, based upon the technical merits, it is "more-likely-than-not" that the position will be sustained upon examination. The Company recognizes potential accrued interest and penalties associated with unrecognized tax positions in income tax expense. Refer to Note 15 for additional information.

Restructuring— The Company periodically initiates restructuring activities to appropriately position the Company's cost base relative to prevailing economic conditions and associated customer demand as well as in connection with certain acquisitions. Costs associated with restructuring actions can include one-time termination benefits and related charges in addition to facility closure, contract termination and other related activities. The Company records the cost of the restructuring activities when the associated liability is incurred. Refer to Note 18 for additional information.

Foreign Currency Translation—Exchange rate adjustments resulting from foreign currency transactions are recognized in net earnings, whereas effects resulting from the translation of financial statements are reflected as a component of accumulated other comprehensive income (loss) within stockholders' equity. Assets and liabilities of subsidiaries operating outside the United States with a functional currency other than U.S. dollars are translated into U.S. dollars using year-end exchange rates. Net foreign currency transaction gains or losses were not material in any of the years presented.

Derivative Financial Instruments—The Company is neither a dealer nor a trader in derivative instruments. The Company has generally accepted the exposure to exchange rate movements without using derivative instruments to manage this risk. The Company will periodically enter into foreign currency forward contracts not exceeding twelve months to mitigate a portion of its foreign currency exchange risk. When utilized, the derivative instruments are recorded on the balance sheet as either an asset or liability measured at fair value. To the extent the foreign currency forward contract qualifies as an effective hedge, changes in fair value are recognized in other comprehensive income in stockholders' equity. The Company's use of foreign currency forward contracts during 2011 was not significant and no contracts were outstanding at December 31, 2011. The Company is also party to a foreign currency swap agreement acquired as a part of a business combination. The currency swap does not qualify for hedge accounting, and, as a result, changes in the fair value of the currency swap are reflected in earnings. Refer to Note 8 for additional information.

Accumulated Other Comprehensive Income (Loss)—The components of accumulated other comprehensive income (loss) as of December 31 are summarized below. Foreign currency translation adjustments are generally not adjusted for income taxes as they relate to indefinite investments in non-US subsidiaries ($ in millions).

	Foreign currency translation adjustment	Unrealized gain on available-for-sale securities	Unrecognized pension and post-retirement costs	Total
January 1, 2009	$ 237.5	—	$ (340.6)	$ (103.1)
Increase	373.2	$ 83.5	30.5	487.2
Income tax expense	—	(29.2)	(8.0)	(37.2)
December 31, 2009	610.7	54.3	(318.1)	346.9
Increase (decrease)	0.6	37.9	(37.9)	0.6
Income tax (expense) benefit	—	(13.3)	11.1	(2.2)
December 31, 2010	611.3	78.9	(344.9)	345.3
(Decrease) increase	(226.8)	30.0	(261.9)	(458.7)
Income tax (expense) benefit	—	(14.3)	90.8	76.5
December 31, 2011	$ 384.5	$ 94.6	$ (516.0)	$ (36.9)

See Notes 11 and 12 for additional information related to the unrecognized pension and post-retirement cost components and Note 8 for the available-for-sale securities component of accumulated other comprehensive income (loss).

Accounting for Stock-Based Compensation— The Company accounts for stock-based compensation by measuring the cost of employee services received in exchange for all equity awards granted, including stock options, restricted stock units ("RSUs") and restricted shares, based on the fair value of the award as of the grant date. Equity-based compensation expense is recognized net of an estimated forfeiture rate on a straight-line basis over the requisite service period of the award, except that in the case of RSUs, compensation expense is recognized on an accelerated attribution method.

Pension & Post Retirement Benefit Plans—The Company measures its pension and post retirement plans' assets and its obligations that determine the respective plan's funded status as of the end of the Company's fiscal year, and recognizes an asset for a plan's over funded status or a liability for a plan's under funded status in its balance sheet. Changes in the funded status of the plans are recognized in the year in which the changes occur and reported in comprehensive income (loss).

Recently Issued Accounting Pronouncements —In September 2011, updated accounting guidance was issued requiring additional disclosures about an employer's participation in multiemployer retirement benefit plans. The amended disclosures, which are to be applied retrospectively for all prior periods presented, are effective for annual periods for fiscal years ending after December 15, 2011, with early adoption permitted. As the new guidance is related to disclosure only, the adoption of this guidance did not have a material effect on the Company's results of operations, financial position or cash flows. Refer to Note 11 for additional information related to the Company's multiemployer pension and retirement plans.

In September 2011, updated accounting guidance was issued which allows entities to perform a qualitative assessment on goodwill impairment to determine whether it is more likely than not (defined as having a likelihood of more than 50 percent) that the fair value of a reporting unit is less than its carrying amount as a basis for determining whether it is necessary to perform the two-step goodwill impairment test. This guidance is effective for goodwill impairment tests performed in interim and annual periods for fiscal years beginning after December 15, 2011, with early adoption permitted. The implementation of this guidance is not expected to have a material impact on the Company's results of operations, financial position or cash flows.

In June 2011, updated accounting guidance was issued which requires entities to present comprehensive income, which is currently presented in the Consolidated Statement of Stockholders' Equity, either as a single continuous statement of comprehensive income or as two separate but consecutive statements. This guidance is effective for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2011, with early adoption permitted. As this new guidance is related to presentation only, the implementation of this guidance in the first quarter of fiscal year 2012 will not have a material impact on the Company's results of operations, financial position or cash flows.

In May 2011, updated accounting guidance was issued as a result of joint efforts by the Financial Accounting Standards Board and the International Accounting Standards Board to develop a single, converged fair value framework on how to measure fair value and on what disclosures to provide about fair value measurements. The guidance is largely consistent with existing fair value measurement principles and is effective during interim and annual periods beginning after December 15, 2011. The Company's adoption of this guidance in the first quarter of fiscal year 2012 will not have a material impact on the Company's results of operations, financial position or cash flows.

(2) ACQUISITIONS:

The Company continually evaluates potential acquisitions that either strategically fit with the Company's existing portfolio or expand the Company's portfolio into a new and attractive business area. The Company has completed a number of acquisitions that have been accounted for as purchases and have resulted in the recognition of goodwill in the Company's financial statements. This goodwill arises because the purchase prices for these businesses reflect a number of factors including the future earnings and cash flow potential of these businesses; the multiple to earnings, cash flow and other factors at which similar businesses have been purchased by other acquirers; the competitive nature of the processes by which the Company acquired the businesses; and the complementary strategic fit and resulting synergies these businesses bring to existing operations.

The Company makes an initial allocation of the purchase price at the date of acquisition based upon its understanding of the fair value of the acquired assets and assumed liabilities. The Company obtains this information during due diligence and through other sources. In the months after closing, as the Company obtains additional information about these assets and liabilities, including through tangible and intangible asset appraisals, and learns more about the newly acquired business, it is able to refine the estimates of fair value and more accurately allocate the purchase price. Only items identified as of the acquisition date are considered for subsequent adjustment. The Company is continuing to evaluate certain pre-acquisition contingencies associated with certain of its 2011 acquisitions and is also in the process of obtaining valuations of acquired intangible assets and certain acquisition related liabilities in connection with these acquisitions. The Company will make appropriate adjustments to the purchase price allocation prior to completion of the measurement period, as required. The Company evaluated whether any adjustments to the prior year purchase price allocations were material and concluded no retrospective adjustment to prior financial statements was required.

The following briefly describes the Company's acquisition activity for the three years ended December 31, 2011.

On June 30, 2011, following the successful completion of the Company's tender offer for all of the outstanding shares of common stock of Beckman Coulter, Inc. ("Beckman Coulter"), the Company completed the acquisition of Beckman Coulter by merging one of its indirect, wholly-owned subsidiaries with and into Beckman Coulter such that Beckman Coulter became an indirect, wholly-owned subsidiary of the Company. Beckman Coulter develops, manufactures and markets products that simplify and automate complex biomedical testing. Beckman Coulter's diagnostic systems are found in hospitals and other clinical settings around the world and produce information used by physicians to diagnose disease and make treatment decisions. Scientists use its life science research instruments to study complex biological problems including causes of disease and potential new therapies or drugs. Beckman Coulter had revenues of approximately $3.7 billion in 2010, and is included in the Company's Life Sciences & Diagnostics segment from the acquisition date. The Company has recorded an aggregate of $3.7 billion of goodwill related to the acquisition of Beckman Coulter. The Company obtained control of Beckman Coulter on June 24, 2011 and, as a result, the earnings of Beckman Coulter are reflected in the Company's results from June 25, 2011 forward.

The Company paid approximately $5.5 billion in cash (net of approximately $450 million of cash acquired) to acquire all of the outstanding shares of common stock of Beckman Coulter and assumed approximately $1.6 billion of indebtedness in connection with the acquisition. The Company financed the acquisition of Beckman Coulter using (1) approximately $2.3 billion of available cash, (2) net proceeds, after expenses and the underwriters' discount, of approximately $966 million from the underwritten public offering of the Company's common stock on June 21, 2011, (3) net proceeds, after expenses and the underwriters' discount, of approximately $1.8 billion from the underwritten public offering of senior unsecured notes on June 23, 2011, and (4) net proceeds from the sale of additional commercial paper under the Company's U.S. commercial paper program prior to the closing of the acquisition.

In addition to the acquisition of Beckman Coulter, during 2011, the Company completed the acquisition of thirteen other businesses (including the acquisition of EskoArtwork, a leading full service solutions provider for the digital packaging design and production market), for total consideration of $669 million in cash, net of cash acquired. The additional businesses acquired manufacture and distribute products and/or provide services in the product identification, water quality, life sciences and diagnostic, test and measurement, retail petroleum and dental markets and were acquired to complement existing units of the Industrial Technologies, Environmental, Dental, Life Sciences & Diagnostics and Test & Measurement segments. The aggregate annual sales of the businesses acquired at the time of their respective acquisitions, in each case based on the acquired company's revenues for its last completed fiscal year prior to the acquisition, were approximately $325 million. The Company preliminarily recorded an aggregate of $419 million of goodwill related to these acquisitions.

On January 30, 2010, the Company completed the acquisition of the Analytical Technologies division of MDS Inc., which included a 50% ownership position in the AB Sciex joint venture and a 100% ownership position in Molecular Devices. In a separate but related transaction, the Company simultaneously completed the acquisition of the remaining 50% ownership position in AB Sciex from Life Technologies Corporation. The aggregate cash purchase price for the combined transactions was approximately $1.0 billion, including debt assumed and net of cash acquired. The Company funded the purchase price for these transactions from available cash on hand. The acquired entities had aggregate annual sales of approximately $650 million based on the acquired businesses' revenues in their respective most recently completed fiscal years prior to the acquisitions.

AB Sciex and Molecular Devices operate within the Company's Life Sciences & Diagnostics segment. The acquisition of AB Sciex and Molecular Devices significantly expanded the Company's position in the life sciences and diagnostics business and in particular established a position in the mass spectrometry market.

In addition, during 2010, the Company completed the acquisition of seventeen other businesses for total consideration of approximately $1.1 billion in cash, net of cash acquired. Each company acquired manufactures products and/or provides services in the test and measurement, dental, environmental, life science and diagnostics, sensors and controls or product identification markets. These businesses were acquired to complement existing businesses of the Life Sciences & Diagnostics, Test & Measurement, Dental, Environmental, and Industrial Technologies segments. The aggregate annual sales of the additional seventeen acquired businesses at the time of their respective acquisitions, in each case based on the company's revenues for its last completed fiscal year prior to the acquisition, were approximately $440 million. The Company recorded approximately $1.2 billion of goodwill in connection with its 2010 acquisitions, including AB Sciex and Molecular Devices.

The Company acquired fifteen businesses during 2009 for total consideration of approximately $704 million in cash, net of cash acquired. Each company acquired manufactures products and/or provides services in the life sciences, dental, product identification, environmental or test and measurement markets. These businesses were acquired to complement existing businesses of the Life Sciences & Diagnostics, Dental, Industrial Technologies, Environmental and Test & Measurement segments. The aggregate annual sales of these fifteen acquired businesses at the time of their respective acquisitions, in each case based on the company's revenues for its last completed fiscal year prior to the acquisition, were approximately $425 million. The Company recorded approximately $423 million of goodwill in connection with its 2009 acquisitions.

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The following table summarizes the estimated fair values of the assets acquired and liabilities assumed at the date of acquisition for all acquisitions consummated during 2011, 2010 and 2009 ($ in millions):

Total	2011	2010	2009
Accounts receivable	$ 859.5	$ 178.7	$ 70.6
Inventory	812.4	171.2	42.8
Property, plant and equipment	1,042.1	84.8	39.0
Goodwill	4,164.7	1,157.8	422.9
Other intangible assets, primarily trade names, customer relationships and patents	2,772.4	870.9	224.7
In-process research and development	143.0	26.5	1.0
Accounts payable	(278.2)	(59.6)	(35.1)
Other assets and liabilities, net	(1,662.9)	(238.4)	(62.1)
Assumed debt	(1,640.4)	(0.9)	(0.3)
Non-controlling interest acquired	(1.8)	(61.3)	—
Net cash consideration	$ 6,210.8	$ 2,129.7	$ 703.5

The following table summarizes the estimated fair values of the assets acquired and liabilities assumed at the date of acquisition for the individually significant acquisitions in 2011 and 2010 discussed above, and all of the other 2011 and 2010 acquisitions as a group ($ in millions):

2011 Acquisitions

	Beckman Coulter	Others	Total
Accounts receivable	$ 783.3	$ 76.2	$ 859.5
Inventory	774.0	38.4	812.4
Property, plant and equipment	1,036.2	5.9	1,042.1
Goodwill	3,745.8	418.9	4,164.7
Other intangible assets, primarily trade names, customer relationships and patents	2,518.0	254.4	2,772.4
In-process research and development	143.0	—	143.0
Accounts payable	(257.3)	(20.9)	(278.2)
Other assets and liabilities, net	(1,561.0)	(101.9)	(1,662.9)
Assumed debt	(1,640.4)	—	(1,640.4)
Non-controlling interest acquired	—	(1.8)	(1.8)
Net cash consideration	$ 5,541.6	$ 669.2	$ 6,210.8

2010 Acquisitions

	AB Sciex & Molecular Devices	Others	Total
Accounts receivable	$ 102.7	$ 76.0	$ 178.7
Inventory	104.3	66.9	171.2
Property, plant and equipment	54.5	30.3	84.8
Goodwill	496.9	660.9	1,157.8
Other intangible assets, primarily customer relationships, trade names and patents	342.0	528.9	870.9
In-process research and development	7.4	19.1	26.5
Accounts payable	(37.9)	(21.7)	(59.6)
Other assets and liabilities, net	(30.7)	(207.7)	(238.4)
Assumed debt	(0.9)	—	(0.9)
Attributable to non-controlling interest	—	(61.3)	(61.3)
Net cash consideration	$ 1,038.3	$ 1,091.4	$ 2,129.7

During 2011, 2010 and 2009, in connection with completed acquisitions, the Company has incurred $57 million, $36 million and $24 million, respectively, of pre-tax transaction related costs, primarily banking fees, legal fees, amounts paid to other third party advisers and change in control costs. In addition, the Company's earnings for 2011, 2010 and 2009 reflect the impact of additional pre-tax charges totaling $117 million, $54 million and $13 million, respectively, associated with fair value adjustments to acquired inventory and acquired deferred revenue related to significant acquisitions.

Pro Forma Financial Information (Unaudited)

The unaudited pro forma information for the periods set forth below gives effect to the 2011 and 2010 acquisitions as if they had occurred as of January 1, 2010. The pro forma information is presented for informational purposes only and is not necessarily indicative of the results of operations that actually would have been achieved had the acquisitions been consummated as of that time ($ in millions except per share amounts):

	2011	2010
Sales	$ 17,994.8	$ 16,866.5
Net earnings from continuing operations	$ 2,013.2	$ 1,860.9
Diluted earnings per share from continuing operations	$ 2.84	$ 2.66

The 2010 unaudited pro forma revenue and earnings set forth above were adjusted to include the impact of approximately $117 million in non-recurring acquisition date fair value adjustments to inventory and deferred revenue related to the Beckman Coulter acquisition. The 2011 unaudited pro forma revenue and earnings were adjusted to exclude the impact of the above noted acquisition date fair value adjustments. Acquisition-related transaction costs associated with the Beckman Coulter transaction incurred by both the Company and Beckman Coulter of approximately $60 million were excluded from the pro-forma earnings in each of the 2011 and 2010 periods presented.

(3) DISCONTINUED OPERATIONS:

In April 2011, the Company sold its Pacific Scientific Aerospace ("PSA") business for a sale price of $680 million in cash. This business, which was part of the Industrial Technologies segment and supplies safety, security and electric power components to commercial and military aerospace markets globally, had annual revenues of $377 million in 2010. Upon closing of the transaction, the Company recorded an after-tax gain on the sale of approximately $202 million or $0.29 per diluted share.

In November 2011, the Company entered into a definitive agreement to sell its integrated scanning system business (the "Accu-Sort businesses" or "ASI") for a sale price of approximately $135 million in cash, and the sale was consummated in January 2012. In addition, in December 2011, the Company entered into a definitive agreement to sell its Kollmorgen Electro-Optical ("KEO") business for a sale price of approximately $210 million in cash, and the sale was consummated in February 2012. These businesses were part of the Industrial Technologies segment. ASI supplies bar code scanning and dimensional measurement systems and KEO designs, develops, manufactures, and integrates highly engineered, stabilized electro-optical/ISR systems that integrate into submarines, surface ships and ground vehicles. The businesses had combined annual revenues of $275 million in 2011. The Company expects to reflect an aggregate after-tax gain on the sale of these businesses of approximately $93 million or $0.13 per diluted share in its first quarter 2012 results in connection with the closing of these transactions.

The Company has reported the PSA, ASI and KEO businesses as discontinued operations in its consolidated financial statements. Accordingly, the results of operations for all periods presented have been reclassified to reflect these businesses as discontinued operations and the assets and liabilities of these businesses have been reclassified as held for sale for all periods presented. The Company allocated a portion of the consolidated interest expense to discontinued operations based on the ratio of the discontinued businesses' net assets to the Company's consolidated net assets.

The key components of income from discontinued operations for the years ended December 31 were as follows ($ in millions):

	2011	2010	2009
Net sales	$ 385.8	$ 652.6	$ 668.3
Operating expenses	(328.3)	(535.9)	(565.5)
Allocated interest expense	(2.0)	(3.6)	(4.0)
Earnings before income taxes	55.5	113.1	98.8
Income tax expense	(20.2)	(38.3)	(34.1)
Earnings from discontinued operations	35.3	74.8	64.7
Gain on PSA sale, net of $126 million of related income taxes	201.7	—	—
Earnings from discontinued operations, net of income taxes	$ 237.0	$ 74.8	$ 64.7

As of December 31, 2011 and 2010, the aggregate components of assets and liabilities classified as discontinued operations and included in other assets and other liabilities consisted of the following ($ in millions):

	2011	2010
Accounts receivable, net	$ 82.7	$ 143.6
Inventories	10.5	59.5
Prepaid expenses and other	9.3	21.6
Property, plant & equipment, net	31.5	62.5
Goodwill and other intangibles, net	104.0	381.4
Total assets	$ 238.0	$ 668.6
Accounts payable	$ 32.7	$ 91.0
Accrued expenses and other	47.8	84.4
Total liabilities	$ 80.5	$ 175.4
Classification of assets and liabilities in the balance sheet:		
Current assets	$ 238.0	$ 530.9
Non-current assets	—	137.7
Total assets	$ 238.0	$ 668.6
Current liabilities	$ 80.5	$ 167.3
Non-current liabilities	—	8.1
Total liabilities	$ 80.5	$ 175.4

During 2009, the Company divested of five businesses or product lines for approximately $10 million of net cash proceeds. The divested businesses and product lines were part of the Industrial Technologies and former Tools and Components segments. The Company recorded no significant gain or loss, either individually or in the aggregate, associated with these divestitures. The businesses divested by the Company have not been treated as discontinued operations in the accompanying financial statements as the impact of these businesses to the Company's results of operations, financial position, cash flows and segment information was not significant.

(4) FORMATION OF JOINT VENTURE:

On July 4, 2010, the Company entered into a joint venture with Cooper Industries, plc ("Cooper"), combining certain of the Company's hand tools business with Cooper's Tools business to form a new entity called Apex Tool Group, LLC ("Apex"). The 2009 sales, on a combined basis, of the two tools businesses contributed to Apex were approximately $1.2 billion. Each of Cooper and the Company owns a 50% interest in Apex and has an equal number of representatives on Apex's Board of Directors. Neither joint venture partner controls the significant operating and financing activities of Apex. Upon the closing of the transaction, Apex simultaneously obtained a credit facility and term debt financing and used $45 million of the term debt financing to purchase from the Company certain assets of the Company's tools business. In addition, as indicated in the table below, the Company recorded receivables from Apex totaling approximately $45 million related to consideration due to the Company in connection with the formation of the joint venture. The Company has collected the majority of this receivable as of December 31, 2011 and expects to collect the remaining outstanding balance during 2012.

In accordance with accounting standards applicable to non-controlling interests in subsidiaries, the Company recognized a $232 million after-tax gain ($0.34 per diluted share) during the third quarter of 2010 associated with the transaction. The gain is computed as the difference between the book value of the contributed business that was deconsolidated and the fair value of the consideration received in exchange, consisting of $45 million in cash, a receivable of $45 million from Apex and the 50% interest in Apex as indicated in the table below ($ in millions):

Fair value of consideration received:		
Fair value of 50% equity interest received	$	480.0
Cash received		45.2
Receivable from joint venture		44.8
Total fair value of consideration received		570.0
Less: book value of net assets contributed		(279.0)
Pre-tax gain on contribution to joint venture		291.0
Income taxes		(58.8)
After-tax gain on contribution to joint venture	$	232.2

As of the closing of the transaction, the Company deconsolidated its contributed businesses and accounts for its investment in the joint venture based on the equity method of accounting. As a result of the Company's continuing involvement with the joint venture, the contributed businesses are not presented as a discontinued operation. The Company recorded its equity in the earnings of Apex in an amount equal to $67 million and $23 million for the years ended December 31, 2011 and 2010, respectively, reflecting its 50% ownership position.

Sales and operating profit generated by the contributed business prior to the closing of the transaction and included in the Company's consolidated results of operations during the two years ended December 31 were as indicated in the table below ($ in millions):

	2010		2009	
Sales	$	315.6	$	607.9
Operating profit		41.5		63.9

(5) INVENTORY:

The classes of inventory as of December 31 are summarized as follows ($ in millions):

	2011		2010	
Finished goods	$	930.9	$	581.8
Work in process		262.2		177.5
Raw materials		588.3		406.3
	$	1,781.4	$	1,165.6

At December 31, 2011 and 2010, the difference between inventories valued at LIFO and the value of that same inventory if the FIFO method had been used was not significant. The liquidation of LIFO inventory did not have a significant impact on the Company's results of operations in any period presented.

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(6) PROPERTY, PLANT AND EQUIPMENT:

The classes of property, plant and equipment as of December 31 are summarized as follows ($ in millions):

	2011	2010
Land and improvements	$ 180.1	$ 119.3
Buildings	937.4	728.2
Machinery and equipment	2,117.7	1,717.4
Customer-leased instruments	531.8	—
	3,767.0	2,564.9
Less accumulated depreciation	(1,666.0)	(1,435.1)
	$ 2,101.0	$ 1,129.8

(7) GOODWILL & OTHER INTANGIBLE ASSETS:

As discussed in Note 2, goodwill arises from the purchase price for acquired businesses exceeding the fair value of tangible and intangible assets acquired less assumed liabilities and non-controlling interests. Management assesses the goodwill of each of its reporting units for impairment at least annually at the beginning of the fourth quarter and as "triggering" events occur. As of December 31, 2011, the Company had twenty eight reporting units for goodwill impairment testing. The carrying value of the goodwill included in each individual reporting unit ranges from approximately $7 million to approximately $3.7 billion. The Company's annual impairment test was performed as of the first day of the Company's fiscal fourth quarters of 2011, 2010 and 2009 and no impairment was identified. Reporting units resulting from recent acquisitions generally present the highest risk of impairment. Management believes the impairment risk associated with these reporting units typically decreases as such businesses are integrated into the Company and positioned for improved future earnings growth. In measuring the fair value of its reporting units, management relies on a number of factors including operating results, business plans, economic projections, anticipated future cash flows, and transactions and marketplace data. The factors used by management in its impairment analysis are inherently subject to uncertainty. While the Company believes it has made reasonable estimates and assumptions to calculate the fair value of its reporting units, if actual results are not consistent with management's estimates and assumptions, goodwill and other intangible assets may be overstated and a charge would need to be taken against net earnings.

The following table shows the rollforward of goodwill reflected in the financial statements resulting from the Company's activities during 2011 and 2010 ($ in millions).

	Test & Measurement	Environmental	Life Sciences & Diagnostics	Dental	Industrial Technologies	Businesses Contributed to Apex Joint Venture	Total
Balance January 1, 2010	$ 2,687.9	$ 1,329.6	$ 1,512.2	$2,043.2	$ 1,705.8	$ 173.8	$ 9,452.5
Attributable to 2010 acquisitions	308.5	52.6	599.8	131.4	65.5	—	1,157.8
Goodwill of businesses contributed to Apex joint venture	—	—	—	—	—	(173.8)	(173.8)
Adjustments due to finalization of purchase price allocations	4.8	4.2	—	(8.4)	4.3	—	4.9
Effect of foreign currency translation	0.4	(2.8)	10.4	(51.7)	(4.0)	—	(47.7)
Balance December 31, 2010	3,001.6	1,383.6	2,122.4	2,114.5	1,771.6	—	10,393.7
Attributable to 2011 acquisitions	35.4	90.6	3,758.3	2.8	277.6	—	4,164.7
Adjustments due to finalization of purchase price allocations	0.4	(3.9)	(5.7)	26.8	—	—	17.6
Effect of foreign currency translation	0.6	(21.1)	(33.0)	(22.0)	(26.2)	—	(101.7)
Balance December 31, 2011	$ 3,038.0	$ 1,449.2	$ 5,842.0	$2,122.1	$ 2,023.0	$ —	$14,474.3

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Finite-lived intangible assets are amortized over their legal or estimated useful life. The following summarizes the gross carrying value and accumulated amortization for each major category of intangible asset ($ in millions):

	December 31, 2011		December 31, 2010	
	Gross Carrying Amount	Accumulated Amortization	Gross Carrying Amount	Accumulated Amortization
Finite – Lived Intangibles:				
Patents & technology	$ 1,180.0	$ (384.8)	$ 761.6	$ (295.9)
Customer relationships and other intangibles	3,009.0	(633.2)	1,857.6	(453.2)
Total finite – lived intangibles	4,189.0	(1,018.0)	2,619.2	(749.1)
Indefinite – Lived Intangibles:				
Trademarks & trade names	2,669.2	—	1,437.6	—
Total intangibles	$ 6,858.2	$ (1,018.0)	$ 4,056.8	$ (749.1)

During 2011, the Company acquired finite-lived intangible assets, consisting primarily of customer relationships and patents, with a weighted-average life of 15 years. Refer to Note 2 for additional information on the intangible assets acquired.

Total intangible amortization expense in 2011, 2010 and 2009 was $284 million, $199 million and $156 million, respectively. Based on the intangible assets recorded as of December 31, 2011, amortization expense is estimated to be $324 million during 2012, $290 million during 2013, $261 million during 2014, $235 million during 2015 and $211 million during 2016.

(8) FAIR VALUE MEASUREMENTS:

Accounting standards define fair value based on an exit price model, establish a framework for measuring fair value where the Company's assets and liabilities are required to be carried at fair value and provide for certain disclosures related to the valuation methods used within a valuation hierarchy as established within the accounting standards. This hierarchy prioritizes the inputs into three broad levels as follows. Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities. Level 2 inputs are quoted prices for similar assets and liabilities in active markets, quoted prices for identical or similar assets in markets that are not active, inputs other than quoted prices that are observable for the asset or liability, including interest rates, yield curves and credit risks, or inputs that are derived principally from or corroborated by observable market data through correlation. Level 3 inputs are unobservable inputs based on the Company's assumptions used to measure assets and liabilities at fair value. A financial asset or liability's classification within the hierarchy is determined based on the lowest level input that is significant to the fair value measurement in its entirety.

A summary of financial assets and liabilities that are measured at fair value on a recurring basis at December 31, 2011 and 2010 were as follows ($ in millions):

	Quoted Prices in Active Market (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total
December 31, 2011:				
Assets:				
Available-for-sale securities	$ 287.0	—	—	$ 287.0
Liabilities:				
Deferred compensation plans	—	$ 58.2	—	58.2
Currency swap agreement	—	53.9	—	53.9
December 31, 2010:				
Assets:				
Available-for-sale securities	$ 257.0	—	—	$ 257.0
Liabilities:				
Deferred compensation plans	—	$ 64.4	—	64.4

Available-for-sale securities are measured at fair value using quoted market prices in an active market and included in other long-term assets in the accompanying Consolidated Balance Sheet.

The Company has established nonqualified deferred compensation programs that permit officers, directors and certain management employees to defer a portion of their compensation, on a pre-tax basis, until at or after their termination of employment (or board service, as applicable). All amounts deferred under this plan are unfunded, unsecured obligations of the Company and presented as a component of the Company's compensation and benefits accrual included in accrued expenses in the accompanying Consolidated Balance Sheet (refer to Note 9). Participants may choose among alternative earning rates for the amounts they defer, which are primarily based on investment options within the Company's 401(k) program (except that the earnings rates for amounts deferred by the Company's directors and amounts contributed unilaterally by the Company are entirely based on changes in the value of the Company's common stock). Changes in the deferred compensation liability under these programs are recognized based on changes in the fair value of the participants' accounts, which are based on the applicable earnings rate.

In connection with the acquisition of Beckman Coulter, the Company acquired an existing currency swap agreement. The agreement requires the Company to purchase approximately 184 million Japanese Yen (JPY/¥) at rate of $1 / ¥102.25 on a monthly basis through June 1, 2018. As of December 31, 2011, the aggregate Japanese Yen purchase commitment was approximately ¥14.1 billion (approximately $182 million based on exchange rates as of December 31, 2011). The currency swap does not qualify for hedge accounting, and as a result changes in the fair value of the currency swap are reflected in selling, general and administrative expenses in the accompanying Consolidated Statements of Earnings each reporting period. During the year ended December 31, 2011 the Company recorded a pre-tax charge of approximately $8 million related to changes in the fair value of this currency swap. The fair value of the currency swap is included in other long-term liabilities in the accompanying Consolidated Balance Sheet. Since there is not an active market for the currency swap, the Company obtains a market quote based on observable inputs, including foreign currency exchange market data, from the swap counterparties to adjust the currency swap to fair value each quarter.

Fair Value of Financial Instruments

In addition to the fair value disclosure requirements related to financial instruments carried at fair value, accounting standards require disclosures regarding the fair value of all the Company's financial instruments. The methods and significant assumptions used to estimate fair value of financial instruments and any changes in methods or significant assumptions from prior periods are also required to be disclosed.

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The carrying amounts and fair values of financial instruments at December 31, 2011 and 2010 were as follows ($ in millions):

	2011		2010	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
Financial Assets:				
Available-for-sale securities	$ 287.0	$ 287.0	$ 257.0	$ 257.0
Liabilities:				
Short-term borrowings	98.4	98.4	40.8	40.8
Long-term borrowings	5,206.8	5,790.1	2,783.9	3,372.6
Currency swap agreement	53.9	53.9	—	—

The fair values of available-for-sale securities and long-term borrowings were computed based on quoted market prices. The differences between the fair value and the carrying amounts of long-term borrowings (other than the Company's Liquid Yield Option Notes due 2021 (the "LYONs")) are attributable to changes in interest rates and/or the Company's credit ratings subsequent to the incurrence of the borrowing. In the case of the LYONs, differences in the fair value from the carrying value are attributable to changes in the price of the Company's common stock due to the LYONs conversion features. The available-for-sale securities represent the Company's investment in marketable securities that are accounted for at fair value. The currency swap agreement is accounted for at fair value based on a market quote obtained from the swap counterparties on a quarterly basis. The fair values of short-term borrowings, as well as, cash and cash equivalents, trade accounts receivable, net, and trade accounts payable approximate the carrying amounts due to the short-term maturities of these instruments.

Refer to Note 11 for information related to the fair value of the Company sponsored defined benefit pension plan assets.

(9) ACCRUED EXPENSES AND OTHER LIABILITIES:

Accrued expenses and other liabilities as of December 31 include the following ($ in millions):

	2011		2010	
	Current	Non-Current	Current	Non-Current
Compensation and benefits	$ 773.7	$ 269.9	$ 592.2	$ 252.0
Restructuring	124.2	—	12.0	—
Claims, including self-insurance and litigation	128.7	88.8	109.4	81.7
Pension and postretirement benefits	71.8	1,160.3	88.7	612.7
Environmental and regulatory compliance	48.9	92.3	46.0	75.8
Taxes, income and other	234.0	1,841.9	204.8	1,204.9
Deferred revenue	645.0	75.7	482.6	44.8
Sales and product allowances	140.1	1.5	119.8	0.6
Warranty	121.9	15.0	114.2	13.5
Attributable to discontinued operations	80.5	—	167.3	8.1
Other	282.4	53.5	218.1	45.7
	$ 2,651.2	$ 3,598.9	$ 2,155.1	$ 2,339.8

(10) FINANCING:

The components of the Company's debt as of December 31 were as follows ($ in millions):

	2011	2010
U.S. dollar-denominated commercial paper	$ 977.3	$ 180.0
4.5% guaranteed Eurobond Notes due 2013 (€500 million) (the "Eurobond Notes")	647.3	668.9
Floating rate senior notes due 2013 (the "2013 Notes")	300.0	—
1.3% senior notes due 2014 (the "2014 Notes")	400.0	—
2.3% senior notes due 2016 (the "2016 Notes")	500.0	—
5.625% senior notes due 2018 (the "2018 Notes")	500.0	500.0
5.4% senior notes due 2019 (the "2019 Notes")	750.0	750.0
3.9% senior notes due 2021 (the "2021 Notes")	600.0	—
Zero-coupon LYONs	379.6	573.4
Other	251.0	152.4
Subtotal	5,305.2	2,824.7
Less – currently payable	98.4	40.8
Long-term debt	$ 5,206.8	$ 2,783.9

The 2013 Notes, the 2014 Notes, the 2016 Notes and the 2021 Notes are collectively referred to as the "2011 Financing Notes". The 2011 Financing Notes, the Eurobond Notes, the 2018 Notes and the 2019 Notes are collectively referred to as the "Notes".

Commercial Paper Program and Credit Facility

The Company primarily satisfies any short-term liquidity needs that are not met through operating cash flow and available cash through issuances of commercial paper under its U.S. and Euro commercial paper programs. Under these programs, the Company or a subsidiary of the Company, as applicable, may issue and sell unsecured, short-term promissory notes in an aggregate principal amount not to exceed $2.5 billion. Interest expense on the notes is paid at maturity and is generally based on the ratings assigned to the Company by credit rating agencies at the time of the issuance and prevailing market rates measured by reference to LIBOR. Borrowings under the program are available for general corporate purposes, including acquisitions. During 2011, the Company issued commercial paper under its U.S. program to fund a portion of the purchase price for Beckman Coulter and the retirement of substantially all of the Beckman Coulter debt (see below). As of December 31, 2011, borrowings outstanding under the Company's U.S. commercial paper program had a weighted average interest rate of 0.2% and a weighted average maturity of approximately 30 days. There was no commercial paper outstanding under the Euro program as of December 31, 2011 or at any other time during 2011. The Company classified its borrowings outstanding under the commercial paper programs at December 31, 2011 as long-term debt in the accompanying Consolidated Balance Sheet as the Company had the intent and ability, as supported by availability under the Credit Facility referenced below, to refinance these borrowings for at least one year from the balance sheet date.

Credit support for the commercial paper program is provided by a $2.5 billion unsecured multi-year revolving credit facility with a syndicate of banks that expires on July 15, 2016 (the "Credit Facility"). The Credit Facility can also be used for working capital and other general corporate purposes. Under the Credit Facility, borrowings (other than bid loans) bear interest at a rate equal to (at the Company's option) either (1) a LIBOR-based rate plus a margin that varies according to the Company's long-term debt credit rating (the "Eurodollar Rate"), or (2) the highest of (a) the Federal funds rate plus 1/2 of 1%, (b) the prime rate and (c) the Eurodollar Rate plus 1%, plus in each case a margin that varies according to the Company's long-term debt credit rating. Under the Credit Facility, in addition to certain initial fees the Company is obligated to pay a per annum commitment fee that varies according to its long-term debt credit rating. The Credit Facility requires the Company to maintain a consolidated leverage ratio (as defined in the facility) of 0.65 to 1.00 or less, and also contains customary representations, warranties, conditions precedent, events of default, indemnities and affirmative and negative covenants. As of December 31, 2011, no borrowings were outstanding under the Credit Facility and the Company was in compliance with all covenants under the facility. In addition to the Credit Facility, the Company has entered into reimbursement agreements with various commercial banks to support the issuance of letters of credit.

The availability of the Credit Facility as a standby liquidity facility to repay maturing commercial paper is an important factor in maintaining the existing credit ratings of the Company's commercial paper program. The Company expects to limit any borrowings under the Credit Facility to amounts that would provide sufficient credit available under the facility to allow the Company to borrow, if needed, to repay all of the outstanding commercial paper as it matures.

On June 17, 2011, the Company entered into a $3.0 billion 364-day unsecured revolving credit facility (the "364-Day Facility") in connection with the acquisition of Beckman Coulter. The Company reduced the commitments under the 364-Day Facility from $3.0 billion to $2.2 billion effective as of June 27, 2011, from $2.2 billion to $1.5 billion effective as of July 21, 2011, from $1.5 billion to $1.0 billion effective as of October 1, 2011 and terminated the facility as of December 29, 2011. There were no outstanding borrowings under the 364-Day Facility at any time during the term of the facility.

Other Long-Term Indebtedness

2011 Financing Notes—On June 23, 2011, the Company completed the underwritten public offering of the 2011 Financing Notes, all of which are unsecured. The 2013 Notes were issued at 100% of their principal amount, will mature on June 21, 2013 and accrue interest at a floating rate equal to three-month LIBOR plus 0.25% per year. The 2014 Notes were issued at 99.918% of their principal amount, will mature on June 23, 2014 and accrue interest at the rate of 1.3% per year. The 2016 Notes were issued at 99.84% of their principal amount, will mature on June 23, 2016 and accrue interest at the rate of 2.3% per year. The 2021 Notes were issued at 99.975% of their principal amount, will mature on June 23, 2021 and accrue interest at the rate of 3.9% per year. The net proceeds from the 2011 Financing Notes offering, after deducting expenses and the underwriters' discount, were approximately $1.8 billion and were used to fund a portion of the purchase price for the acquisition of Beckman Coulter. The Company pays interest on the 2013 Notes quarterly in arrears on March 21, June 21, September 21 and December 21 of each year. The Company pays interest on the 2014 Notes, 2016 Notes and 2021 Notes semi-annually in arrears, on June 23 and December 23 of each year.

2019 Notes—In March 2009, the Company completed an underwritten public offering of the 2019 Notes, which were issued at 99.93% of their principal amount, will mature on March 1, 2019 and accrue interest at the rate of 5.4% per annum. The net proceeds, after expenses and the underwriters' discount, were approximately $745 million. A portion of the net proceeds were used to repay a portion of the Company's outstanding commercial paper and the balance was used for general corporate purposes, including acquisitions. The Company pays interest on the 2019 Notes semi-annually in arrears, on March 1 and September 1 of each year.

2018 Notes—In December 2007, the Company completed an underwritten public offering of the 2018 Notes, which were issued at 99.39% of their principal amount, will mature on January 15, 2018 and accrue interest at the rate of 5.625% per annum. The net proceeds, after expenses and the underwriters' discount, were approximately $493 million, which were used to repay a portion of the commercial paper issued to finance the acquisition of Tektronix. The Company pays interest on the 2018 Notes semi-annually in arrears, on January 15 and July 15 of each year.

Eurobond Notes—On July 21, 2006, a financing subsidiary of the Company issued the Eurobond Notes in a private placement outside the United States. Payment obligations under these Eurobond Notes are guaranteed by the Company. The net proceeds of the offering, after the deduction of underwriting commissions but prior to the deduction of other issuance costs, were €496 million ($627 million based on exchange rates in effect at the time the offering closed) and were used to pay down a portion of the Company's outstanding commercial paper and for general corporate purposes, including acquisitions.

LYONs—In 2001, the Company issued $830 million (value at maturity) in LYONs. The net proceeds to the Company were $505 million, of which approximately $100 million was used to pay down debt and the balance was used for general corporate purposes, including acquisitions. The LYONs carry a yield to maturity of 2.375% (with contingent interest payable as described below). Holders of the LYONs may convert each $1,000 of principal amount at maturity into 29.0704 shares of the Company's common stock (in the aggregate for all LYONs that were originally issued, approximately 24.0 million shares of the Company's common stock) at any time on or before the maturity date of January 22, 2021. As of December 31, 2011, an aggregate of approximately 10 million shares of the Company's common stock had been issued upon conversion of LYONs. As of December 31, 2011, the accreted value of the outstanding LYONs was lower than the traded market value of the underlying common stock issuable upon conversion. The Company may redeem all or a portion of the LYONs for cash at any time at scheduled redemption prices. Holders had the right to require the Company to purchase all or a portion of the notes for cash and/or Company common stock, at the Company's option, on each of January 22, 2004 and January 22, 2011, which resulted in aggregate notes with an accreted value of approximately $1 million being redeemed by the Company for cash.

Under the terms of the LYONs, the Company will pay contingent interest to the holders of LYONs during any six month period from January 23 to July 22 and from July 23 to January 22 if the average market price of a LYON for a specified measurement period equals 120% or more of the sum of the issue price and accrued original issue discount for such LYON. The amount of contingent interest to be paid with respect to any quarterly period is equal to the higher of either 0.0315% of the bonds' average market price during the specified measurement period or the amount of the common stock dividend paid during such quarterly period multiplied by the number of shares issuable upon conversion of a LYON. The Company paid approximately $1 million, $2 million and $1 million of contingent interest on the LYONs for the years ended December 31, 2011, 2010 and 2009, respectively. Except for the contingent interest described above, the Company will not pay interest on the LYONs prior to maturity.

Covenants and Redemption Provisions Applicable to the Notes

The Company may redeem some or all of the 2014 Notes, the 2016 Notes, the 2018 Notes and/or the 2019 Notes at any time by paying the principal amount and a "make-whole" premium, plus accrued and unpaid interest. Prior to March 23, 2021 (three months prior to their maturity date), the Company may redeem some or all of the 2021 Notes by paying the principal amount and a "make-whole" premium, plus accrued and unpaid interest. On or after March 23, 2021, the Company may redeem some or all of the 2021 Notes for their principal amount plus accrued and unpaid interest. If a change of control triggering event occurs with respect to the Notes, each holder of Notes may require the Company to repurchase some or all of its Notes at a purchase price equal to 101% of the principal amount of the Notes, plus accrued interest (100% of the principal amount plus accrued interest in the case of Eurobond Notes). A change of control triggering event means the occurrence of both a change of control and a rating event, each as defined in the applicable supplemental indenture or comparable instrument. Except in connection with a change of control triggering event as described above, the Company does not have any credit rating downgrade triggers that would accelerate the maturity of a material amount of outstanding debt. In addition, the Company may redeem the Eurobond notes upon the occurrence of specified, adverse changes in tax laws, or interpretations under such laws, at a redemption price equal to the principal amount of the notes to be redeemed.

The indentures and comparable instruments pursuant to which the Notes were issued each contain customary covenants including, for example, limits on the incurrence of secured debt and sale/leaseback transactions. None of these covenants are considered restrictive to the Company's operations and as of December 31, 2011, the Company was in compliance with all of its debt covenants.

Beckman Coulter Indebtedness

In connection with the acquisition of Beckman Coulter, the Company also assumed indebtedness with a fair value of $1.6 billion (the "Beckman Coulter Notes"). During the third quarter of 2011, the Company retired substantially all of the Beckman Coulter Notes using proceeds from the issuance of U.S. dollar commercial paper and recorded an approximate $33 million ($21 million, after tax or $0.03 per diluted share) charge to earnings due to "make whole" payments associated with the extinguishment of certain of the Beckman Coulter Notes. The charge to earnings is reflected as a loss on early extinguishment of debt in the accompanying Consolidated Statement of Earnings.

Other

The minimum principal payments during the next five years are as follows: 2012 - $98 million, 2013 - $1,037 million, 2014 - $406 million, 2015 - $32 million, 2016 - $1,481 million and $2,251 million thereafter.

The Company made interest payments of approximately $133 million, $107 million and $88 million in 2011, 2010 and 2009, respectively.

(11) PENSION BENEFIT PLANS:

The Company has noncontributory defined benefit pension plans which cover certain of its U.S. employees. Benefit accruals under most of these plans have ceased. The Company also has noncontributory defined benefit pension plans which cover certain of its non-U.S. employees, and under certain of these plans, benefit accruals continue. In general, the Company's policy is to fund these plans based on considerations relating to legal requirements, underlying asset returns, the plan's funded status, the anticipated deductibility of the contribution, local practices, market conditions, interest rates, and other factors. The following sets forth the funded status of the U.S. and non-U.S. plans as of the most recent actuarial valuations using measurement dates of December 31, 2011 and 2010 ($ in millions):

	U.S. Pension Benefits		Non-U.S. Pension Benefits	
	2011	2010	2011	2010
Change in pension benefit obligation:				
Benefit obligation at beginning of year	$ 1,382.4	$ 1,309.3	$ 685.4	$ 646.1
Service cost	15.0	2.2	17.4	12.3
Interest cost	91.1	71.1	39.2	30.4
Employee contributions	—	—	5.7	2.8
Benefits paid and other	(120.3)	(89.0)	(38.8)	(35.5)
Acquisitions	852.7	56.5	323.5	8.8
Actuarial loss	159.2	32.3	49.2	29.7
Amendments, settlements and curtailments	(64.0)	—	(16.5)	(0.4)
Foreign exchange rate impact	—	—	(26.6)	(8.8)
Benefit obligation at end of year	2,316.1	1,382.4	1,038.5	685.4
Change in plan assets:				
Fair value of plan assets at beginning of year	1,073.6	916.4	406.7	374.7
Actual return on plan assets	(0.7)	109.9	8.2	28.0
Employer contributions	131.9	90.5	45.4	32.7
Employee contributions	—	—	5.6	2.8
Plan settlements	—	—	(12.7)	(0.5)
Benefits paid and other	(120.3)	(89.0)	(38.8)	(35.5)
Acquisitions	650.9	45.8	243.3	0.3
Foreign exchange rate impact	—	—	(14.8)	4.2
Fair value of plan assets at end of year	1,735.4	1,073.6	642.9	406.7
Funded status	(580.7)	(308.8)	(395.6)	(278.7)
Less: Funded status attributable to discontinued operations	1.9	(1.7)	4.6	9.0
Accrued benefit cost – continuing operations	$ (578.8)	$ (310.5)	$ (391.0)	$ (269.7)

The significant change in the benefit obligation and plan assets from acquisitions during 2011 reflects the impact of the Beckman Coulter acquisition in June 2011. Refer to Note 2.

Weighted average assumptions used to determine benefit obligations at date of measurement:

	U. S. Plans		Non-U.S. Plans	
	2011	2010	2011	2010
Discount rate	4.50%	5.20%	4.10%	4.70%
Rate of compensation increase	4.00%	4.00%	3.00%	3.00%

Components of net periodic pension cost ($ in millions):

	U. S. Pension Benefits		Non-U.S. Pension Benefits	
	2011	2010	2011	2010
Service cost	$ 15.0	$ 2.2	$ 17.4	$ 12.3
Interest cost	91.1	71.1	39.2	30.4
Expected return on plan assets	(115.2)	(83.0)	(27.4)	(19.0)
Amortization of prior service credit	—	—	(0.3)	(0.3)
Amortization of net loss	28.9	19.7	3.3	1.2
Curtailment and settlement (gains) losses recognized	(3.3)	—	1.2	—
Net periodic pension cost	$ 16.5	$ 10.0	$ 33.4	$ 24.6

Weighted average assumptions used to determine net periodic pension cost at date of measurement:

	U. S. Plans		Non-U.S. Plans	
	2011	2010	2011	2010
Discount rate	5.20%	5.75%	4.70%	5.10%
Expected long-term return on plan assets	8.00%	8.00%	4.90%	5.25%
Rate of compensation increase	4.00%	4.00%	3.00%	3.05%

The discount rate reflects the market rate on December 31 for high-quality fixed-income investments with maturities corresponding to the Company's benefit obligations and is subject to change each year. For non-U.S. plans, rates appropriate for each plan are determined based on investment grade instruments with maturities approximately equal to the average expected benefit payout under the plan. Included in accumulated other comprehensive income at December 31, 2011 are the following amounts that have not yet been recognized in net periodic pension cost: unrecognized prior service credits of $2 million ($2 million, net of tax) and unrecognized actuarial losses of $757 million ($494 million, net of tax). The unrecognized losses and prior service credits, net, is calculated as the difference between the actuarially determined projected benefit obligation and the value of the plan assets less accrued pension costs as of December 31, 2011. The prior service credits and actuarial loss included in accumulated comprehensive income and expected to be recognized in net periodic pension costs during the year ending December 31, 2012 is $0.2 million ($0.1 million, net of tax) and $43 million ($28 million, net of tax), respectively. No plan assets are expected to be returned to the Company during the year ending December 31, 2012.

Selection of Expected Rate of Return on Assets

For the years ended December 31, 2011, 2010 and 2009, the Company used an expected long-term rate of return assumption of 8.0% for its U.S. defined benefit pension plan. The Company intends to use an expected long-term rate of return assumption of 7.5% for 2012 for its U.S. plan. This expected rate of return reflects the asset allocation of the plan, and is based primarily on broad, publicly traded equity and fixed-income indices and forward-looking estimates of active portfolio and investment management. Long-term rate of return on asset assumptions for the non-U.S. plans were determined on a plan-by-plan basis based on the composition of assets and ranged from 1.25% to 7.90% and 1.25% to 7.20% in 2011 and 2010, respectively, with a weighted average rate of return assumption of 4.90% and 5.25% in 2011 and 2010, respectively.

Plan Assets

The U.S. plan's goal is to maintain between 60% and 70% of its assets in equity portfolios, which are invested in individual equity securities or funds that are expected to mirror broad market returns for equity securities or in assets with characteristics similar to equity investments, such as venture capital funds and partnerships. Asset holdings are periodically rebalanced when equity holdings are outside this range. The balance of the U.S. plan asset portfolio is invested in corporate bonds, bond index funds or U.S. Treasury securities. Non-U.S. plan assets are invested in various insurance contracts, equity and debt securities as determined by the administrator of each plan. The value of the plan assets directly affects the funded status of the Company's pension plans recorded in the financial statements.

The fair values of the Company's pension plan assets for both the U.S. and non-U.S. plans at December 31, 2011, by asset category were as follows ($ in millions):

	Quoted Prices in Active Market (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total
Cash	$ 39.5	$ —	$ —	$ 39.5
Equity securities:				
Common stock	290.4	58.2	—	348.6
Preferred stock	12.4	—	—	12.4
Fixed income securities:				
Corporate bonds	—	171.9	—	171.9
Government issued	—	14.1	—	14.1
Mutual funds	619.5	279.8	—	899.3
Common/collective trusts	—	515.4	—	515.4
Venture capital and partnerships	—	—	163.9	163.9
Real estate	—	—	152.0	152.0
Insurance contracts	—	61.2	—	61.2
Total	$ 961.8	$ 1,100.6	$ 315.9	$ 2,378.3

The fair values of the Company's pension plan assets for both the U.S. and non-U.S. plans at December 31, 2010, by asset category were as follows ($ in millions):

	Quoted Prices in Active Market (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total
Cash	$ 16.8	$ —	$ —	$ 16.8
Equity securities:				
Common stock	376.2	—	0.7	376.9
Preferred stock	13.1	—	—	13.1
Fixed income securities:				
Corporate bonds	92.4	—	—	92.4
Government issued	49.7	—	—	49.7
Mutual funds	348.4	11.4	—	359.8
Common/collective trusts	—	372.7	—	372.7
Venture capital and partnerships	—	—	62.6	62.6
Real estate	—	—	101.7	101.7
Insurance contracts	—	34.6	—	34.6
Total	$ 896.6	$ 418.7	$ 165.0	$ 1,480.3

Common stock, preferred stock, corporate bonds, U.S. government securities and certain mutual funds are valued at the quoted closing price reported on the active market on which the individual securities are traded. Corporate bonds and U.S. government securities that are not traded on an active market are valued at quoted prices reported by investment brokers and dealers based on the underlying terms of the security and comparison to similar securities traded on an active market.

Common/collective trusts are valued based on the plan's interest, represented by investment units, in the underlying investments held within the trust that are traded in an active market by the trustee.

Venture capital and partnership investments are valued based on the information provided by the asset fund managers, which reflects the plan's share of the fair value of the net assets of the investment. The investments are valued using a combination of discounted cash flows, earnings and market multiples and through reference to the quoted market prices of the underlying investments held by the venture or partnership where available. Valuation adjustments reflect changes in operating results, financial condition, or prospects of the applicable portfolio company.

Real estate investments are valued periodically using discounted cash flow models which consider long-term lease estimates, future rental receipts and estimated residual values. The real estate investment fund managers supplement the discounted cash flow valuations with third-party appraisals that are performed on either a quarterly or an annual basis.

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

The table below sets forth a summary of changes in the fair value of the Level 3 investments for the years ended December 31, 2011 and 2010 ($ in millions):

	Common Stock	Venture capital and partnerships	Real estate	Total
Balance, January 1, 2010	$ 6.4	$ 52.2	$ 100.2	$ 158.8
Actual return on plan assets:				
— Relating to assets sold during the period	(0.1)	(1.0)	—	(1.1)
— Relating to assets still held at December 31, 2010	0.5	1.9	(0.7)	1.7
Acquisitions	—	9.9	—	9.9
Purchases, sales, issuances and settlements (net)	(6.1)	(0.4)	2.2	(4.3)
Balance, December 31, 2010	$ 0.7	$ 62.6	$ 101.7	$ 165.0
Actual return on plan assets:				
— Relating to assets sold during the period	—	—	0.9	0.9
— Relating to assets still held at December 31, 2011	—	(16.0)	8.6	(7.4)
Acquisitions	—	114.2	40.2	154.4
Purchases	—	7.0	2.3	9.3
Sales	(0.7)	(1.3)	(1.7)	(3.7)
Settlements	—	(2.6)	—	(2.6)
Balance, December 31, 2011	$ —	$ 163.9	$ 152.0	$ 315.9

Expected Contributions

During 2011, the Company contributed approximately $132 million to its U.S. defined benefit pension plan and approximately $45 million to its non-U.S. defined benefit pension plans. During 2012, the Company's cash contribution requirements for its U.S. plan are not expected to be significant. The Company's cash contribution requirements for its non-U.S. plans are expected to be approximately $50 million, although the ultimate amounts to be contributed to the U.S. and non-U.S. plans depend upon, among other things, legal requirements, underlying asset returns, the plan's funded status, the anticipated tax deductibility of the contribution, local practices, market conditions, interest rates and other factors.

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The following table sets forth benefit payments, which reflect expected future service, as appropriate, expected to be paid by the plans in the periods indicated ($ in millions):

	U.S. Pension Plans	Non-U.S. Pension Plans	All Pension Plans
2012	$ 168.9	$ 44.3	$ 213.2
2013	161.1	44.1	205.2
2014	161.6	42.7	204.3
2015	165.9	45.3	211.2
2016	159.0	46.3	205.3
2017-2021	830.5	246.7	1,077.2

Other Matters

Substantially all employees not covered by defined benefit plans are covered by defined contribution plans, which generally provide for Company funding based on a percentage of compensation.

A limited number of the Company's subsidiaries participate in multiemployer defined benefit and contribution plans, primarily outside of the United States, that require the Company to periodically contribute funds to the plan. The risks of participating in a multiemployer plan compared to a single-employer plan differ in the following respects: (1) assets contributed to the multiemployer plan by one employer may be used to provide benefits to employees of other participating employers, (2) if a participating employer ceases contributing to the plan, the unfunded obligations of the plan may be required to be borne by the remaining participating employers, and (3) if the Company elects to stop participating in the plan, the Company may be required to pay the plan an amount based on the unfunded status of the plan. None of the multiemployer plans in which the Company's subsidiaries participate are considered to be quantitatively or qualitatively significant, either individually or in the aggregate. In addition, contributions made to these plans during 2011, 2010 and 2009 were not considered significant, either individually or in the aggregate.

Expense for all defined benefit and defined contribution pension plans amounted to $166 million, $126 million and, $109 million for the years ended December 31, 2011, 2010 and 2009, respectively.

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(12) OTHER POST RETIREMENT EMPLOYEE BENEFIT PLANS:

In addition to providing pension benefits, the Company provides certain health care and life insurance benefits for some of its retired employees in the United States. Certain employees may become eligible for these benefits as they reach normal retirement age while working for the Company. The following sets forth the funded status of the domestic plans as of the most recent actuarial valuations using measurement dates of December 31, 2011 and 2010 ($ in millions):

	Post Retirement Medical Benefits	
	2011	2010
Change in benefit obligation:		
Benefit obligation at beginning of year	$ 123.7	$ 104.8
Service cost	1.6	0.9
Interest cost	9.5	6.3
Amendments, curtailments and other	2.0	0.5
Actuarial loss	16.0	23.8
Acquisitions	125.1	—
Retiree contributions	6.6	1.8
Benefits paid	(19.7)	(14.4)
Benefit obligation at end of year	264.8	123.7
Change in plan assets:		
Fair value of plan assets	—	—
Funded status /accrued benefit cost	$ (264.8)	$ (123.7)
Attributable to discontinued operations	2.5	2.5
Funded status /accrued benefit cost – continuing operations	(262.3)	(121.2)

At December 31, 2011, $245 million of the total underfunded status of the plan was recognized as long-term accrued post retirement liability since it is not expected to be funded within one year. At December 31, 2010, $111 million of the total underfunded status of the plan was recognized as long-term accrued post-retirement liability.

Weighted average assumptions used to determine benefit obligations at date of measurement:

	2011	2010
Discount rate	4.50%	5.20%
Medical trend rate – initial	7.70%	7.90%
Medical trend rate – grading period	17 years	18 years
Medical trend rate – ultimate	4.50%	4.50%

Effect of a one-percentage-point change in assumed health care cost trend rates ($ in millions):

	1% Increase	1% Decrease
Effect on the total of service and interest cost components	$ 1.0	$ (0.9)
Effect on post retirement medical benefit obligation	24.4	(21.2)

The medical trend rate used to determine the post retirement benefit obligation was 7.70% for 2011. The rate decreases gradually to an ultimate rate of 4.5% in 2028, and remains at that level thereafter. The trend is a significant factor in determining the amounts reported.

Components of net periodic benefit cost ($ in millions):

	Post Retirement Medical Benefits	
	2011	2010
Service cost	$ 1.6	$ 0.9
Interest cost	9.5	6.3
Amortization of loss	4.0	2.3
Amortization of prior service credit	(5.9)	(7.9)
Curtailment loss	3.0	—
Net periodic benefit cost	$ 12.2	$ 1.6

Included in accumulated other comprehensive income at December 31, 2011 are the following amounts that have not yet been recognized in net periodic benefit cost: unrecognized prior service credits of $16 million ($10 million, net of tax) and unrecognized actuarial losses of $54 million ($34 million, net of tax). The unrecognized losses and prior service credits, net, is calculated as the difference between the actuarially determined projected benefit obligation and the value of the plan assets less accrued benefit costs as of December 31, 2011. The prior service credits and actuarial loss included in accumulated comprehensive income and expected to be recognized in net periodic benefit costs during the year ending December 31, 2012 is $6 million ($4 million, net of tax) and $4 million ($2 million, net of tax), respectively.

The following table sets forth benefit payments, which reflect expected future service, as appropriate, expected to be paid in the periods indicated ($ in millions):

	Amount
2012	$ 21.8
2013	21.7
2014	21.8
2015	22.1
2016	22.4
2017-2021	109.7

(13) LEASES AND COMMITMENTS:

The Company's operating leases extend for varying periods of time up to twenty years and, in some cases, contain renewal options that would extend existing terms beyond twenty years. Future minimum rental payments for all operating leases having initial or remaining non-cancelable lease terms in excess of one year are $195 million in 2012, $156 million in 2013, $124 million in 2014, $95 million in 2015, $76 million in 2016 and $134 million thereafter. Total rent expense for all operating leases was $210 million, $146 million and, $132 million, for the years ended December 31, 2011, 2010 and 2009, respectively.

The Company generally accrues estimated warranty costs at the time of sale. In general, manufactured products are warranted against defects in material and workmanship when properly used for their intended purpose, installed correctly, and appropriately maintained. Warranty period terms depend on the nature of the product and range from 90 days up to the life of the product. The amount of the accrued warranty liability is determined based on historical information such as past experience, product failure rates or number of units repaired, estimated cost of material and labor, and in certain instances estimated property damage. The accrued warranty liability is reviewed on a quarterly basis and may be adjusted as additional information regarding expected warranty costs becomes known.

In certain cases, the Company will sell extended warranty or maintenance agreements. The proceeds from these agreements is deferred and recognized as revenue over the term of the agreement.

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The following is a rollforward of the Company's accrued warranty liability for the years ended December 31, 2011 and 2010 ($ in millions):

Balance January 1, 2010	$ 120.5
Accruals for warranties issued during period	117.5
Settlements made	(113.5)
Additions due to acquisitions	9.6
Amount transferred to Apex joint venture	(6.1)
Effect of foreign currency translation	(0.3)
Balance December 31, 2010	127.7
Accruals for warranties issued during period	115.2
Settlements made	(125.4)
Additions due to acquisitions	21.3
Effect of foreign currency translation	(1.9)
Balance December 31, 2011	$ 136.9

(14) LITIGATION AND CONTINGENCIES:

The Company is, from time to time, subject to a variety of litigation and similar proceedings incidental to its business (or the business operations of previously owned entities). These lawsuits primarily involve claims for damages arising out of the use of the Company's products and services and claims relating to intellectual property matters, employment matters, tax matters, commercial disputes, competition and sales and trading practices, personal injury and insurance coverage. The Company may also become subject to lawsuits as a result of past or future acquisitions or as a result of liabilities retained from, or representations, warranties or indemnities provided in connection with, divested businesses. Some of these lawsuits may include claims for punitive and consequential, as well as compensatory damages. Based upon the Company's experience, current information and applicable law, it does not believe that these proceedings and claims will have a material effect on its financial statements.

While the Company maintains general, products, property, workers' compensation, automobile, cargo, aviation, crime, fiduciary and directors' and officers' liability insurance (and has acquired rights under similar policies in connection with certain acquisitions) up to certain limits that cover certain of these claims, this insurance may be insufficient or unavailable to cover such losses. For general and products liability and most other insured risks, the Company purchases outside insurance coverage only for severe losses ("stop loss" insurance) and must establish and maintain reserves with respect to amounts within the self-insured retention. In addition, while the Company believes it is entitled to indemnification from third parties for some of these claims, these rights may also be insufficient or unavailable to cover such losses.

The Company recognizes a liability for any contingency that is probable of occurrence and reasonably estimable. The Company periodically assesses the likelihood of adverse judgments or outcomes for these matters, as well as amounts or ranges of probable losses, and if appropriate recognizes a reserve for these contingencies. These reserves consist of specific reserves for individual claims and additional amounts for anticipated developments of these claims as well as for incurred but not yet reported claims. The specific reserves for individual known claims are quantified with the assistance of legal counsel and outside risk insurance professionals where appropriate. In addition, outside risk insurance professionals assist in the determination of reserves for incurred but not yet reported claims through evaluation of the Company's specific loss history, actual claims reported, and industry trends among statistical and other factors. Reserve estimates are adjusted as additional information regarding a claim becomes known. Because most contingencies are resolved over long periods of time, liabilities may change in the future due to new developments (including litigation developments, the discovery of new facts, changes in legislation and outcomes of similar cases), changes in assumptions or changes in the Company's settlement strategy. While the Company actively pursues financial recoveries from insurance providers, it does not recognize any recoveries until realized or until such time as a sustained pattern of collections is established related to historical matters of a similar nature and magnitude. If the Company's self-insurance and litigation reserves prove inadequate, it would be required to incur an expense equal to the amount of the loss incurred in excess of the reserves, which would adversely affect the Company's net earnings. Please see Note 9 for information about the amount of the Company's accruals for self-insurance and litigation liability.

In addition, the Company's operations, products and services are subject to environmental laws and regulations in the jurisdictions in which they operate, which impose limitations on the discharge of pollutants into the environment and establish standards for the use, generation, treatment, storage and disposal of hazardous and non-hazardous wastes. A number of the Company's operations involve the handling, manufacturing, use or sale of substances that are or could be classified as hazardous materials within the meaning of applicable laws. The Company must also comply with various health and safety regulations in both the United States and abroad in connection with its operations. Compliance with these laws and regulations has not had and, based on current information and the applicable laws and regulations currently in effect, is not expected to have a material effect on the Company's capital expenditures, earnings or competitive position, and the Company does not anticipate material capital expenditures for environmental control facilities.

In addition to environmental compliance costs, the Company from time to time incurs costs related to alleged damages associated with past or current waste disposal practices or other hazardous materials handling practices. For example, generators of hazardous substances found in disposal sites at which environmental problems are alleged to exist, as well as the current and former owners of those sites and certain other classes of persons, are subject to claims brought by state and federal regulatory agencies pursuant to statutory authority. The Company has received notification from the U.S. Environmental Protection Agency, and from state and non-U.S. environmental agencies, that conditions at certain sites where the Company and others previously disposed of hazardous wastes and/or are or were property owners require clean-up and other possible remedial action, including sites where the Company has been identified as a potentially responsible party under U.S. federal and state environmental laws. The Company has projects underway at a number of current and former facilities, in both the United States and abroad, to investigate and remediate environmental contamination resulting from past operations. Remediation activities generally relate to soil and/or groundwater contamination and may include pre-remedial activities such as fact-finding and investigation, risk assessment, feasibility study, and/or design, as well as remediation actions such as contaminant removal, monitoring and/or installation, operation and maintenance of longer-term remediation systems. The Company is also from time to time party to personal injury or other claims brought by private parties alleging injury due to the presence of or exposure to hazardous substances.

The Company has made a provision for environmental investigation and remediation and environmental-related claims with respect to sites owned or formerly owned by the Company and its subsidiaries and third-party sites where the Company has been determined to be a potentially responsible party. The Company generally makes an assessment of the costs involved for its remediation efforts based on environmental studies, as well as its prior experience with similar sites. The ultimate cost of site cleanup is difficult to predict given the uncertainties of the Company's involvement in certain sites, uncertainties regarding the extent of the required cleanup, the availability of alternative cleanup methods, variations in the interpretation of applicable laws and regulations, the possibility of insurance recoveries with respect to certain sites and the fact that imposition of joint and several liability with right of contribution is possible under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 and other environmental laws and regulations. If the Company determines that potential liability for a particular site or with respect to a personal injury claim is probable and reasonably estimable, the Company accrues the total estimated loss, including investigation and remediation costs, associated with the site or claim. Please see Note 9 for additional information about the Company's environmental reserves.

All provisions have been recorded without giving effect to any possible future third party recoveries. While the Company actively pursues insurance recoveries, as well as recoveries from other potentially responsible parties, the Company does not recognize any insurance recoveries for environmental liability claims until realized or until such time as a sustained pattern of collections is established related to historical matters of a similar nature and magnitude.

The Company's Restated Certificate of Incorporation requires it to indemnify to the full extent authorized or permitted by law any person made, or threatened to be made a party to any action or proceeding by reason of his or her service as a director or officer of the Company, or by reason of serving at the request of the Company as a director or officer of any other entity, subject to limited exceptions. Danaher's Amended and Restated By-laws provide for similar indemnification rights. In addition, Danaher has executed with each director and executive officer of Danaher Corporation an indemnification agreement which provides for substantially similar indemnification rights and under which Danaher has agreed to pay expenses in advance of the final disposition of any such indemnifiable proceeding. While the Company maintains insurance for this type of liability, a significant deductible applies to this coverage and any such liability could exceed the amount of the insurance coverage.

At December 31, 2011 and 2010, the Company had approximately $330 million and $374 million, respectively, of guarantees consisting primarily of outstanding standby letters of credit, bank guarantees and performance and bid bonds. These guarantees have been provided in connection with certain arrangements with vendors, customers,

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financing counterparties and governmental entities to secure the Company's obligations and/or performance requirements related to specific transactions. The Company believes that if the obligations under these instruments were triggered, it would not have a material effect on its financial statements.

(15) INCOME TAXES FROM CONTINUING OPERATIONS:

Earnings from continuing operations before income taxes for the years ended December 31 consists of the following ($ in millions):

	2011	2010	2009
United States	$ 1,168.1	$ 1,006.3	$ 476.6
International	1,279.8	1,223.3	849.5
Total	$ 2,447.9	$ 2,229.6	$ 1,326.1

The provision for income taxes from continuing operations for the years ended December 31 consists of the following ($ in millions):

	2011	2010	2009
Current:			
Federal U.S.	$ (6.3)	$ 362.2	$ 274.4
Non - U.S.	206.0	88.7	100.2
State and local	41.5	22.8	20.6
Deferred:			
Federal U.S.	265.9	45.1	(41.8)
Non - U.S.	(13.3)	(12.4)	(119.9)
State and local	18.8	5.0	5.5
Income tax provision	$ 512.6	$ 511.4	$ 239.0

The provision for income taxes from discontinued operations for the years ended December 31, 2011, 2010 and 2009 was $146 million, $38 million and, $34 million, respectively.

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Net current deferred income tax assets are reflected in prepaid expenses and other current assets and net long-term deferred income tax liabilities are included in other long-term liabilities in the accompanying Consolidated Balance Sheet. Deferred income tax assets and liabilities as of December 31 consist of the following ($ in millions):

	2011	2010
Deferred Tax Assets:		
Allowance for doubtful accounts	$ 70.9	$ 46.1
Inventories	154.5	74.5
Pension and postretirement benefits	382.0	173.7
Environmental and regulatory compliance	35.5	30.8
Other accruals and prepayments	338.1	300.3
Stock compensation expense	114.6	97.9
Tax credit and loss carryforwards	864.0	787.1
Other	2.8	15.2
Valuation allowance	(316.6)	(283.9)
Total deferred tax asset	1,645.8	1,241.7
Deferred Tax Liabilities:		
Property, plant and equipment	(258.5)	(69.5)
Insurance, including self – insurance	(108.9)	(55.3)
Basis difference in LYONs	(118.6)	(151.3)
Goodwill and other intangibles	(2,016.4)	(1,098.1)
Deferred service income	(174.7)	(180.9)
Unrealized gains on marketable securities	(56.8)	(42.5)
Total deferred tax liability	(2,733.9)	(1,597.6)
Net deferred tax liability	$ (1,088.1)	$ (355.9)

Deferred taxes associated with temporary differences resulting from timing of recognition for income tax purposes of fees paid for services rendered between consolidated entities are reflected as deferred service income in the above table. These fees are fully eliminated in consolidation and have no effect on reported revenue, income or reported income tax expense. The Company evaluates the future realizability of tax credits and loss carryforwards considering the anticipated future earnings of the Company's subsidiaries as well as tax planning strategies in the associated jurisdictions. Deferred taxes associated with U.S. entities consist of net deferred tax liabilities of approximately $1,075 million and $528 million as of December 31, 2011 and 2010, respectively. Deferred taxes associated with non-U.S. entities consist of net deferred tax liabilities of approximately $13 million and net deferred tax assets of $172 million as of December 31, 2011 and 2010, respectively.

The effective income tax rate for the years ended December 31 varies from the statutory federal income tax rate as follows:

	Percentage of Pre-Tax Earnings		
	2011	2010	2009
Statutory federal income tax rate	35.0%	35.0%	35.0%
Increase (decrease) in tax rate resulting from:			
State income taxes (net of Federal income tax benefit)	1.0	1.4	1.6
Foreign income taxed at lower rate than U.S. statutory rate	(12.8)	(10.5)	(12.7)
Resolution of uncertain tax positions/statute expirations	(2.4)	(0.6)	(7.3)
Acquisition costs	0.4	—	0.6
Research and experimentation credits and other	(0.3)	(0.3)	0.8
Joint venture formation	—	(2.1)	—
Effective income tax rate	20.9%	22.9%	18.0%

The Company's effective tax rate related to continuing operations for each of 2011, 2010 and 2009 differs from the U.S. federal statutory rate of 35% due principally to the Company's earnings outside the United States that are indefinitely reinvested and taxed at rates lower than the U.S. federal statutory rate. The tax rates are also lower than the U.S. statutory rate due to recognition of tax benefits associated with certain international and domestic tax positions being resolved in the Company's favor, tax rulings, court decisions and the lapse of statutes of limitations. The impact of the favorable resolutions have been treated as discrete items in the period they were resolved and, in addition to changes in estimates related to reserves associated with prior period uncertain tax positions reduced the provision for income taxes by approximately 240 basis points ($59 million or $0.08 per diluted share), 60 basis points ($12 million, or $0.02 per diluted share), and 730 basis points ($97 million, or $0.15 per diluted share) during the years ended December 31, 2011, 2010, and 2009, respectively.

The Company made income tax payments related to continuing operations of $303 million, $282 million, and $283 million in 2011, 2010 and 2009, respectively. In addition, the Company made tax payments related to discontinued operations, including the gain on the sale of PSA (refer to Note 3) totaling $129 million in 2011. Current income tax payable has been reduced by $25 million, $57 million, and $53 million in 2011, 2010 and 2009, respectively, for tax deductions attributable to stock-based compensation. The net income tax benefit attributable to stock-based compensation in excess of the benefit recorded for financial reporting purposes has been recorded as an increase to additional paid-in capital.

Included in deferred income taxes as of December 31, 2011 are tax benefits for U.S. and non-U.S. net operating loss carryforwards totaling $337 million (net of applicable valuation allowances of $316 million). Certain of the losses can be carried forward indefinitely and others can be carried forward to various dates from 2012 through 2031. In addition, the Company had general business and foreign tax credit carryforwards of $210 million (net of applicable valuation allowances of $1 million) at December 31, 2011. Included in the deferred tax asset related to net operating loss carryforwards and tax credits is $140 million associated with the indirect impact of certain unrecognized tax benefits (see below).

As of December 31, 2011, gross unrecognized tax benefits totaled approximately $518 million ($451 million, net of offsetting indirect tax benefits and including $129 million associated with potential interest and penalties). As of December 31, 2010, gross unrecognized tax benefits totaled approximately $518 million ($402 million, net of offsetting indirect tax benefits and including $84 million associated with potential interest and penalties). The Company recognized approximately $56 million, $25 million and $18 million in potential interest and penalties associated with uncertain tax positions during 2011, 2010 and 2009, respectively. To the extent unrecognized tax benefits (including interest and penalties) are not assessed with respect to uncertain tax positions, amounts accrued will be reduced and reflected as a reduction of the overall income tax provision. Unrecognized tax benefits and associated accrued interest and penalties are included in taxes, income and other in accrued expenses as detailed in Note 9.

A reconciliation of the beginning and ending amount of unrecognized tax benefits, excluding amounts accrued for potential interest and penalties, is as follows ($ in millions):

	2011	2010	2009
Unrecognized tax benefits, beginning of year	$ 517.5	$ 439.3	$ 446.9
Additions based on tax positions related to the current year	46.6	62.2	33.4
Additions for tax positions of prior years	77.1	101.8	82.3
Reductions for tax positions of prior years	(59.7)	(50.0)	(11.8)
Acquisitions	85.5	5.7	3.0
Lapse of statute of limitations	(124.3)	(32.8)	(104.5)
Settlements	(21.2)	(4.9)	(21.6)
Effect of foreign currency translation	(3.2)	(3.8)	11.6
Unrecognized tax benefits, end of year	$ 518.3	$ 517.5	$ 439.3

The Company and its subsidiaries are routinely examined by various taxing authorities. The Internal Revenue Service ("IRS") has initiated examinations of certain of the Company's federal income tax returns for the years 2008 and 2009. It is expected that these examinations will be completed in early 2013. In addition, the Company has subsidiaries in Austria, Belgium, Germany, Denmark, Canada, France, Hong Kong, India, Australia and various other states, provinces and countries that are currently under audit for years ranging from 2000 through 2010.

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The Company files numerous consolidated and separate income tax returns in the United States Federal jurisdiction and in many state and foreign jurisdictions. With few exceptions, the Company is no longer subject to U.S. federal income tax examinations for years before 2006 and is no longer subject to state, local and foreign income tax examinations by tax authorities for years before 2000.

Management estimates that it is reasonably possible that the amount of unrecognized tax benefits may be reduced by approximately $53 million within twelve months as a result of resolution of worldwide tax matters, tax audit settlements and/or statute expirations.

The Company operates in various non–U.S. tax jurisdictions where "tax holiday" income tax incentives have been granted for a specified period. These tax benefits are not material to the Company's financial statements.

As of December 31, 2011, the Company held $523 million of cash and cash equivalents outside of the United States. Although repatriation of some foreign balances may be restricted by local laws, most of the amounts held outside the United States could be repatriated to the United States but, under current law, could be subject to U.S. federal income taxes, less applicable foreign tax credits. For most of its foreign subsidiaries, the Company makes an election regarding the amount of earnings intended for indefinite reinvestment, with the balance available to be repatriated to the United States. A deferred tax liability has been accrued for the funds that are available to be repatriated to the United States. No provision for U.S. income taxes has been made with respect to earnings that are planned to be reinvested indefinitely outside the United States, and the amount of U S. income taxes that may be applicable to such earnings is not readily determinable given the various tax planning alternatives the Company could employ if it repatriated these earnings. The cash that the Company's foreign subsidiaries hold for indefinite reinvestment is generally used to finance foreign operations and investments, including acquisitions. As of December 31, 2011 and 2010, the total amount of earnings planned to be reinvested indefinitely outside the United States for which deferred taxes have not been provided was approximately $7.8 billion and $6.5 billion, respectively.

(16) NET EARNINGS PER SHARE FROM CONTINUING OPERATIONS:

Basic net earnings per share ("EPS") from continuing operations is calculated by dividing net earnings from continuing operations by the weighted-average number of common shares outstanding for the applicable period. Diluted net EPS from continuing operations is computed based on the weighted average number of common shares outstanding increased by the number of additional shares that would have been outstanding had the potentially dilutive common shares been issued and reduced by the number of shares the Company could have repurchased with the proceeds from the issuance of the potentially dilutive shares. For the years ended December 31, 2011 and December 31, 2009, approximately 3 million and 5 million options to purchase shares, respectively, were not included in the diluted earnings per share calculation as the impact of their inclusion would have been anti-dilutive. There were no anti-dilutive options for the year ended December 31, 2010. Information related to the calculation of net earnings from continuing operations per share of common stock is summarized as follows (in millions, except per share amounts):

For the Year Ended December 31, 2011:

	Net Earnings from Continuing Operations (Numerator)	Shares (Denominator)	Per Share Amount
Basic EPS	$ 1,935.3	676.2	$ 2.86
Adjustment for interest on convertible debentures	7.1	—	
Incremental shares from assumed exercise of dilutive options and vesting of dilutive RSUs	—	11.3	
Incremental shares from assumed conversion of the convertible debentures	—	13.7	
Diluted EPS	$ 1,942.4	701.2	$ 2.77

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For the Year Ended December 31, 2010:

	Net Earnings from Continuing Operations (Numerator)	Shares (Denominator)	Per Share Amount
Basic EPS	$ 1,718.2	653.2	$ 2.63
Adjustment for interest on convertible debentures	10.6	—	
Incremental shares from assumed exercise of dilutive options and vesting of dilutive RSUs	—	9.0	
Incremental shares from assumed conversion of the convertible debentures	—	21.1	
Diluted EPS	$ 1,728.8	683.3	$ 2.53

For the Year Ended December 31, 2009:

	Net Earnings from Continuing Operations (Numerator)	Shares (Denominator)	Per Share Amount
Basic EPS	$ 1,087.0	641.5	$ 1.69
Adjustment for interest on convertible debentures	10.3	—	
Incremental shares from assumed exercise of dilutive options and vesting of dilutive RSUs	—	6.0	
Incremental shares from assumed conversion of the convertible debentures	—	24.0	
Diluted EPS	$ 1,097.3	671.5	$ 1.63

(17) STOCK TRANSACTIONS:

On May 11, 2010, the Company's Board of Directors (the "Board") approved a two-for-one stock split (effected in the form of a dividend by issuing one additional share of common stock for each issued share of common stock), which was paid on June 10, 2010 to stockholders of record at the close of business on May 25, 2010. All prior period share and per share amounts set forth in this report, including earnings per share and the weighted average number of shares outstanding for basic and diluted earnings per share for each respective period, have been adjusted to reflect the stock split.

On May 11, 2010, the Company's Board authorized the repurchase of up to 20 million shares of the Company's common stock from time to time on the open market or in privately negotiated transactions. There is no expiration date for the Company's repurchase program. The timing and amount of any shares repurchased will be determined by the Company's management based on its evaluation of market conditions and other factors. The repurchase program may be suspended or discontinued at any time. Any repurchased shares will be available for use in connection with the Company's equity compensation plans (or any successor plan) and for other corporate purposes. Neither the Company nor any "affiliated purchaser" repurchased any shares of Company common stock during 2011, 2010 or 2009. The Company expects to fund any repurchases using the Company's available cash balances or proceeds from the issuance of commercial paper. At December 31, 2011, the Company had 20 million shares remaining for stock repurchases under the existing Board authorization.

Stock options and RSUs have been issued to directors, officers and other employees under the Company's 1998 Stock Option Plan and the 2007 Stock Incentive Plan. In addition, in connection with the November 2007 Tektronix acquisition, the Company assumed the Tektronix 2005 Stock Incentive Plan and the Tektronix 2002 Stock Incentive Plan (the "Tektronix Plans") and assumed certain outstanding stock options, restricted stock and RSUs that had been awarded to Tektronix employees under the plans. These plans operate in a similar manner to the Company's 2007 Stock Incentive Plan and 1998 Stock Option Plan. No further equity awards will be issued under the 1998 Stock Option Plan or the Tektronix Plans. The 2007 Stock Incentive Plan provides for the grant of stock options, stock appreciation rights, RSUs, restricted stock or any other stock based award. In May 2011, the Company's shareholders approved amendments to the 2007 Stock Incentive Plan that, among other items, authorized the issuance of an additional 7 million shares pursuant to the plan bringing the total number of shares authorized for issuance under the plan to 45 million. No more than 14 million of the 45 million authorized shares may be granted in any form other than stock options or stock appreciation rights.

Stock options granted under the 2007 Stock Incentive Plan, the 1998 Stock Option Plan and the Tektronix Plans generally vest pro-rata over a five-year period and terminate ten years from the grant date, though the specific terms of each grant are determined by the Compensation Committee of the Company's Board (the "Compensation Committee"). The Company's executive officers and certain other employees have been awarded options with different vesting criteria, and options granted to outside directors are fully vested as of the grant date. Option exercise prices for options granted by the Company under these plans equal the closing price of the Company's common stock on the NYSE on the date of grant. Option exercise prices for the options outstanding under the Tektronix Plans were based on the closing price of Tektronix common stock on the date of grant. In connection with the Company's assumption of these options, the number of shares underlying each option and exercise price of each option were adjusted to reflect the substitution of the Company's stock for the Tektronix stock underlying these awards.

RSUs issued under the 2007 Stock Incentive Plan and the 1998 Stock Option Plan provide for the issuance of a share of the Company's common stock at no cost to the holder. Most RSU awards granted prior to the third quarter of 2009 are subject to performance criteria determined by the Compensation Committee, and RSU awards granted during or after the third quarter of 2009 to members of the Company's senior management are also subject to performance criteria. The RSUs that have been granted to employees under the 2007 Stock Incentive Plan and the 1998 Stock Option Plan generally provide for time-based vesting over a five year period, although the specific time-based vesting terms vary depending on grant date and on whether the recipient is a member of senior management. The RSUs that have been granted to directors under the 2007 Stock Incentive Plan vest on the earlier of the first anniversary of the grant date or the date of, and immediately prior to, the next annual meeting of the Company's shareholders following the grant date, but the underlying shares are not issued until the earlier of the director's death or the first day of the seventh month following the director's retirement from the Board. Prior to vesting, RSUs do not have dividend equivalent rights, do not have voting rights and the shares underlying the RSUs are not considered issued and outstanding.

Restricted shares issued under the Tektronix Plans were granted subject to certain time-based vesting restrictions such that the restricted share awards are fully vested after a period of five years. Holders of restricted shares have the right to vote such shares and receive dividends. The restricted shares are considered issued and outstanding at the date the award is granted.

The options, RSUs and restricted shares generally vest only if the employee is employed by the Company (or in the case of directors, the director continues to serve on the Company Board) on the vesting date or in other limited circumstances. To cover the exercise of options and vesting of RSUs, the Company generally issues new shares from its authorized but unissued share pool, although it may instead issue treasury shares in certain circumstances. At December 31, 2011, approximately 20 million shares of the Company's common stock were reserved for issuance under the 2007 Stock Incentive Plan.

The Company accounts for stock-based compensation by measuring the cost of employee services received in exchange for all equity awards granted, including stock options, RSUs and restricted shares, based on the fair value of the award as of the grant date. The Company recognizes the compensation expense over the requisite service period, which is generally the vesting period. The fair value for RSU and restricted stock awards was calculated using the closing price of the Company's common stock on the date of grant. The fair value of the options granted was calculated using a Black-Scholes Merton option pricing model ("Black-Scholes").

The following summarizes the assumptions used in the Black-Scholes model to value options granted during the years ended December 31, 2011, 2010 and 2009:

	Year Ended December 31,		
	2011	**2010**	**2009**
Risk-free interest rate	1.17 – 3.19%	1.39 – 3.41%	2.08 – 3.68%
Weighted average volatility	28%	28%	31%
Dividend yield	0.2%	0.2%	0.2%
Expected years until exercise	6 – 8.5	6 – 8.5	6 – 9.5

The Black-Scholes model incorporates assumptions to value stock-based awards. The risk-free rate of interest for periods within the contractual life of the option is based on a zero-coupon U.S. government instrument whose maturity period equals or approximates the option's expected term. Expected volatility is based on implied volatility from traded options on the Company's stock and historical volatility of the Company's stock. The dividend yield is calculated by dividing the Company's annual dividend, based on the most recent quarterly dividend rate, by the closing stock price on the grant date. To estimate the option exercise timing to be used in the valuation model, in addition to considering the vesting period and contractual term of the option, the Company analyzes and considers actual historical exercise experience for previously granted options. The Company stratifies its employee population into multiple groups for option valuation and attribution purposes based upon distinctive patterns of forfeiture rates and option holding periods.

The amount of stock-based compensation expense recognized during a period is based on the portion of the awards that are ultimately expected to vest. The Company estimates pre-vesting forfeitures at the time of grant by analyzing historical data and revises those estimates in subsequent periods if actual forfeitures differ from those estimates. Ultimately, the total expense recognized over the vesting period will equal the fair value of awards that actually vest.

The following table summarizes the components of the Company's share-based compensation program recorded as expense ($ in millions):

	Year Ended December 31,		
	2011	2010	2009
Restricted Stock Units & Restricted Shares:			
Pre-tax compensation expense	$ 47.9	$ 32.2	$ 29.1
Tax benefit	(17.8)	(12.0)	(10.8)
Restricted stock unit and restricted share expense, net of tax	$ 30.1	$ 20.2	$ 18.3
Stock Options:			
Pre-tax compensation expense	$ 47.7	$ 55.9	$ 58.2
Tax benefit	(14.6)	(16.5)	(18.0)
Stock option expense, net of tax	$ 33.1	$ 39.4	$ 40.2
Total Share-Based Compensation:			
Pre-tax compensation expense	$ 95.6	$ 88.1	$ 87.3
Tax benefit	(32.4)	(28.5)	(28.8)
Total share-based compensation expense, net of tax	$ 63.2	$ 59.6	$ 58.5

Share-based compensation has been recognized as a component of selling, general and administrative expenses in the accompanying Consolidated Statements of Earnings. As of December 31, 2011, $118 million of total unrecognized compensation cost related to RSUs and restricted shares is expected to be recognized over a weighted average period of approximately 2 years. As of December 31, 2011, $126 million of total unrecognized compensation cost related to stock options is expected to be recognized over a weighted average period of approximately 2 years. Both amounts will be adjusted for any future changes in estimated forfeitures.

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Option activity under the Company's stock plans as of December 31, 2011 and changes during the three years ended December 31, 2011 were as follows (in thousands; except exercise price and number of years):

	Options	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term (in Years)	Aggregate Intrinsic Value
Outstanding at January 1, 2009	44,168	$ 25.25		
Granted	5,120	$ 28.59		
Exercised	(8,642)	$ 14.28		
Cancelled	(1,852)	$ 37.15		
Outstanding at December 31, 2009	38,794	$ 27.57		
Granted	4,425	$ 38.26		
Exercised	(7,028)	$ 19.49		
Cancelled	(1,371)	$ 33.62		
Outstanding at December 31, 2010	34,820	$ 30.31		
Granted	3,807	$ 50.02		
Exercised	(4,488)	$ 25.73		
Cancelled	(1,685)	$ 35.62		
Outstanding at December 31, 2011	32,454	$ 32.98	5	$ 467,272
Vested and Expected to Vest at December 31, 2011 (1)	31,679	$ 32.75	5	$ 462,537
Exercisable at December 31, 2011	19,232	$ 28.71	4	$ 352,544

(1) The "Expected to Vest" options are the net unvested options that remain after applying the pre-vesting forfeiture rate assumption to total unvested options.

Options outstanding at December 31, 2011 are summarized below:

	Outstanding			Exercisable	
Exercise Price	Shares (thousands)	Average Exercise Price	Average Remaining Life	Shares (thousands)	Average Exercise Price
$15.23 to $23.56	5,194	$ 18.42	1	5,194	$ 18.42
$23.57 to $31.26	9,815	$ 28.33	5	6,804	$ 28.51
$31.27 to $38.81	10,401	$ 36.25	6	5,387	$ 35.01
$38.82 to $46.81	3,320	$ 40.35	7	1,824	$ 40.14
$46.82 to $55.07	3,724	$ 50.01	9	23	$ 50.40

The aggregate intrinsic value in the table above represents the total pre-tax intrinsic value (the difference between the Company's closing stock price on the last trading day of 2011 and the exercise price, multiplied by the number of in-the-money options) that would have been received by the option holders had all option holders exercised their options on December 31, 2011. The amount of aggregate intrinsic value will change based on the price of the Company's common stock.

The aggregate intrinsic value of options exercised during the years ended December 31, 2011, 2010 and 2009 was approximately $105 million, $151 million and $151 million, respectively. Exercise of options during the years ended December 31, 2011, 2010 and 2009 resulted in cash receipts of approximately $114 million, $134 million, and $120 million, respectively. Upon exercise of the award by the employee, the Company derives a tax deduction measured by the excess of the market value over the grant price at the date stock-based awards are exercised. The Company realized a tax benefit of approximately $33 million, $49 million, and $53 million in 2011, 2010 and 2009, respectively, related to the exercise of employee stock options. The net income tax benefit in excess of the expense recorded for financial reporting purposes (the "excess tax benefit") has been recorded as an increase to additional paid-in capital. Excess tax benefits are reflected as financing cash inflows in the accompanying Consolidated Statement of Cash Flows.

The following table summarizes information on unvested RSUs and restricted shares activity during the three years ended December 31, 2011:

	Number of RSUs /Restricted Shares (in thousands)	Weighted-Average Grant-Date Fair Value
Unvested at January 1, 2009	4,128	30.29
Granted	1,914	28.60
Vested	(296)	31.42
Forfeited	(166)	34.21
Unvested at December 31, 2009	5,580	29.53
Granted	1,759	38.17
Vested	(1,877)	25.19
Forfeited	(309)	34.37
Unvested at December 31, 2010	5,153	33.77
Granted	1,628	49.96
Vested	(405)	35.81
Forfeited	(397)	38.59
Unvested at December 31, 2011	5,979	$ 37.72

The Company realized a tax benefit of approximately $7 million, $27 million and $4 million in the years ended December 31, 2011, 2010 and 2009, respectively, related to the vesting of RSUs. The excess tax benefits attributable to RSUs and restricted stock have been recorded as an increase to additional paid-in capital. In connection with the vesting of certain RSUs and restricted shares previously issued by the Company, the Company has elected to withhold from the total shares issued or released to the award holder a number of shares sufficient to fund minimum tax withholding requirements (though under the terms of the applicable plan, the shares are considered to have been issued and are not added back to the pool of shares available for grant). During the year ended December 31, 2011, approximately 147 thousand shares with an aggregate value of approximately $7 million were withheld to satisfy the requirement. During the year ended December 31, 2010, approximately 765 thousand shares with an aggregate value of approximately $29 million were withheld to satisfy the requirement. The withholding is treated as a reduction in additional paid-in capital in the accompanying Consolidated Statement of Stockholders' Equity.

(18) RESTRUCTURING AND OTHER RELATED CHARGES:

During 2011, the Company recorded pre-tax restructuring and other related charges totaling $179 million. These costs were incurred to position the Company to provide superior products and services to its customers in a cost efficient manner, and in light of the uncertain macro-economic environment. Substantially all restructuring activities initiated in 2011 were completed by December 31, 2011. The Company expects substantially all cash payments associated with remaining termination benefits will be paid during 2012.

The Company did not incur significant restructuring and other related charges during the year ended December 31, 2010.

During 2009, the Company recorded pre-tax restructuring and other related charges totaling $239 million. Of the total 2009 restructuring costs incurred, $192 million was incurred pursuant to plans approved by the Company in April and August of 2009 and $46 million was incurred in connection with the Company's normal on-going restructuring actions. Substantially all planned restructuring activities related to the 2009 plans were completed during 2009 resulting in approximately $204 million of employee severance and related charges and $35 million of facility exit and other related charges.

The nature of the restructuring and related activities initiated in both 2011 and 2009 were broadly consistent throughout the Company's reportable segments and focused on improvements in operational efficiency through targeted workforce reductions and facility consolidations and closures.

In conjunction with the closing of facilities, certain inventory was written off as unusable in future operating locations. This inventory consisted primarily of component parts and raw materials, which were either redundant to inventory at the facilities being merged or were not economically feasible to relocate since the inventory was purchased to operate on equipment and tooling which was not being relocated. In addition, asset impairment charges have been recorded to reduce the carrying amounts of the long-lived assets that will be sold or disposed of to their estimated fair values. Charges for the asset impairment reduce the carrying amount of the long-lived assets to their estimated salvage value in connection with the decision to dispose of such assets.

Restructuring and other related charges recorded for the year ended December 31 by segment, for years when charges were significant, are summarized in the table below ($ in millions):

Segment	2011	2009
Test & Measurement	$ 18.8	$ 67.7
Environmental	7.5	31.7
Life Sciences & Diagnostics	100.9	16.7
Dental	28.3	43.8
Industrial Technologies	23.8	52.7
Businesses contributed to Apex joint venture	—	17.1
Attributable to discontinued operations (see Note 3)	—	8.8
	$ 179.3	$ 238.5

The table below summarizes the accrual balance and utilization by type of restructuring cost associated with the 2011 actions ($ in millions):

	Costs Incurred	Paid / Settled	Balance as of December 31, 2011
Restructuring Charges:			
Employee severance and related	$ 159.9	$ (43.2)	$ 116.7
Facility exit and related	19.4	(11.9)	7.5
Total restructuring	$ 179.3	$ (55.1)	$ 124.2

The remaining December 31, 2010 accrual balance of $12 million associated with 2009 actions was paid during 2011.

The restructuring and other related charges incurred during 2011 include cash charges of $173 million and $6 million of non-cash charges. The restructuring and other related charges incurred during 2009 include cash charges of $228 million and $10 million of non-cash charges. These charges are reflected in the following captions in the accompanying Consolidated Statements of Earnings ($ in millions):

Statement of Earnings Caption	2011	2009
Cost of sales	$ 67.9	$ 116.7
Selling, general and administrative expenses	111.4	113.0
Attributable to discontinued operations	—	8.8
	$ 179.3	$ 238.5

(19) OTHER INCOME:

During the third quarter of 2009, Ormco Corporation, a wholly-owned subsidiary of the Company, settled certain litigation pending between Ormco and Align Technology, Inc. ("Align"). Among other provisions, as part of the settlement, Align paid $13 million in cash to Ormco and issued to the Company approximately 8 million shares of Align common stock, which following issuance represented an approximately ten percent ownership interest in Align. The Company recorded a pre-tax gain of $85 million ($53 million after tax or $0.08 per share) related to the settlement representing the cash received and the value of the shares received on the respective dates the shares were issued to the Company, net of $13 million of related legal and direct settlement costs incurred. This gain is reflected as other income in the accompanying Consolidated Statements of Earnings. The shares received in connection with the settlement have been classified as available-for-sale securities. Any gains or losses resulting from changes in the fair value of the securities are reflected as unrealized gains or losses in other comprehensive income and classified as a component of stockholders' equity until such gains or losses are realized.

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(20) SEGMENT DATA:

The Company operates and reports its results in five separate business segments consisting of the Test & Measurement; Environmental; Life Sciences & Diagnostics; Dental; and Industrial Technologies segments. In addition, the historical results of the hand tools related business and the Company's equity in earnings of the Apex joint venture is shown separately in the Company's segment disclosures.

Operating profit represents total revenues less operating expenses, excluding other expense, interest and income taxes. The identifiable assets by segment are those used in each segment's operations. Inter-segment amounts are not significant and are eliminated to arrive at consolidated totals. During 2011, the Company commenced reporting geographic external sales attributable to individual countries based on the location of the customer. In prior annual filings, the Company reported external geographic sales attributable to individual countries based on the location where the product was manufactured. Prior period amounts have been reclassified to conform to the current reporting format.

Detailed segment data for the years ended December 31, 2011, 2010 and 2009 is presented in the following table ($ in millions):

	2011	2010	2009
Total Sales:			
Test & Measurement	$ 3,390.9	$ 2,832.9	$ 2,221.3
Environmental	2,939.6	2,738.0	2,418.7
Life Sciences & Diagnostics	4,627.4	2,298.3	1,484.9
Dental	2,011.2	1,824.6	1,657.0
Industrial Technologies	3,121.4	2,540.6	2,126.9
Businesses contributed to Apex joint venture attributable to periods prior to contribution	—	315.6	607.9
	$ 16,090.5	$ 12,550.0	$ 10,516.7
Operating Profit:			
Test & Measurement	$ 751.2	$ 572.9	$ 301.4
Environmental	622.7	564.3	471.0
Life Sciences & Diagnostics	402.3	227.9	179.6
Dental	236.1	203.3	215.9
Industrial Technologies	655.0	513.3	297.5
Businesses contributed to Apex joint venture:			
Attributable to periods prior to contribution	—	41.5	63.9
Equity method earnings subsequent to JV formation	66.8	22.8	—
Other	(116.9)	(96.4)	(89.6)
	$ 2,617.2	$ 2,049.6	$ 1,439.7
Identifiable Assets (Including Assets Held for Sale):			
Test & Measurement	$ 5,280.6	$ 5,322.9	$ 4,577.7
Environmental	2,784.8	2,634.9	2,591.3
Life Sciences & Diagnostics	12,888.4	4,071.7	2,609.5
Dental	4,047.5	4,120.2	3,947.8
Industrial Technologies	3,394.9	2,876.8	2,796.0
Businesses contributed to Apex joint venture	—	—	399.0
Other	1,553.2	3,190.6	2,674.1
	$ 29,949.4	$ 22,217.1	$ 19,595.4

	2011	2010	2009
Depreciation and Amortization:			
Test & Measurement	$ 126.6	$ 107.7	$ 93.5
Environmental	45.9	45.9	43.1
Life Sciences & Diagnostics	297.2	90.7	56.6
Dental	94.0	81.7	71.3
Industrial Technologies	65.8	51.5	51.5
Businesses contributed to Apex joint venture attributable to periods prior to contribution	—	6.2	13.8
Other	5.4	4.6	2.0
	$ 634.9	$ 388.3	$ 331.8
Capital Expenditures, Gross			
Test & Measurement	$ 37.7	$ 35.6	$ 25.3
Environmental	29.1	25.4	22.8
Life Sciences & Diagnostics	167.0	49.6	25.7
Dental	35.4	31.8	28.5
Industrial Technologies	51.3	35.4	36.6
Businesses contributed to Apex joint venture attributable to periods prior to contribution	—	6.9	9.4
Other	14.0	6.4	27.1
	$ 334.5	$ 191.1	$ 175.4

Operations in Geographical Areas
Year Ended December 31

($ in millions)	2011	2010	2009
Sales:			
United States	$ 6,787.8	$ 5,703.3	$ 4,963.9
Germany	1,189.0	928.9	802.0
China	1,133.2	748.7	561.9
Japan	809.4	603.0	410.3
All other (each country individually less than 5% of total sales)	6,171.1	4,566.1	3,778.6
	$ 16,090.5	$ 12,550.0	$ 10,516.7
Long-lived Assets (Including Assets Held for Sale):			
United States	$ 16,433.0	$ 9,979.4	$ 8,886.8
Germany	1,455.8	1,398.9	1,488.2
All other (each country individually less than 5% of total long-lived assets)	5,788.3	4,773.4	3,999.8
	$ 23,677.1	$ 16,151.7	$ 14,374.8

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Sales by Major Product Group
Year Ended December 31

($ in millions)	2011	2010	2009
Analytical and physical instrumentation	$ 5,920.9	$ 5,206.0	$ 4,364.9
Medical & dental products	6,653.5	4,122.9	3,141.9
Motion and industrial automation controls	1,677.1	1,517.7	1,107.1
Mechanics and related hand tools	305.2	590.9	843.8
Product identification	1,162.1	818.4	780.2
Defense	162.0	136.6	126.3
All other	209.7	157.5	152.5
	$ 16,090.5	$ 12,550.0	$ 10,516.7

(21) QUARTERLY DATA-UNAUDITED ($ in millions, except per share data):

Prior period quarterly data has been reclassified to reflect businesses identified as discontinued operations. Refer to Note 3 for information regarding these discontinued operations.

	2011			
	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
Net sales	$ 3,292.2	$ 3,635.9	$ 4,445.8	$ 4,716.6
Gross profit	1,748.9	1,917.6	2,183.1	2,327.1
Operating profit	584.9	610.0	643.1	779.2
Net earnings from continuing operations	416.8	439.6	515.4	563.5
Net earnings	429.4	648.8	523.4	570.7
Net earnings per share from continuing operations:				
Basic	$ 0.63	$ 0.66	$ 0.75	$ 0.82
Diluted	$ 0.61	$ 0.64	$ 0.73	$ 0.79
Net earnings per share:				
Basic	$ 0.65	$ 0.97	$ 0.76	$ 0.83
Diluted	$ 0.63	$ 0.94	$ 0.74	$ 0.80

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	2010			
	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
Net sales	$ 2,940.6	$ 3,149.5	$ 3,026.9	$ 3,433.0
Gross profit	1,450.0	1,582.8	1,591.7	1,780.0
Operating profit	411.9	504.5	540.9	592.3
Net earnings from continuing operations	286.7	353.7	626.0	451.8
Net earnings	300.2	372.5	646.4	473.9
Net earnings per share from continuing operations:				
Basic	$ 0.44	$ 0.54	$ 0.96	$ 0.69
Diluted	$ 0.43	$ 0.52	$ 0.92	$ 0.66
Net earnings per share:				
Basic	$ 0.46	$ 0.57	$ 0.99	$ 0.72
Diluted	$ 0.45	$ 0.55	$ 0.95	$ 0.69

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

None.

ITEM 9A. CONTROLS AND PROCEDURES

The Company's management, with the participation of the Company's President and Chief Executive Officer, and Executive Vice President and Chief Financial Officer, has evaluated the effectiveness of the Company's disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) as of the end of the period covered by this report. Based on such evaluation, the Company's President and Chief Executive Officer, and Executive Vice President and Chief Financial Officer, have concluded that, as of the end of such period, the Company's disclosure controls and procedures were effective.

Management's annual report on our internal control over financial reporting and the independent registered public accounting firm's audit report on the effectiveness of our internal control over financial reporting are included in our financial statements for the year ended December 31, 2011 included in Item 8 of this Annual Report on Form 10-K, under the headings "Report of Management on Danaher Corporation's Internal Control Over Financial Reporting" and "Report of Independent Registered Public Accounting Firm", respectively, and are incorporated herein by reference.

There have been no changes in the Company's internal control over financial reporting (as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) that occurred during the Company's most recent completed fiscal quarter that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

ITEM 9B. OTHER INFORMATION

Aircraft Purchase

In 2011, Danaher's management determined that the travel requirements of the Company's officers and other senior management require an additional Company aircraft. Also in 2011, Mr. Steven M. Rales (Danaher's Chairman of the Board and a co-founder of Danaher) determined to replace his Dassault Falcon 900B aircraft (the "Aircraft") with a new aircraft, and as a result determined to sell the Aircraft. Danaher determined that it would be beneficial for Danaher to acquire the Aircraft from Mr. Rales if the parties could agree on mutually acceptable, arms'-length terms, because the Aircraft and Danaher's existing aircraft have been under the common management of Danaher's FJ900, Inc. subsidiary and therefore Danaher is familiar with the Aircraft and its maintenance and operational history and has a flight crew qualified to fly the Aircraft. To provide the basis for an arms'-length purchase price, the parties jointly commissioned two independent appraisals of the Aircraft. After averaging the two appraisal values (which had a difference of less than one percent) the parties agreed to reduce such average value by an amount equal to the estimated broker fee and engine maintenance insurance cost that Mr. Rales would likely incur if he were to sell the Aircraft to another party, yielding a purchase price of $13.5 million. In accordance with Danaher's Related Person Transactions Policy, Danaher's Nominating and Governance Committee reviewed the process by which the proposed purchase terms, including the proposed purchase price, were developed; reviewed the proposed purchase terms, including the proposed purchase price; considered the advantages to Danaher of acquiring the Aircraft as compared to another, comparable used aircraft; and approved Danaher's purchase of the Aircraft upon the proposed terms. Subsequent to the approval of the Nominating and Governance Committee, on February 23, 2012, Danaher entered into an agreement with Mr. Rales and Joust Group L.L.C. (an entity owned by Mr. Rales) (the agreement is included as Exhibit 10.28 to this Annual Report on Form 10-K and is incorporated herein by reference), whereby Danaher acquired from Mr. Rales and Joust Group L.L.C. all of the outstanding interests in Joust Capital LLC, of which the only asset is the Aircraft, for a purchase price of $13.5 million.

Execution of 10b5-1 Plan

H. Lawrence Culp, Jr., Danaher's President and Chief Executive Officer, and limited liability companies of which Mr. Culp and entities controlled by him are the sole members (the "LLCs") and which hold certain of Mr. Culp's outstanding stock options, entered into a pre-arranged stock trading plan on February 17, 2012 in accordance with Rule 10b5-1 under the Securities and Exchange Act of 1934 and Danaher's policy with respect to the adoption of 10b5-1 plans. The plans are intended to allow Mr. Culp and the LLCs to spread stock trades relating to expiring options and vesting restricted stock units ("RSUs") over an extended period of time on pre-arranged dates.

Under the plan, Mr. Culp and the LLCs may sell in the open market at prevailing prices on specified dates (subject to minimum price thresholds set forth in the plan) up to (1) 1,159,452 shares to be acquired upon exercise of stock options that were granted to Mr. Culp in 2003 and are scheduled to expire in March 2013, and (2) the shares he will receive (net of shares withheld for taxes) in connection with the vesting of 676,000 RSUs that are scheduled to vest in 2012. Any sales will be made during the period from April 2012 until the plans terminate in February 2013. The transactions under the plans will be disclosed publicly through Form 144 and Form 4 filings with the Securities and Exchange Commission.

Certain other officers and directors of Danaher may from time to time enter into trading plans established in accordance with Rule 10b5-1. Except to the extent required by law, Danaher does not undertake to report Rule 10b5-1 plans that may be adopted by any officers or directors in the future or to report any modifications or terminations of any publicly announced trading plan.

Amendment to By-Laws

On February 23, 2012, the Board of Directors amended Danaher's Amended and Restated By-Laws to eliminate the exclusive forum provision in Article X of the Amended and Restated By-Laws, which had provided that unless otherwise consented to by Danaher, the Court of Chancery of the State of Delaware would be the sole and exclusive forum for derivative claims brought on behalf of Danaher, breach of fiduciary duty claims against Danaher's directors, officers or other employees, other claims arising pursuant to any provision of Delaware's General Corporation Law (DGCL) and any claim governed by the internal affairs doctrine. The foregoing summary is qualified in its entirety by reference to Danaher's Amended and Restated By-Laws, a copy of which is included as Exhibit 3.2 to this Annual Report on Form 10-K and is incorporated herein by reference.

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PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

Code of Ethics

Other than the information below, the information required by this Item is incorporated by reference from the sections entitled ***Election of Directors of Danaher***, ***Corporate Governance*** and ***Section 16(a) Beneficial Ownership Reporting Compliance*** in the Proxy Statement for the Company's 2012 annual meeting, and to the information under the caption "Executive Officers of the Registrant" in Part I hereof. No nominee for director was selected pursuant to any arrangement or understanding between the nominee and any person other than the Company pursuant to which such person is or was to be selected as a director or nominee.

We have adopted a code of business conduct and ethics for directors, officers (including Danaher's principal executive officer, principal financial officer and principal accounting officer) and employees, known as the Standards of Conduct. The Standards of Conduct are available in the "Investors – Corporate Governance" section of our website at www.danaher.com.

We intend to disclose any amendment to the Standards of Conduct that relates to any element of the code of ethics definition enumerated in Item 406(b) of Regulation S-K, and any waiver from a provision of the Standards of Conduct granted to any director, principal executive officer, principal financial officer, principal accounting officer, or any of our other executive officers, in the "Investors – Corporate Governance" section of our website, at www.danaher.com, within four business days following the date of such amendment or waiver.

ITEM 11. EXECUTIVE COMPENSATION

The information required by this Item is incorporated by reference from the sections entitled ***Executive Compensation*** and ***Director Compensation*** in the Proxy Statement for the Company's 2012 annual meeting (other than the Compensation Committee Report, which shall not be deemed to be "filed").

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The information required by this Item is incorporated by reference from the sections entitled ***Beneficial Ownership of Danaher Common Stock by Directors, Officers and Principal Shareholders*** and ***Equity Compensation Plan Information*** in the Proxy Statement for the Company's 2012 annual meeting.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

The information required by this Item is incorporated by reference from the sections entitled ***Corporate Governance*** and ***Certain Relationships and Related Transactions*** in the Proxy Statement for the Company's 2012 annual meeting.

ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

The information required by this Item is incorporated by reference from the section entitled ***Fees Paid to Independent Registered Public Accounting Firm*** in the Proxy Statement for the Company's 2012 annual meeting.

PART IV

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

a) The following documents are filed as part of this report.

(1) Financial Statements. The financial statements are set forth under "Item 8. Financial Statements and Supplementary Data" of this Annual Report on Form 10-K.

(2) Schedules. An index of Exhibits and Schedules is on page 114 of this report. Schedules other than those listed below have been omitted from this Annual Report on Form 10-K because they are not required, are not applicable or the required information is included in the financial statements or the notes thereto.

(3) Exhibits. The exhibits listed in the accompanying Exhibit Index are filed or incorporated by reference as part of this Annual Report on Form 10-K.

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DANAHER CORPORATION

INDEX TO FINANCIAL STATEMENTS, SUPPLEMENTARY DATA AND FINANCIAL STATEMENT SCHEDULE

	Page Number in Form 10-K
Schedule: Valuation and Qualifying Accounts	120

EXHIBIT INDEX

Exhibit Number	Description	
2.1	Agreement and Plan of Merger, dated as of February 6, 2011, by and among Danaher Corporation, Djanet Acquisition Corp. and Beckman Coulter, Inc.	Incorporated by reference from Exhibit 2.1 to Danaher Corporation's Current Report on Form 8-K filed on February 10, 2011 (Commission File Number: 1-8089)
3.1	Restated Certificate of Incorporation of Danaher Corporation	Incorporated by reference from Exhibit 3.1 to Danaher Corporation's Quarterly Report on Form 10-Q for the quarter ended July 1, 2011 (Commission File Number: 1-8089)
3.2	Amended and Restated By-laws of Danaher Corporation	
4.1	Senior Indenture dated as of December 11, 2007 by and between Danaher Corporation and The Bank of New York Trust Company, N.A. as trustee ("Senior Indenture") (2)	Incorporated by reference from Exhibit 4.1 to Danaher Corporation's Quarterly Report on Form 10-Q for the quarter ended July 1, 2011 (Commission File Number: 1-8089)
4.2	Supplemental Indenture to Senior Indenture, dated as of December 11, 2007, by and between Danaher Corporation and The Bank of New York Trust Company, N.A. as trustee relating to the 5.625% Senior Notes Due 2018 (3)	Incorporated by reference from Exhibit 4.2 to Danaher Corporation's Quarterly Report on Form 10-Q for the quarter ended July 1, 2011 (Commission File Number: 1-8089)
4.3	Form of 5.625% Senior Notes Due 2018	Included in Exhibit 4.2
4.4	Supplemental Indenture to Senior Indenture, dated as of March 5, 2009, by and between Danaher Corporation and The Bank of New York Mellon Trust Company, N.A. as trustee relating to the 5.4% Senior Notes due 2019 (4)	Incorporated by reference from Exhibit 4.4 to Danaher Corporation's Quarterly Report on Form 10-Q for the quarter ended July 1, 2011 (Commission File Number: 1-8089)
4.5	Form of 5.4% Senior Notes due 2019	Included in Exhibit 4.4

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4.6	Supplemental Indenture to Senior Indenture, dated as of June 23, 2011, by and between Danaher Corporation and The Bank of New York Mellon Trust Company, N.A. as trustee relating to the Floating Rate Notes due 2013 (5)	Incorporated by reference from Exhibit 4.6 to Danaher Corporation's Quarterly Report on Form 10-Q for the quarter ended July 1, 2011 (Commission File Number: 1-8089)
4.7	Form of Floating Rate Notes due 2013	Included in Exhibit 4.6
4.8	Supplemental Indenture to Senior Indenture, dated as of June 23, 2011, by and between Danaher Corporation and The Bank of New York Mellon Trust Company, N.A. as trustee relating to the 1.3% Senior Notes due 2014 (6)	Incorporated by reference from Exhibit 4.8 to Danaher Corporation's Quarterly Report on Form 10-Q for the quarter ended July 1, 2011 (Commission File Number: 1-8089)
4.9	Form of 1.3% Senior Notes due 2014	Included in Exhibit 4.8
4.10	Supplemental Indenture to Senior Indenture, dated as of June 23, 2011, by and between Danaher Corporation and The Bank of New York Mellon Trust Company, N.A. as trustee relating to the 2.3% Senior Notes due 2016 (7)	Incorporated by reference from Exhibit 4.10 to Danaher Corporation's Quarterly Report on Form 10-Q for the quarter ended July 1, 2011 (Commission File Number: 1-8089)
4.11	Form of 2.3% Senior Notes due 2016	Included in Exhibit 4.10
4.12	Supplemental Indenture to Senior Indenture, dated as of June 23, 2011, by and between Danaher Corporation and The Bank of New York Mellon Trust Company, N.A. as trustee relating to the 3.9% Senior Notes due 2021 (8)	Incorporated by reference from Exhibit 4.12 to Danaher Corporation's Quarterly Report on Form 10-Q for the quarter ended July 1, 2011 (Commission File Number: 1-8089)
4.13	Form of 3.9% Senior Notes due 2021	Included in Exhibit 4.12
10.1	Danaher Corporation 2007 Stock Incentive Plan, as amended*	Incorporated by reference from Exhibit 10.1 to Danaher Corporation's Current Report on Form 8-K filed on May 11, 2011 (Commission File Number: 1-8089)
10.2	Danaher Corporation Non-Employee Directors' Deferred Compensation Plan, as amended, a sub-plan under the 2007 Stock Incentive Plan*	Incorporated by reference from Exhibit 10.2 to Danaher Corporation's Annual Report on Form 10-K for the year ended December 31, 2008 (Commission File Number: 1-8089)
10.3	Amended Form of Election to Defer under the Danaher Corporation Non-Employee Directors' Deferred Compensation Plan*	Incorporated by reference from Exhibit 10.3 to Danaher Corporation's Annual Report on Form 10-K for the year ended December 31, 2008 (Commission File Number: 1-8089)
10.4	Form of Danaher Corporation 2007 Stock Incentive Plan Stock Option Agreement for Non-Employee Directors*	Incorporated by reference from Exhibit 10.6 to Danaher Corporation's Quarterly Report on Form 10-Q for the quarter ended July 1, 2011 (Commission File Number: 1-8089)

10.5	Form of Danaher Corporation 2007 Stock Incentive Plan RSU Agreement for Non-Employee Directors*	Incorporated by reference from Exhibit 10.7 to Danaher Corporation's Quarterly Report on Form 10-Q for the quarter ended July 1, 2011 (Commission File Number: 1-8089)
10.6	Form of Danaher Corporation 2007 Stock Incentive Plan Stock Option Agreement *	Incorporated by reference from Exhibit 10.4 to Danaher Corporation's Quarterly Report on Form 10-Q for the quarter ended July 1, 2011 (Commission File Number: 1-8089)
10.7	Form of Danaher Corporation 2007 Stock Incentive Plan RSU Agreement *	Incorporated by reference from Exhibit 10.5 to Danaher Corporation's Quarterly Report on Form 10-Q for the quarter ended July 1, 2011 (Commission File Number: 1-8089)
10.8	Amended and Restated Danaher Corporation 1998 Stock Option Plan*	Incorporated by reference from Exhibit 10.5 to Danaher Corporation's Quarterly Report on Form 10-Q for the quarter ended July 3, 2009 (Commission File Number: 1-8089)
10.9	Form of Grant Acceptance Agreement under Amended and Restated Danaher Corporation 1998 Stock Option Plan*	Incorporated by reference from Exhibit 10.2 to Danaher Corporation's Annual Report on Form 10-K for the year ended December 31, 2004 (Commission File Number: 1-8089)
10.10	Danaher Corporation & Subsidiaries Amended and Restated Executive Deferred Incentive Program*	Incorporated by reference from Exhibit 10.13 to Danaher Corporation's Annual Report on Form 10-K for the year ended December 31, 2008 (Commission File Number: 1-8089)
10.11	Danaher Corporation 2007 Executive Cash Incentive Compensation Plan, as amended *	Incorporated by reference from Exhibit 10.6 to Danaher Corporation's Quarterly Report on Form 10-Q for the quarter ended July 3, 2009 (Commission File Number: 1-8089)
10.12	Danaher Corporation Senior Leader Severance Pay Plan*	Incorporated by reference from Exhibit 10.15 to Danaher Corporation's Annual Report on Form 10-K for the year ended December 31, 2008 (Commission File Number: 1-8089)
10.13	Employment Agreement by and between Danaher Corporation and H. Lawrence Culp, Jr., dated as of July 18, 2000 and amended as of December 30, 2008*	Incorporated by reference from Exhibit 10.16 to Danaher Corporation's Annual Report on Form 10-K for the year ended December 31, 2008 (Commission File Number: 1-8089)
10.14	Non-Qualified Stock Option Agreement dated as of March 26, 2003 by and between Danaher Corporation and H. Lawrence Culp, Jr.*	Incorporated by reference from Exhibit 10.3 to Danaher Corporation's Quarterly Report on Form 10-Q for the quarter ended September 26, 2003 (Commission File Number: 1-8089)
10.15	Form of Proprietary Interest Agreement for Named Executive Officers (with severance) **	Incorporated by reference from Exhibit 10.33 to Danaher Corporation's Annual Report on Form 10-K for the year ended December 31, 2008 (Commission File Number: 1-8089)
10.16	Form of Proprietary Interest Agreement for Named Executive Officers*	Incorporated by reference from Exhibit 10.34 to Danaher Corporation's Annual Report on Form 10-K for the year ended December 31, 2008 (Commission File Number: 1-8089)

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10.17	Description of compensation arrangements for non-management directors*	Incorporated by reference from Exhibit 10.8 to Danaher Corporation's Quarterly Report on Form 10-Q for the quarter ended July 1, 2011 (Commission File Number: 1-8089)
10.18	Credit Agreement, dated as of June 17, 2011, among Danaher Corporation, Morgan Stanley Senior Funding, Inc., as Administrative Agent, Morgan Stanley Senior Funding, Inc., Barclays Capital, Citigroup Global Markets Inc., and UBS Securities LLC, as Joint Lead Arrangers and Joint Book Managers, and the lenders referred to therein (terminated effective as of December 29, 2011)	Incorporated by reference from Exhibit 10.1 to Danaher Corporation's Current Report on Form 8-K filed on June 17, 2011 (Commission File Number: 1-8089)
10.19	Credit Agreement, dated as of July 15, 2011, among Danaher Corporation, Bank of America, N.A., as Administrative Agent and Swing Line Lender, Citibank, N.A. as Syndication Agent, The Bank of Tokyo-Mitsubishi UFJ, Ltd. and JP Morgan Chase Bank, N.A. as Documentation Agents, Banc of America Securities LLC, The Bank of Tokyo-Mitsubishi UFJ, Ltd., Citigroup Global Markets Inc., J.P. Morgan Securities, LLC and Wells Fargo Securities, LLC as Joint Lead Arrangers and Joint Book Managers and the lenders referred to therein	Incorporated by reference from Exhibit 10.1 to Danaher Corporation's Current Report on Form 8-K filed on July 19, 2011 (Commission File Number: 1-8089)
10.20	Commercial Paper Dealer Agreement between Danaher Corporation, as Issuer, and Goldman, Sachs & Co., as Dealer, dated May 5, 2006	Incorporated by reference from Exhibit 10.22 to Danaher Corporation's Annual Report on Form 10-K for the year ended December 31, 2009 (Commission File Number: 1-8089)
10.21	Commercial Paper Issuing and Paying Agent Agreement by and between Danaher Corporation and Deutsche Bank Trust Company Americas, dated May 5, 2006	Incorporated by reference from Exhibit 10.23 to Danaher Corporation's Annual Report on Form 10-K for the year ended December 31, 2009 (Commission File Number: 1-8089)
10.22	Commercial Paper Dealer Agreement between Danaher Corporation, as Issuer, and Citigroup Global Markets Inc., as Dealer, dated November 6, 2006	Incorporated by reference from Exhibit 10.24 to Danaher Corporation's Annual Report on Form 10-K for the year ended December 31, 2009 (Commission File Number: 1-8089)
10.23	Dealer Agreement among Danaher Luxembourg Finance S.A., as Issuer, Danaher Corporation, as Guarantor and Barclays Bank PLC as Dealer and Arranger, dated December 6, 2011	

10.24	Issuing and Paying Agency Agreement among Danaher Luxembourg Finance S.A., as Issuer, Danaher Corporation, as Guarantor and Deutsche Bank AG, London Branch, as Issuing and Paying Agent, dated December 6, 2011	
10.25	Management Agreement dated February 23, 2012 by and between FJ900, Inc. and Joust Capital III, LLC***	
10.26	Interchange Agreement dated July 22, 2011 by and between Danaher Corporation and Joust Capital III, LLC****	Incorporated by reference from Exhibit 10.10 to Danaher Corporation's Quarterly Report on Form 10-Q for the quarter ended July 1, 2011 (Commission File Number: 1-8089)
10.27	Form of Director and Officer Indemnification Agreement	Incorporated by reference from Exhibit 10.35 to Danaher Corporation's Annual Report on Form 10-K for the year ended December 31, 2008 (Commission File Number: 1-8089)
10.28	Limited Liability Company Interest Purchase Agreement by and among Danaher Corporation, Steven M. Rales and Joust Group, L.L.C., dated February 23, 2012	
11.1	Computation of per-share earnings +	
12.1	Calculation of ratio of earnings to fixed charges	
21.1	Subsidiaries of Registrant	
23.1	Consent of Independent Registered Public Accounting Firm	
31.1	Certification of Chief Executive Officer Pursuant to Item 601(b)(31) of Regulation S-K, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	
31.2	Certification of Chief Financial Officer Pursuant to Item 601(b)(31) of Regulation S-K, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	
32.1	Certification of Chief Executive Officer, Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002	

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32.2	Certification of Chief Financial Officer, Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101.INS	XBRL Instance Document*****
101.SCH	XBRL Taxonomy Extension Schema Document*****
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document*****
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document*****
101.LAB	XBRL Taxonomy Extension Label Linkbase Document*****
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document*****

Danaher is a party to additional long-term debt instruments under which, in each case, the total amount of debt authorized does not exceed 10% of the total assets of Danaher and its subsidiaries on a consolidated basis. Pursuant to paragraph 4(iii)(A) of Item 601(b) of Regulation S-K, Danaher agrees to furnish a copy of such instruments to the Securities and Exchange Commission upon request.

*	Indicates management contract or compensatory plan, contract or arrangement.
**	Indicates management contract or compensatory plan, contract or arrangement. In accordance with Instruction 2 to Item 601(a)(4) of Regulation S-K, Danaher has entered into an agreement with each Named Executive Officer named in the exhibit that is substantially identical in all material respects to the form of agreement attached**,** except as to the name of the counterparty.
***	In accordance with Instruction 2 to Item 601(a)(4) of Regulation S-K, FJ900, Inc. has entered into a management agreement with Joust Capital II, LLC that is substantially identical in all material respects to the form of agreement referenced as Exhibit 10.25, except as to the referenced aircraft and the name of the counterparty.
****	In accordance with Instruction 2 to Item 601(a)(4) of Regulation S-K, Danaher Corporation or a subsidiary thereof has entered into additional interchange agreements with Joust Capital II, LLC and Joust Capital III, LLC that are substantially identical in all material respects to the form of agreement attached as Exhibit 10.26, except as to the referenced aircraft and, in certain cases, the name of the counterparty.
*****	Attached as Exhibit 101 to this report are the following documents formatted in XBRL (Extensible Business Reporting Language): (i) Consolidated Balance Sheets at December 31, 2011 and December 31, 2010, (ii) Consolidated Statements of Earnings for the twelve months ended December 31, 2011, 2010 and 2009, (iii) Consolidated Statement of Stockholders' Equity for the twelve months ended December 31, 2011, 2010 and 2009, (iv) Consolidated Statements of Cash Flows for the twelve months ended December 31, 2011, 2010 and 2009, and (v) Notes to Consolidated Financial Statements.
+	See Note 16, "Net Earnings Per Share From Continuing Operations", to our Consolidated Financial Statements.

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SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

DANAHER CORPORATION

Date: February 23, 2012

By: /s/ H. LAWRENCE CULP, JR.
H. Lawrence Culp, Jr.
President and Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this annual report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the date indicated:

Name, Title and Signature	Date
/s/ STEVEN M. RALES Steven M. Rales Chairman of the Board	February 23, 2012
/s/ MITCHELL P. RALES Mitchell P. Rales Chairman of the Executive Committee	February 23, 2012
/s/ MORTIMER M. CAPLIN Mortimer M. Caplin Director	February 23, 2012
/s/ H. LAWRENCE CULP, JR. H. Lawrence Culp, Jr. President, Chief Executive Officer and Director	February 23, 2012
/s/ DONALD J. EHRLICH Donald J. Ehrlich Director	February 23, 2012
/s/ LINDA P. HEFNER Linda P. Hefner Director	February 23, 2012
/s/ TERI LIST-STOLL Teri List-Stoll Director	February 23, 2012
/s/ WALTER G. LOHR, JR. Walter G. Lohr, Jr. Director	February 23, 2012

/s/ JOHN T. SCHWIETERS John T. Schwieters Director	February 23, 2012
/s/ ALAN G. SPOON Alan G. Spoon Director	February 23, 2012
/s/ ELIAS A. ZERHOUNI, M.D. Elias A. Zerhouni, M.D. Director	February 23, 2012
/s/ DANIEL L. COMAS Daniel L. Comas Executive Vice President and Chief Financial Officer	February 23, 2012
/s/ ROBERT S. LUTZ Robert S. Lutz Senior Vice President and Chief Accounting Officer	February 23, 2012

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DANAHER CORPORATION AND SUBSIDIARIES
SCHEDULE II—VALUATION AND QUALIFYING ACCOUNTS
($ in thousands)

Classification	Balance at Beginning of Period (a)	Charged to Costs & Expenses	Impact of Currency	Charged to Other Accounts	Write Offs, Write Downs & Deductions	Balance at End of Period (a)
Year Ended December 31, 2011						
Allowances deducted from asset account:						
Allowance for doubtful accounts:	$ 134,230	$ 39,652	$ (3,994)	$ 5,418(b)	$ 30,086	$ 145,220
Year Ended December 31, 2010						
Allowances deducted from asset account:						
Allowance for doubtful accounts:	$ 130,143	$ 47,314	$ 334	$ 6,159(b)	$ 49,720	$ 134,230
Year Ended December 31, 2009						
Allowances deducted from asset account:						
Allowance for doubtful accounts:	$ 117,638	$ 43,081	$ 4,009	$ 2,394(b)	$ 36,979	$ 130,143

Notes:

(a) Amounts include allowance for doubtful accounts classified as current and non-current
(b) Amounts related to businesses acquired, net of amounts related to businesses disposed.

Exhibit 3.2

AMENDED AND RESTATED
BY-LAWS

OF

DANAHER CORPORATION

(hereinafter called the "Corporation")

ARTICLE I
<u>OFFICES</u>

Section 1. Registered Office. The registered office of the Corporation shall be in the City of Wilmington, County of New Castle, State of Delaware.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors may from time to time determine.

ARTICLE II
<u>MEETINGS OF STOCKHOLDERS</u>

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such place, if any, either within or without the State of Delaware as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting.

Section 2. Annual Meetings. The Annual Meeting of Stockholders shall be held on such date and at such time as shall be designated by the Board of Directors and stated in the notice of the meeting, at which meeting the stockholders shall elect Directors and transact such other business as may properly be brought before the meeting.

Section 3. Special Meetings.

(a) Except as otherwise prescribed by law or by the Certificate of Incorporation, Special Meetings of Stockholders, for any purpose or purposes, shall be called only by the Secretary or an Assistant Secretary pursuant to a written request delivered to the Secretary or an Assistant Secretary by (i) the Chairman of the Board, if there be one, (ii) the President, (iii) the Board of Directors or (iv) stockholders owning twenty-five percent (25%) or more of the capital stock of the Corporation issued and outstanding and entitled to vote who shall have delivered written requests to call such meeting in accordance with this By-Law. Except as otherwise required by law, Special Meetings of stockholders of the Corporation may not be called by any other person or persons. Any request by a stockholder or stockholders to call a Special Meeting shall state the purpose or purposes of the proposed meeting and all other information required pursuant to Section 10 of this Article II. A Special Meeting request by a stockholder or stockholders shall not be valid if (1) the Special Meeting request is received by the Corporation (A) during the period commencing 90 days prior to the first anniversary of the date of the immediately preceding Annual Meeting and ending on the date of the next Annual Meeting, or (B) during the period commencing on the date of the immediately preceding Annual Meeting and ending 30 days after such meeting; (2) such Special Meeting request was made in a manner that involved a violation of Regulation 14A under the Securities Exchange Act of 1934, as amended, (such act, and the rules and regulations promulgated thereunder, the "Exchange Act") or other applicable law; (3) the request does not contain the purpose or purposes of the proposed meeting and all other information required pursuant to Section 10 of this Article II; or (4) the request relates to an item of business that is not a proper subject for stockholder action under applicable law. Stockholders may revoke a Special Meeting request by written revocation delivered to the Secretary at any time prior to the Special Meeting; provided, however, that if any such revocations are received by the Secretary and, as a result of such revocation, the number of un-revoked Special Meeting requests no longer represents at least the requisite number of shares entitling the stockholders to request the calling of a Special Meeting, then the Board shall have the discretion to determine whether or not to proceed with the Special Meeting.

Following receipt of a valid request by any stockholder or stockholders entitled to call a Special Meeting pursuant to this Section 3, the Board of Directors shall determine a date and time for the requested meeting, which date shall not be less than 50 days nor more than 70 days after receipt and determination of the validity of such request, and the Board of Directors shall establish a record date for the determination of stockholders entitled to vote at such Special Meeting. Following such determination and establishment, it shall be the duty of the Secretary, or if the Secretary is unable or unwilling, an Assistant Secretary, to cause notice of the Special Meeting to be given in accordance with Section 4 of this Article II. The notice of such Special Meeting shall include the purpose for which the meeting is called. The Board of Directors may submit its own proposal or proposals for consideration at any Special Meeting called by the Chairman of the Board, the President, the Board of Directors or at the request of one or more stockholders.

Section 4. Notice of Meetings. Notice of any Annual Meeting or Special Meeting stating the place, date and hour of the meeting (and, in the case of any Special Meeting, the purpose or purposes for which the meeting is called) and the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting shall be given not less than ten nor more than sixty days before the date of the meeting to each stockholder entitled to vote at such meeting. Without limiting the manner by which notice otherwise may be given to stockholders, any notice shall be effective if given by a form of electronic transmission consented to (in a manner consistent with the General Corporation Law of the State of Delaware) by the stockholder to whom the notice is given. If notice is given by mail, such notice shall be deemed given when deposited in the United States mail, postage prepaid, directed to the stockholder at such stockholder's address as it appears on the records of the Corporation. If notice is given by electronic transmission, such notice shall be deemed given at the time specified in Section 232 of the General Corporation Law of the State of Delaware.

Section 5. Quorum; Adjournment.

(a) Except as otherwise provided by law or by the Certificate of Incorporation, or to the extent that a larger number may be required by the rules of any stock exchange upon which the Corporation's securities are listed, the holders of a majority in voting power of the capital stock issued and outstanding and entitled to vote at any meeting of the stockholders, present in person, present by means of remote communication in a manner, if any, authorized by the Board of Directors in its sole discretion, or represented by proxy, shall constitute a quorum for all purposes. A quorum, once established at a meeting, shall not be broken by the withdrawal of enough votes to leave less than a quorum.

(b) Whether or not a quorum is present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person, present by means of remote communication in a manner, if any, authorized by the Board of Directors in its sole discretion, or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting. The chairman of any meeting of stockholders shall also have the power to adjourn the meeting to another place, if any, date and time. At any adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 6. Voting. On any matter other than the election of directors, when a quorum is present, the affirmative vote of a majority of the stock present or represented at the meeting and entitled to vote on the subject matter shall be the act of the stockholders, unless the action is one upon which, by express provision of law, the Certificate of Incorporation, or these By-Laws, a different vote is required, or unless under the rules or regulations of any stock exchange applicable to the Corporation, or pursuant to any regulation applicable to the Corporation or its securities, a different vote is provided, in which case such provision, rule or regulation will establish the vote required to effect such action. When a quorum is present, a properly nominated and qualified candidate for director shall be elected to the Board of Directors if the votes cast for such nominee's election exceed the votes cast against such nominee's election (with abstentions, broker non-votes and withheld votes not counted as a vote for or against such nominee's election); provided, however, that directors shall be elected by a plurality of the votes cast for properly nominated and qualified candidates at any meeting of stockholders for which (i) the Secretary of the Corporation receives a notice that a stockholder has nominated a person for election to the Board of Directors in compliance with the advance notice requirements for stockholder nominees for director set forth in Article II, Section 10 of these By-laws and (ii) such nomination has not been withdrawn by such stockholder on or before the tenth day before the Corporation first mails its notice of meeting for such meeting to the stockholders. If directors are to be elected by a plurality of the votes cast, stockholders shall not be permitted to vote against a nominee. Each stockholder may vote in person (including by means of remote communications, if any, by which stockholders may be deemed to be present in person and vote at such meeting) or may authorize another person or persons to vote for such stockholder by a proxy executed or transmitted in a manner permitted by the General Corporation Law of the State of Delaware by the stockholder or such stockholder's authorized agent and delivered (including by electronic transmission) to the Secretary of the Corporation. No proxy shall be voted on or after three years from its date, unless such proxy provides for a longer period. The

Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his or her discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 7. Consent of Stockholders in Lieu of Meeting. Unless otherwise provided in the Certificate of Incorporation, and subject to Article V, Section 4 of these By-Laws, any action required or permitted to be taken at any Annual or Special Meeting of Stockholders of the Corporation, may be taken without a meeting, without prior notice and without a vote, if a consent or consents, setting forth the action so taken, shall be given by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous consent shall be given to those stockholders who have not consented.

Section 8. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting; provided, however, if the record date for determining the stockholders entitled to vote is less than ten days before the meeting date, the list shall reflect the stockholders entitled to vote as of the tenth day before the meeting date, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, for a period of at least ten days prior to the meeting, either (a) during ordinary business hours, at the principal place of business of the Corporation, or (b) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with notice of the meeting. If the meeting is to be held at a place, then a list of stockholders entitled to vote at the meeting shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 9. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the list required by Section 8 of this Article II or to vote in person or by proxy at any meeting of stockholders.

Section 10. Notice of Business at Meetings of Stockholders.

(a) At any meeting of the stockholders, only such business shall be conducted and only such nominations shall be made as shall have been properly brought before the meeting. To be properly brought before a stockholders' meeting, business or nominations must be (1) with respect to an Annual Meeting, specified in the Corporation's proxy materials with respect to such meeting (or any supplement thereto) or otherwise properly brought before the meeting by or at the direction of the Board of Directors, (2) with respect to a Special Meeting, properly brought before the meeting by or at the direction of the Board of Directors, the Chairman of the Board and/or the President in accordance with Section 3, or (3) with respect to an Annual Meeting or Special Meeting, properly brought before the meeting by a stockholder. For business or nominations to be properly brought before a stockholders' meeting by a stockholder (i) the stockholder must be a stockholder of record on the date of the giving of such notice and on the record date for the determination of stockholders entitled to vote at such meeting, (ii) the stockholder must be entitled to vote at the meeting, (iii) the business must constitute a proper matter under Delaware law for stockholder action, (iv) the procedures in this Section 10 (including without limitation the giving of timely notice) must be complied with and the stockholder giving the notice and the beneficial owner, if any, on whose behalf such nomination is made or such other business is being brought, must each have acted in accordance with the representations set forth in the stockholder's notice required pursuant to this Section 10, and (v) with respect to any item of business to be brought at a Special Meeting, the item of business must appear on the written request that prompted such meeting to be called and otherwise in compliance with Section 3. Except (1) for any directors elected in accordance with Article III, Section 2 hereof by the Board of Directors to fill a vacancy or newly-created directorship or (2) as otherwise required by applicable law, only persons who are nominated in accordance with the procedures in this Section 10 shall be eligible for election as directors.

(b) A stockholder must provide written notice of a nomination or business to be brought at an Annual Meeting to the Secretary at the principal executive offices of the Corporation not less than 60 nor more than 90 days prior to the one-year anniversary of the date on which the Corporation first mailed its proxy materials for the prior year's Annual Meeting; provided, however, that, subject to the last sentence of this Section 10(b), in the event that the date of the current year's Annual Meeting has changed by more than 30 days from the one-year anniversary of the date that the prior year's Annual Meeting was first convened, or if no annual meeting was held in the preceding year, such stockholder's notice to be timely must be so received not later than the close of business on the later of (A) the 90th day prior to the current year's Annual Meeting and (B) the 10th day following the day on which notice of the date of the current year's Annual Meeting was mailed or public disclosure of the date of the current year's Annual Meeting was made, whichever mailing or disclosure first occurs. Notwithstanding anything in this Section 10(b) to the contrary, in the event that the number of directors to be elected to the Board of Directors at an Annual Meeting is increased effective after the time period for which nominees would otherwise be due under this Section 10, a stockholder's notice required by this bylaw shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it shall be received by the Secretary at the principal executive offices of the Corporation not later than the close of business on the 10th day following the day on which public disclosure of such increase is first made by the Corporation. A stockholder must provide written notice of nomination for election to the Board of Directors at a Special Meeting properly called for such purpose to the Secretary at the principal executive offices of the Corporation not later than the close of business on the later of (x) the 60th day prior to the Special Meeting and (y) the 10th day following the day on which notice of the date of the Special Meeting was mailed or public disclosure of the date of the Special Meeting was made, whichever mailing or disclosure first occurs. In no event shall the adjournment or postponement of an Annual or Special Meeting (or the public disclosure thereof) commence a new time period (or extend any time period) for the giving of a stockholder's notice.

(c) For nominations to be properly brought before a meeting, the stockholder's notice to the Secretary shall set forth (1) the information required under Section 10(e), and (2) as to each person whom the stockholder proposes to nominate for election or reelection to the Board of Directors, (A) such person's name, age and address, (B) such person's principal occupation or employment, (C) the class, series and number of shares of stock of the Corporation that are directly or indirectly owned, beneficially or of record, by such person, (D) a description of all direct and indirect compensation and other material agreements, arrangements and understandings during the past three years, and any other material relationships, between or among (x) the stockholder, the beneficial owner, if any, on whose behalf the nomination is being made and the respective affiliates and associates of, or others acting in concert with, such stockholder and such beneficial owner, on the one hand, and (y) each proposed nominee, and his or her respective affiliates and associates, or others acting in concert with such nominee(s), on the other hand, including without limitation all information that would be required to be disclosed pursuant to Item 404 of Regulation S-K if the stockholder making the nomination and any beneficial owner on whose behalf the nomination is made or any affiliate or associate thereof or person acting in concert therewith were the "registrant" for purposes of such Item and the proposed nominee were a director or executive officer of such registrant, and (E) any other information relating to such person that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors in a contested election pursuant to Section 14 of the Exchange Act, and the rules and regulations promulgated thereunder. In addition, to be effective, the stockholder's notice must be accompanied by the written consent of the proposed nominee to (1) serve as a director if elected, and (2) tender, promptly following such person's election or re-election, an irrevocable resignation effective upon such person's failure to receive the required vote for re-election at the next meeting at which such person would face re-election and upon acceptance of such resignation by the Board of Directors, in accordance with the Corporation's Board Practice on Director Elections. The Corporation may require any proposed nominee to furnish such other information as may reasonably be required to determine the eligibility of such proposed nominee to serve as an independent director of the Corporation.

(d) In order for any business other than a nomination to be brought before a meeting by a stockholder, the stockholder's notice to the Secretary shall set forth (1) the information required under Section 10(e), and (2) as to each matter the stockholder proposes to bring before the meeting, a brief description of the business desired to be brought before the meeting, the text of the business (including the text of any resolutions proposed for consideration and in the event that such business includes a proposal to amend the By-Laws, the language of the proposed amendment), the reasons for conducting such business at the meeting, and any material interest of such stockholder and beneficial owner, and the respective affiliates and associates of, or others acting in concert with, such stockholder and such beneficial owner, in such business.

(e) Any stockholder's notice required to be provided to the Secretary pursuant to Section 10(c) or 10(d) shall include the information specified in such provision, as applicable, and also shall set forth as to the stockholder of record giving the notice and the beneficial owner, if any, on whose behalf the nomination or proposal is made (each, a "party") (1) the name and address of each such party, (2) the class, series, and number of shares of the Corporation that are owned, directly or indirectly, beneficially or of record by each such party, (3) any option, warrant, convertible security, stock appreciation right, or other instrument or right with an exercise or conversion privilege or a settlement payment or mechanism at a price related to any class or series of shares of the Corporation or with a value derived in whole or in part from the value of any class or series of shares of the Corporation, whether or not such instrument or right shall be subject to settlement in the underlying class or series of capital stock of the Corporation or otherwise (a "Derivative Instrument") directly or indirectly owned beneficially by each such party, and any other direct or indirect opportunity to profit or share in any profit derived from any increase or decrease in the value of shares of the Corporation, (4) any proxy, contract, arrangement, understanding, or relationship pursuant to which either party has a right to vote, directly or indirectly, any shares of any security of the Corporation, (5) any short interest in any security of the Corporation held by each such party (for purposes of Article II, a person shall be deemed to have a short interest in a security if such person directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has the opportunity to profit or share in any profit derived from any decrease in the value of the subject security), (6) any rights to dividends on the shares of the Corporation owned beneficially directly or indirectly by each such party that are separated or separable from the underlying shares of the Corporation, (7) any proportionate interest in shares of the Corporation or Derivative Instruments held, directly or indirectly, by a general or limited partnership in which either party is a general partner or, directly or indirectly, beneficially owns an interest in a general partner, (8) any performance-related fees (other than an asset-based fee) that each such party is directly or indirectly entitled to based on any increase or decrease in the value of shares of the Corporation or Derivative Instruments, if any, as of the date of such notice (which information set forth in subsections (2) – (8) of this paragraph shall be supplemented by such stockholder or such beneficial owner, as the case may be, not later than ten (10) days after the record date for determining the stockholders entitled to vote at the meeting (provided, that if such date is after the date of the meeting, not later than the day prior to the meeting) to disclose such information as of such record date), (9) a description of any direct or indirect agreement, arrangement or understanding between or among such stockholder and/or such beneficial owner, on the one hand, and the proposed nominee or any other person or persons (including their names) on the other hand, in connection with the proposal of such business or pursuant to which the nomination is being made, (10) any other information relating to each such party that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for, as applicable, the proposal and/or for the election of directors in a contested election pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder, (11) a representation that such stockholder intends to appear in person or by proxy at the meeting to nominate the person(s) named in its notice and/or bring the business identified in the notice, as applicable, and (12) a representation whether each such party will or is part of a group that will deliver a proxy statement and form of proxy to holders of, in the case of a proposal, at least the percentage of voting power of all of the shares of capital stock of the Corporation required under applicable law to carry the proposal or, in the case of a nomination or nominations, at least the percentage of voting power of all of the shares of capital stock of the Corporation reasonably believed by the stockholder or beneficial holder, as the case may be, to be sufficient to elect the nominee or nominees proposed to be nominated by the stockholder and/or otherwise to solicit proxies from stockholders in support of such nomination(s). "Indirect" rights and interests of a party shall include without limitation any rights or interests held by members of such party's immediate family sharing the same household.

Section 11. General Provisions Regarding Nominations of Directors and Notice of Business at Stockholder Meetings.

(a) A person shall not be eligible for election or re-election as a director at an Annual or Special Meeting unless (i) the person is (A) nominated by a record stockholder in accordance with Section 10 or (B) nominated by or at the direction of the Board of Directors, (ii) the person submits a written consent to serve as a director if elected, and (iii) the person submits a written consent to tender, promptly following such person's election or re-election, an irrevocable resignation effective upon such person's failure to receive the required vote for re-election at the next meeting at which such person would face re-election and upon acceptance of such resignation by the Board of Directors, in accordance with the Corporation's Board Practice on Director Elections. Only such business shall be conducted at an Annual or Special Meeting as shall have been brought before the meeting in accordance with the procedures set forth in Section 10. The chairman of any stockholder meeting shall have the power and duty to determine whether a nomination was made or business was properly brought before a meeting in accordance with the procedures set forth in these By-Laws, and if the chairman should determine that a nomination or other business was not brought in compliance with these By-Laws, the chairman shall so declare to the meeting and such nomination shall be disregarded and/or such business shall not be brought before the meeting, as applicable.

(b) Notwithstanding the foregoing provisions of this Article II, if the stockholder (or a qualified representative of the stockholder) does not appear at the meeting to present a nomination or business proposal, as the case may be, such nomination shall be disregarded and such business proposal shall not be considered, notwithstanding that proxies in respect of such vote may have been received by the Corporation. For purposes of the foregoing, to be considered a qualified representative of the stockholder, a person must be authorized by a written instrument executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as proxy at the meeting and such person must produce such written instrument or electronic transmission, or a reliable reproduction of the written instrument or electronic transmission, at the meeting.

(c) For purposes of Section 10 of this Article II, "public disclosure" shall include disclosure in a press release reported by the Dow Jones News Service, Associated Press or comparable national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act.

(d) Notwithstanding the foregoing provisions of this Article II, a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to matters set forth in this Article II. Nothing in this Article II shall be deemed to affect any rights of stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act.

Section 12. Conduct of Meetings.

(a) The Board of Directors may adopt by resolution such rules, regulations and procedures for the conduct of any meeting of stockholders of the Corporation as it shall deem appropriate including, without limitation, such guidelines and procedures as it may deem appropriate regarding the participation by means of remote communication of stockholders and proxyholders not physically present at a meeting. Except to the extent inconsistent with any rules, regulations and procedures as adopted by the Board of Directors, the chairman of any meeting of stockholders shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairman, are appropriate for the proper conduct of the meeting. Unless and to the extent determined by the Board of Directors or the chairman of the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

(b) In advance of any meeting of stockholders, the Board of Directors, the Chairman of the Board, or the President shall appoint one or more inspectors of election to act at the meeting and make a written report thereof. One or more other persons may be designated as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is present, ready and willing to act at a meeting of stockholders, the chairman of the meeting shall appoint one or more inspectors to act at the meeting. Unless otherwise required by law, inspectors may be officers, employees or agents of the Corporation. Each inspector, before entering upon the discharge of such inspector's duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of such inspector's ability. The inspector shall have the duties prescribed by law and, when the vote is completed, shall make a certificate of the result of the vote taken and of such other facts as may be required by law.

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The Board of Directors shall consist of not less than three nor more than fifteen members, with the exact number of directors to be determined from time to time by resolution adopted by the Board of Directors. A director shall hold office until the Annual Meeting for the year in which his or her term expires; provided that the term of each director shall continue until the election and qualification of his or her successor and shall be subject to his or her prior death, resignation or removal. Directors need not be stockholders. Any director elected after the 2011 Annual Meeting may be removed from office with or without cause by the vote of the holders of at least a majority of the shares outstanding and entitled to vote in the election of directors. Any director may resign by delivering a resignation in writing or by electronic transmission to the Chairman of the Board, the President or the Secretary, such resignation to specify whether it will be effective at a particular time, upon the happening of a future event, upon receipt or at the pleasure of the Board. If no such specification is made, it shall be deemed effective at the pleasure of the Board.

Section 2. Vacancies. Vacancies and newly created directorships resulting from any increase in the authorized number of directors shall be filled solely by a majority of the directors then in office, though less than a quorum, or by a sole remaining director (and not by the stockholders), and each director so chosen shall hold office until the Annual Meeting for the year in which such director's term expires; provided that the term of each director shall continue until the election and qualification of his or her successor and shall be subject to his or her prior death, resignation or removal. No decrease in the authorized number of directors shall shorten the term of any incumbent director.

Section 3. Duties and Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these By-Laws directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either within or without the State of Delaware. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman of the Board, if there be one, the President, or any two or more directors (or by a sole remaining director). Notice thereof stating the place, date and hour of the meeting shall be given to each director by first class mail not less than five (5) days before the meeting, by reputable overnight courier not less than forty-eight (48) hours before the meeting, in person or by telephone, telecopy or electronic mail not less than twenty-four (24) hours before the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these By-Laws, at all meetings of the Board of Directors, a majority of the directors then in office shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors; provided however, that in no case shall a quorum consist of less than 1/3 of the total number of directors established by resolution of the Board pursuant to the first sentence of Section 1, Article III, including vacancies. If a quorum shall not be present at any meeting of the Board of Directors the directors present thereat may adjourn the meeting to another place, date or time, without further notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of the Board Without a Meeting. Unless otherwise provided by the Certificate of Incorporation or these By-Laws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmissions are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Certificate of Incorporation or these By-Laws, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 shall constitute presence in person at such meeting.

Section 8. Committees. The Board of Directors may, by resolution passed by the Board of Directors, designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he, she or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. Except as the Board of Directors may otherwise determine, any committee may make rules for the conduct of its business, but unless otherwise provided by the directors or in such rules, its business shall be conducted as nearly as possible in the same manner as is provided in these By-Laws for the Board of Directors. Except as otherwise provided in the Certificate of Incorporation, these By-Laws, or the resolution of the Board of Directors designating the committee, a committee may create one or more subcommittees, each subcommittee to consist of one or more members of the committee, and delegate to a subcommittee any or all of the powers and authority of the committee.

Section 9. Compensation. The directors may be paid such compensation for their services and such reimbursement for their expenses of attendance at meetings as the Board of Directors may from time to time determine. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 10. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his, her or their votes are counted for such purpose if (i) the material facts as to his, her or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his, her or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall be a President, a Secretary and a Treasurer. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director) and one or more Vice-Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these By-Laws. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election. The Board of Directors shall annually elect the officers of the Corporation who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier death, resignation or removal. Any officer may be removed at any time by the Board of Directors. Any officer may resign by delivering a written resignation to the corporation at its principal office or to the President or Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some later time or upon the happening of some later event. The Board of Directors may fill any vacancy occurring in any office for any reason and may, in its discretion, leave unfilled for such period as it may determine any offices other than those of the President, Treasurer and Secretary. The salaries of all officers of the Corporation shall be fixed by the Board of Directors or by such officers as may be designated by the Board of Directors.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the Chairman of the Board, the President, any Vice-President, the Secretary or any Assistant Secretary or any other person authorized by the Board of Directors, the Chairman of the Board, the President or any Vice-President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and power incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there be one, shall preside at all meetings of the stockholders and of the Board of Directors. In his or her absence, the Chairman of the Executive Committee, if any, of the Board of Directors shall preside at such meetings. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. During the absence or disability of the President, the Chairman of the Board of Directors shall exercise all the powers and discharge all the duties of the President. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him or her by these By-Laws or by the Board of Directors.

Section 5. President. The President shall be the Chief Executive Officer of the Corporation. The President shall, subject to the direction of the Board of Directors and, if there be one, the Chairman of the Board of Directors, have general supervision of the business of the

Corporation and shall perform all duties and have all powers that are delegated to such officer from time to time by the Board of Directors or that are commonly incident to the office of chief executive.

Section 6. Vice-Presidents. Each Vice-President shall perform such duties and shall have such powers as the Board of Directors or the President may from time to time prescribe, or that are commonly incident to the office to which appointed. At the request of the President or in his or her absence or in the event of his or her inability or refusal to act (and if there be no Chairman of the Board of Directors able or willing to act), the Vice-President or the Vice-Presidents if there is more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Board of Directors may assign to any Vice-President the title of Executive Vice-President, Senior Vice-President or any other title selected by the Board of Directors.

Section 7. Secretary. The Secretary shall perform such duties and shall have such powers as the Board of Directors or the President may from time to time prescribe. In addition, the Secretary shall perform such duties and have such powers as are incident to the office of the secretary, including without limitation the duty and power to attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose (as well as like duties for the standing committees when required), and to give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there be no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there be one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his or her signature.

Section 8. Treasurer. The Treasurer shall perform such duties and shall have such powers as the Board of Directors or the President may from time to time prescribe. In addition, the Treasurer shall perform such duties and have such powers as are incident to the office of treasurer, including without limitation the duty and power to have the custody of the corporate funds and securities, keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors when the Board of Directors so requires, an account of all his or her transactions as Treasurer and of the financial condition of the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these By-Laws, Assistant Secretaries, if there be any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the President, any Vice-President or the Secretary, and in the absence of the Secretary or in the event of his or her disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there be any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the President, any Vice-President or the Treasurer, and in the absence of the Treasurer or in the event of his or her disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Shares of stock in the Corporation shall be uncertificated and shall not be represented by certificates except (i) that this sentence shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation, and (ii) to the extent as may be required by applicable law or as may otherwise be authorized by the Secretary or an Assistant Secretary. In the event shares of stock are represented by certificates, such certificates shall be registered upon the books of the Corporation and shall be signed by, or in the name of the Corporation by, (i) the Chairman of the Board of Directors, the President or a Vice-President and (ii) the Treasurer or an Assistant Treasurer, or the Secretary or Assistant Secretary of the Corporation. Any or all of the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he or she were such officer, transfer agent or registrar at the date of issue.

Section 2. Lost Certificates. The Board of Directors may direct that a new certificate for shares or uncertificated shares be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate or new uncertificated shares, the Board of Directors may in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his or her legal representative, to indemnify the Corporation in such manner as it shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 3. Transfers. Transfer of shares of stock of the Corporation represented by certificates shall be made on the books of the Corporation only upon the surrender of a valid certificate or certificates for not less than such number of shares, duly endorsed by the person named in the certificate or by an attorney lawfully constituted in writing. Transfer of uncertificated shares of stock shall be made on the books of the Corporation upon receipt of proper transfer instructions from the registered owner of the uncertificated shares, an instruction from an approved source duly authorized by such owner or from an attorney lawfully constituted in writing. The Corporation may impose such additional conditions to the transfer of shares of its stock as may be necessary or appropriate for compliance with applicable law or to protect the Corporation, a transfer agent or the registrar from liability with respect to such transfer.

Section 4. Record Date.

(a) In order that the Corporation may determine the stockholders entitled to notice of any meeting of stockholders or any adjournment thereof, the Board of Directors may, except as otherwise required by law, fix, in advance, a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors and which record date shall not be more than sixty days nor less than ten days before the date of such meeting. If the Board of Directors so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board of Directors determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of and to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance with the foregoing provisions of this Section 4 at the adjourned meeting.

(b) In order that the Corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting (including by telegram, cablegram or other electronic transmission as permitted by law), the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which date shall not be more than 10 days after the date upon which the resolution fixing the record date is adopted by the Board of Directors.

(c) Any stockholder of record seeking to have the stockholders authorize or take corporate action by consent shall, by written notice to the Secretary, request the Board of Directors to fix a record date. The Board of Directors shall promptly, but in all events within 10 days after the date on which such a request is received, adopt a resolution fixing the record date (unless a record date has previously been fixed by the board of directors pursuant to Section 4(b) of this Article V). If no record date has been fixed by the Board of Directors within 10 days of the date on which such a request is received, the record date for determining stockholders entitled to consent to corporate action without a meeting, when no prior action by the Board of Directors is required by applicable law, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business, or any officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. If no record date has been fixed by the Board of Directors and prior action by the Board of Directors is required by applicable law, the record date for determining stockholders entitled to consent to corporate action without a meeting shall be at the close of business on the date on which the Board of Directors adopts the resolution taking such prior action.

(d) In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not be more than 60 days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

Section 5. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever by statute, the Certificate of Incorporation or these By-Laws, notice is required to be given to any director, member of a committee or stockholder and no provision is made as to how such notice shall be given, personal notice shall not be required and any such notice may be given (a) in writing, when deposited in the mail, postage prepaid, addressed to such director, member of a committee or stockholder at his or her address as it appears on the records of the Corporation, or (b) by any other method permitted by law (including but not limited to overnight courier service, telephone, telecopy or electronic transmission).

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these By-Laws, to be given to any director, member of a committee or stockholder, a waiver thereof in writing signed by the person or persons entitled to said notice, or a waiver by electronic transmission by the person entitled to notice, whether before, at or after the time of the event for which notice is to be given, shall be deemed equivalent thereto. The purpose of the meeting need not be specified in any such waiver. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation may be declared by the Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors may modify or abolish any such reserve.

Section 2. Evidence of Authority. A certificate by the Secretary or an Assistant Secretary as to any action taken by the stockholders, directors, a committee or any officer or representative of the Corporation shall as to all persons who rely on the certificate in good faith be conclusive evidence of such action.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Delaware". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he or she is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he or she is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the present or former director or officer is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (1) by a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum, or (2) by a committee of such directors designated by majority vote of such directors, even though less than a quorum, or (3) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion, or (4) by the stockholders. To the extent, however, that a present or former director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith, without the necessity of authorization in the specific case. Any person seeking indemnification from the Corporation under this Article VIII must notify the Corporation in writing as soon as practicable of any action, suit, proceeding or investigation involving such person for which indemnity will or could be sought.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, to the extent permitted by law, a person shall be deemed to have acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his or her conduct was unlawful, if his or her action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him or her by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 shall mean any other corporation or any partnership, joint venture, trust or other enterprise of which such person is or was serving at the request of the Corporation as a director or officer. The provisions of this Section 4 shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Sections 1 or 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the State of Delaware for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he or she has met the applicable standards of conduct set forth in Sections 1 or 2 of this Article VIII, as the case may be. Notice of any application for indemnification pursuant to this Section 5 shall be given to the Corporation promptly upon the filing of such application.

Section 6. Expenses Payable in Advance. Expenses (including attorneys' fees) incurred in defending any civil, criminal, administrative or investigative action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Corporation as authorized in this Article VIII (which undertaking shall be accepted without reference to the financial ability of the person to make such repayment); provided, however, that, with respect to persons who are not directors, no advancement of expenses shall be made under this Article VIII if the Corporation shall determine that (i) such person did not act in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation, or (ii) with respect to any criminal action or proceeding, such person had reasonable cause to believe his or her conduct was unlawful. A director or officer seeking advancement of expenses shall submit to the Corporation a written request.

Section 7. Non-exclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any By-Law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Sections 1 or 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the General Corporation Law of the State of Delaware, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of this Article VIII.

Section 9. Certain Definitions for Purposes of Article VIII. Terms used in this Article VIII and defined in Section 145(h) or Section 145(i) of the General Corporation Law of the State of Delaware shall have the respective meanings assigned to such terms in such Section 145(h) or Section 145(i).

Section 10. Limitations. Notwithstanding anything to the contrary in this Article VIII, the Corporation shall not be required to indemnify any person pursuant to this Article VIII in connection with a proceeding (or part thereof) initiated by that person unless (1) the initiation thereof was approved by the Board of Directors of the Corporation or (2) the initiation thereof was in connection with successfully establishing that person's right to indemnification or advancement of expenses under this Article VIII. Notwithstanding anything to the contrary in this Article VIII, the Corporation shall not indemnify a person to the extent such person has been reimbursed from the proceeds of insurance, and in the event the Corporation makes any indemnification payments to a person and such person is subsequently reimbursed from the proceeds of insurance, such person shall promptly refund indemnification payments to the Corporation to the extent of such insurance reimbursement.

Section 11. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person. A right to indemnification and to advancement of expenses arising under this Article VIII shall not be eliminated or impaired by an amendment to such provision after the occurrence of the act or omission that is the subject of the civil, criminal, administrative or investigative action, suit or proceeding for which indemnification or advancement of expenses is sought.

Section 12. Savings Clause. If this Article VIII or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify each director or officer to the fullest extent permitted by any applicable portion of this Article VIII that shall not have been invalidated.

ARTICLE IX
AMENDMENTS

These By-Laws may be altered, amended or repealed, in whole or in part, or new By-Laws may be adopted by the stockholders or, subject to Section 216 of the General Corporation Law of the State of Delaware, by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new By-Laws be contained in the notice of such meeting of stockholders or Board of Directors as the case may be. All such amendments must be approved by the holders of a majority of the outstanding capital stock entitled to vote thereon or by the Board of Directors, as the case may be.

Exhibit 10.15

Schedule A to
Exhibit 10.15

In accordance with Instruction 2 to Item 601(a)(4) of Regulation S-K, each of the following named executive officers has entered into a Proprietary Interest Agreement that is substantially identical in all material respects to the form of agreement referenced as Exhibit 10.15 except as to the name of the executive and date of execution:

Daniel L. Comas
William K. Daniel II
Thomas P. Joyce, Jr.
James A. Lico

Exhibit 10.23

DATED 6 DECEMBER 2011

DANAHER LUXEMBOURG FINANCE S.A.
AS ISSUER

DANAHER CORPORATION
AS GUARANTOR

BARCLAYS BANK PLC
AS ARRANGER

AND

BARCLAYS BANK PLC
AS DEALER

DEALER AGREEMENT
RELATING TO A U.S.$3,500,000,000
EURO-COMMERCIAL PAPER PROGRAMME

CONTENTS

THIS AGREEMENT is made on 6 December 2011

AMONG:

(1) **DANAHER LUXEMBOURG FINANCE S.A.**, (the "**Luxembourg Issuer**");

(2) **DANAHER CORPORATION**, ("**Danaher**");

(3) **BARCLAYS BANK PLC** (the "**Arranger**" or " **Barclays**"); and

IT IS AGREED as follows:

1. **INTERPRETATION**

1.1 **Definitions**

In this Agreement:

"**Agency Agreement**" means the issuing and paying agency agreement, dated on or about the date of this Agreement, between the Issuers, the Guarantor and the Issuing and Paying Agent, providing for the issuance of and payment on the Notes, as such agreement may be amended or supplemented from time to time.

"**Agreements**" means this Agreement (as amended or supplemented from time to time), any agreement reached pursuant to Clause 2.1, the Deed of Covenant, the Guarantee and the Agency Agreement.

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in London.

"**Clearing System"** means Euroclear Bank S.A./N.V., Clearstream Banking, société anonyme, Luxembourg, or such other recognised clearing system as may be agreed between the Issuer and the Issuing and Paying Agent and in which Notes may from time to time be held.

"**Dealers**" means Barclays, together with any additional institution or institutions appointed pursuant to Clause 6.2 but excluding any institution or institutions whose appointment has been terminated pursuant to Clause 6.1.

"**Deed of Covenant**" means the deed of covenant executed by the Luxembourg Issuer dated on or about the date of this Agreement, together with any Deed of Covenant executed pursuant to Clause 7, in respect of Global Notes issued pursuant to the Agency Agreement, as such deed may be amended or supplemented from time to time.

"**Definitive Note**" means a Note, security printed or otherwise, in definitive form.

"**Disclosure Documents**" means, at any particular date:

(a) the Information Memorandum;

(b) the most recently published audited consolidated financial statements of Danaher and, if financial statements have been published by any Subsidiary

Issuer, the most recently published audited unconsolidated financial statements of such Subsidiary Issuer and any subsequent quarterly unaudited financial statements of such Subsidiary Issuer and Danaher (in the case of Danaher each having been filed with the United States Securities and Exchange Commission (the "**SEC**")); and

(c) any other document delivered by the Subsidiary Issuer or Danaher to the Dealers which the Subsidiary Issuer or Danaher (as the case may be) has expressly authorised to be distributed in connection with transactions contemplated by this Agreement.

"**Dollars**" and "**U.S.$**" denote the lawful currency of the United States of America; and "**Dollar Note**" means a Note denominated in Dollars.

"**Dollar Equivalent**" means, on any day:

(a) in relation to any Dollar Note, the nominal amount of such Note; and

(b) in relation to any Note denominated or to be denominated in any other currency, the amount in Dollars which would be required to purchase the nominal amount of such Note as expressed in such other currency at the spot rate of exchange for the purchase of such other currency with Dollars quoted by the Issuing and Paying Agent at or about 11.00 a.m. (London time) on such day.

"**Euro**", "**euro**", "**EUR**" or "**€**" means the currency introduced at the start of the third stage of European economic and monetary union, and as defined in Article 2 of Council Regulation (EC) No 974/98 of 3 May 1998 on the introduction of the euro as amended.

"**FSMA**" means the Financial Services and Markets Act 2000.

"**Global Note**" means a Note in global form, representing an issue of commercial paper notes of a like maturity which may be issued by any Issuer from time to time pursuant to the Agency Agreement.

"**Guarantee**" means the guarantee dated on or about the date of this Agreement in connection with the Luxembourg Issuer and executed as a deed by the Guarantor in respect of the obligations of the Luxembourg Issuer under the Notes and the Deed of Covenant or any other guarantee executed from time to time pursuant to Clause 7.

"**Guarantor**" means Danaher, solely with respect to the Notes issued by a Subsidiary Issuer.

"**Information Memorandum**" means the most recent information memorandum, as the same may be amended or supplemented from time to time, containing information about the relevant Issuers, the Guarantor and the Programme (including information incorporated therein by reference), as prepared by or on behalf of the relevant Issuers and the Guarantor for use by the Dealers in connection with the transactions contemplated by this Agreement.

"**Issuer**" means each of the Luxembourg Issuer or any other entity that is nominated as an Issuer pursuant to Clause 7.

"**Issuers**" means the Luxembourg Issuer, together with any other entity that is nominated as an Issuer pursuant to Clause 7.

"**Issuing and Paying Agent**" means Deutsche Bank AG, London Branch and any successor Issuing and Paying Agent appointed in accordance with the Agency Agreement.

"**Note**" means a commercial paper note of an Issuer purchased or to be purchased by a Dealer under this Agreement, in bearer global or definitive form, substantially in the relevant form scheduled to the Agency Agreement or such other form(s) as may be agreed from time to time between the Issuers and the Issuing and Paying Agent and, unless the context otherwise requires, includes the commercial paper notes represented by the Global Notes.

"**Programme**" means the Euro-commercial paper programme established by this Agreement.

"**Programme Summary**" means the summary of the particulars of the Programme as set out in Schedule 3, as such summary may be amended, supplemented or superseded from time to time.

"**Relevant Issuer**" means the Issuer of a particular Note.

"**Securities Act**" means the United States Securities Act of 1933, as amended.

"**Sterling**" and "**£**" denote the lawful currency of the United Kingdom; and "**Sterling Note**" means a Note denominated in Sterling.

"**Subsidiary**" means, with respect to any person:

(i) any corporation, association or other business entity of which more than 50 per cent. of the total voting power of shares of capital stock or other equity interests entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by such person or one or more of the other subsidiaries of that person (or a combination thereof); and

(ii) any partnership, (a) the sole general partner or managing general partner of which is such person or a subsidiary or such person; or (b) the only general partners of which are such person or of one or more subsidiaries of such person (or any combination thereof).

"**Subsidiary Issuer**" means the Luxembourg Issuer, together with any other Subsidiary of Danaher that is appointed an Issuer pursuant to Clause 7.

"**TARGET System**" means the TARGET2 system.

"**TARGET2**" means the Trans-European Automated Real-Time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007.

"**Treaty**" means the Treaty establishing the European Community, as amended.

"**USCP Program**" means Danaher's U.S. commercial paper program, as such program is amended or supplemented from time to time pursuant to a commercial paper dealer agreement dated 5 May 2006 by Danaher, as issuer, and Goldman, Sachs & Co., as a U.S. dealer, and a commercial paper dealer agreement dated 6 November 2006 by Danaher, as issuer, and Citigroup Global Markets Inc., as a U.S. dealer; concerning notes to be issued pursuant to an Issuing and Paying Agency Agreement between Danaher and Deutsche Bank Trust Company Americas, dated 5 May 2006.

"**Yen**" and "**¥**" denote the lawful currency of Japan; and "**Yen Note**" means a note denominated in Yen.

1.2 **Programme Summary**

Terms not expressly defined herein shall have the meanings set out in the Programme Summary.

1.3 **Legislation**

Any reference in this Agreement to any legislation (whether primary legislation or regulations or other subsidiary legislation made pursuant to primary legislation) shall be construed as a reference to such legislation as the same may have been, or may from time to time be, amended or re-enacted.

1.4 **Clauses and Schedules**

Any reference in this Agreement to a Clause, sub-clause or a Schedule is, unless otherwise stated, to a clause or sub-clause hereof or a schedule hereto.

1.5 **Headings**

Headings and sub-headings are for ease of reference only and shall not affect the construction of this Agreement.

2. **ISSUE**

2.1 **Basis of agreements to issue; uncommitted facility**

Subject to the terms hereof, any Issuer may issue Notes to any Dealer from time to time at such prices and upon such terms as such Issuer and such Dealer may agree, **provided that** such Issuer has, and shall have, no obligation to issue Notes to such Dealer, except as agreed, and such Dealer has, and shall have, no obligation to subscribe Notes from such Issuer, except as agreed. Each Issuer acknowledges that any Dealer may resell Notes subscribed by such Dealer. The tenor of each Note shall not be less than the Minimum Term nor greater than the Maximum Term specified in the Programme Summary, calculated from (and including) the date of issue of such Note to (but excluding) the maturity date thereof. Definitive Notes (if any) shall be issued in the Denomination(s) specified in the Programme Summary. Each issue of Notes having the same issue date, maturity date, currency or denomination, yield and redemption basis will be represented by a Global Note or by Definitive Notes having the aggregate nominal amount of such issue as may be agreed between any Issuer and any Dealer.

2.2 **Procedures**

If any Issuer and any Dealer shall agree on the terms of the subscription of any Note by any Dealer (including agreement with respect to the issue date, maturity date, currency, denomination, yield, redemption basis, aggregate nominal amount and purchase price), then:

2.2.1 ***Instruction to Issuing and Paying Agent***: such Issuer shall instruct the Issuing and Paying Agent to issue such Note and deliver it in accordance with the terms of the Agency Agreement;

2.2.2 ***Payment of purchase price***: such Dealer shall subscribe such Note on the date of issue:

(a) *Dollar Note*: in the case of a Dollar Note, by transfer of funds settled through the New York Clearing House Interbank Payments System (or such other same-day value funds as at the time shall be customary for the settlement in New York City of international banking transactions denominated in Dollars) to such account of the Issuing and Paying Agent in New York City denominated in Dollars as the Issuing and Paying Agent shall have specified for this purpose; or

(b) *Euro Note*: in the case of a Euro Note, by transfer of funds settled through the TARGET System to such euro account as the Issuing and Paying Agent shall have specified for this purpose; or

(c) *Sterling Note*: in the case of a Sterling Note, by transfer of same-day funds to the Sterling account in London as the Issuing and Paying Agent shall have from time to time specified for this purpose; or

(d) *Other Notes*: in all other cases, by transfer of freely transferable same day funds in the relevant currency to such account of the Issuing and Paying Agent at such bank in the relevant jurisdiction for such currency as the Issuing and Paying Agent shall have specified for this purpose,

or, in each case, by such other form of transfer as may be agreed between such Dealer and such Issuer; and

2.2.3 *Delivery Instructions*: the relevant Dealer shall notify the Relevant Issuer and the Issuing and Paying Agent of the payment and delivery instructions applicable to such Note in accordance with prevailing market practice and in sufficient time to enable the Issuing and Paying Agent to deliver such Note on its issue date.

2.3 **Failure of agreed issuance**

If for any reason (including, without limitation, the failure of the relevant trade) a Note agreed to be purchased pursuant to Clause 2.1 is not to be issued, each of the Relevant Issuer and the relevant Dealer shall immediately notify the Issuing and Paying Agent thereof.

2.4 **Issuance currencies**

The parties acknowledge that Notes issued under the Programme may be denominated in Dollars or, subject as provided below, in any other currency. Any agreement reached pursuant to Clause 2.1 to sell and purchase a Note denominated in a currency other than Dollars shall be conditional upon:

2.4.1 ***Compliance***: it being lawful and in compliance with all requirements of any relevant central bank and any other relevant fiscal, monetary, regulatory or other authority, for deposits to be made in such currency and for such Note to be issued, offered for sale, sold and delivered;

2.4.2 ***Convertibility***: such other currency being freely transferable and freely convertible into Dollars; and

2.4.3 ***Amendments***: any appropriate amendments which the Dealers, the Issuers or the Issuing and Paying Agent shall require having been made to this Agreement and/or the Agency Agreement.

2.5 **Maximum Amount**

The Issuers shall ensure that the outstanding nominal amount of all Notes issued under the Programme, when taken together with the aggregate principal amount outstanding from time to time under the USCP Program, does not exceed the Maximum Amount. For the purposes of calculating the Maximum Amount, the nominal amount of any outstanding Note or Notes denominated in any currency other than Dollars shall be taken as the Dollar Equivalent of such nominal amount as at the date of the agreement for the issue of the Note or Notes then to be issued **provided that** in calculating the nominal amount of Notes outstanding on the date of issue of such Note or Notes there shall be disregarded Notes which mature on that date. The Issuers may increase the Maximum Amount by giving at least ten days' notice by letter, substantially in the form set out in Schedule 4, to the Dealers and the Issuing and Paying Agent. Such increase will not take effect until the Dealers have received from the Issuers the documents listed in such letter (if required by any Dealer), in each case in form and substance acceptable to the Dealers.

2.6 **Calculation Agent**

If floating rate Notes are to be issued, the Relevant Issuer will appoint either the relevant Dealer or the Issuing and Paying Agent (subject to the consent of such Dealer or the Issuing and Paying Agent, as the case may be, thereto) or some other person (subject to the consent of such Dealer and the Paying Agent to such person's appointment) to be the calculation agent in respect of such floating rate Notes and the following provisions shall apply:

2.6.1 ***Dealer***: if a Dealer is to be the calculation agent, its appointment as such shall be on the terms of the form of agreement set out in Schedule 6, and such Dealer will be deemed to have entered into an agreement in such form for a particular calculation if it is named as calculation agent in the interest calculation attached to or endorsed on the relevant Note;

2.6.2 ***Issuing and Paying Agent***: if the Issuing and Paying Agent is to be the calculation agent, its appointment as such shall be on the terms set out in the Agency Agreement; and

2.6.3 ***Other Calculation Agent***: if the person nominated by a Dealer or by the Issuing and Paying Agent as calculation agent is not such Dealer, that person shall execute (if it has not already done so) an agreement substantially in the form of the agreement set out in Schedule 6 and the appointment of that person shall be on the terms of that agreement.

3. **REPRESENTATIONS AND WARRANTIES**

3.1 **Representations and warranties**

Each Subsidiary Issuer (in respect of itself) and Danaher (in respect of itself and in respect of each Subsidiary Issuer) represents and warrants to the Dealers at the date of this Agreement, and at each date upon which the Maximum Amount is increased, and each applicable Subsidiary Issuer (in respect of itself) and Danaher (in respect of itself and each Subsidiary Issuer) represents and warrants to the Dealers at each date upon which an agreement for the issue and subscription of Notes is made by an Issuer and each date upon which Notes are, or are to be, issued by such Issuer (by reference to the facts and circumstances then existing):

3.1.1 ***Authorisation; valid, binding and enforceable***:

(a) the establishment of the Programme and the execution, delivery and performance by the Subsidiary Issuer and Danaher of the Agreements and the Notes;

(b) the entering into and performance by the Subsidiary Issuer and Danaher of any agreement for the subscription of Notes reached pursuant to Clause 2.1; and

(c) the issue and sale of the Notes by the Subsidiary Issuer and the guarantee thereof by Danaher under the Agreements,

have been duly authorised by all necessary action and the same constitute, or, in the case of Notes, will, when issued in accordance with the Agency Agreement, constitute, valid and binding obligations of each of the Subsidiary Issuer issuing such Notes and Danaher, enforceable against each of them in accordance with their respective terms (subject, as to enforceability, to bankruptcy, insolvency, reorganisation and similar laws of general applicability relating to or affecting creditors' rights and to general principles of equity);

3.1.2 ***Status***: the obligations of each Subsidiary Issuer and Danaher under each of the Agreements to which it is a party and the Notes issued by a Subsidiary Issuer are unsecured and will rank (other than in the case of obligations preferred by mandatory provisions of law) *pari passu* with all other present and future unsecured and unsubordinated indebtedness (i) of such Subsidiary Issuer, or guaranteed by such Subsidiary Issuer, and (ii) of Danaher, or guaranteed by Danaher, as the case may be;

3.1.3 ***Incorporation, capacity***: each of the Subsidiary Issuer and Danaher is duly incorporated or organized and validly existing under the laws of its jurisdiction of incorporation or organization and:

(a) the establishment of the Programme, the execution, delivery and performance by each of the Subsidiary Issuer and Danaher of the Agreements and the Notes;

(b) the entering into and performance by any Subsidiary Issuer and Danaher of any agreement for the issue, subscription and guarantee of Notes reached pursuant to Clause 2.1; and

(c) the issue and subscription of the Notes by any Subsidiary Issuer or the guarantee thereof by Danaher under the Agreements,

will not infringe any of the provisions of such Subsidiary Issuer's or Danaher's certificate of incorporation or organization, as amended, and amended and restated by-laws or analogous governance documents, and will not contravene any law, regulation, order or judgement to which such Subsidiary Issuer or Danaher or any of its assets is subject nor result in the breach of any term of, or cause a default under, any instrument to which such Subsidiary Issuer or Danaher is a party or by which it or any of its assets may be bound, in each case, in any material respect, in the context of the Programme and of the Notes issued thereunder;

3.1.4 ***Approvals***: all consents, authorisations, licences or approvals of and registrations and filings with any governmental or regulatory authority required in connection with the issue by any Subsidiary Issuer of Notes under the Agreements and the performance by any Subsidiary Issuer and Danaher of their respective obligations under the Agreements and the Notes have been obtained and are in full force and effect, and copies thereof have been supplied to the Dealers except for such consents, authorisations, licences, approvals, restrictions and filings as could not reasonably be expected to be material in the context of this Agreement;

3.1.5 ***Disclosure***: in the context of this Agreement and the transactions contemplated hereby, the information contained or incorporated by reference in the Disclosure Documents is true and accurate in all material respects and is not misleading in any material respect and there are no other facts in relation to any Subsidiary Issuer, Danaher or any Notes the omission of which makes, in the context of the issue of the Notes, the Disclosure Documents, taken as a whole, or any such information contained or incorporated by reference therein misleading in any material respect;

3.1.6 ***Financial Statements***: the audited financial statements of the Subsidiary Issuer (if such financial statements are available), consolidated audited financial statements of Danaher and any quarterly unaudited financial statements of the Subsidiary Issuer or Danaher (in the case of Danaher each having been filed with the SEC and incorporated by reference in the Information Memorandum), present fairly and accurately in all material respects the financial position of the Subsidiary Issuer and Danaher (consolidated in the case of Danaher) as of the respective dates of such statements and the results of operations of the Subsidiary Issuer and Danaher (consolidated in the case of Danaher) for the periods they cover or to which they relate and such financial statements have been prepared in all material respects in accordance with the relevant laws of the relevant jurisdiction of incorporation or organization of each of the Subsidiary Issuer and Danaher and with generally accepted accounting principles of the relevant jurisdiction of incorporation or organization of each of the Subsidiary Issuer and Danaher applied on a consistent basis throughout the periods involved (unless and to the extent otherwise stated therein);

3.1.7 ***No material adverse change, No litigation***: since the date of the most recent audited unconsolidated financial statements of the Subsidiary Issuer (if such financial statements are available) and audited consolidated financial statements of Danaher supplied to the Dealers and, in relation to any date on which this warranty falls to be made after the date hereof, save as otherwise disclosed by any Disclosure Document subsequently delivered by the Subsidiary Issuer or Danaher (as the case may be) to the Dealers:

(a) there has been no adverse change in the business, financial or other condition of the Subsidiary Issuer or of Danaher or any of its Subsidiaries taken as a whole; and

(b) there is no litigation, arbitration or governmental proceeding pending or, to the knowledge of the Subsidiary Issuer or Danaher, threatened against or affecting any of the Subsidiary Issuer, Danaher or any of Danaher's other Subsidiaries,

which in any case could reasonably be expected to be material in the context of the Agreements and the transactions contemplated thereby;

3.1.8 ***No default***: neither the Subsidiary Issuer nor Danaher is in default in respect of payment of any indebtedness for borrowed money where such indebtedness is in an aggregate amount greater than fifty million Dollars (U.S.$50,000,000);

3.1.9 ***No ratings downgrade***: there has been no downgrading, nor any notice to the Subsidiary Issuer or Danaher of any intended downgrading, nor placing on a "Creditwatch" list or other similar publication of formal review (including a notice confirming a change in outlook), in each case with negative implications, of the rating accorded to Danaher's short-term or long-term debt by Standard & Poor's Ratings Services, a division of the McGraw-Hill Companies Inc., and Moody's Investors Service, Inc., or any other rating agency which has issued a rating in connection with Danaher or any security of Danaher;

3.1.10 ***Taxation***: subject to compliance with the terms of the Agreements, neither the Subsidiary Issuer nor Danaher is required by any law or regulation or any relevant taxing authority in the United States to make any deduction or withholding from any payment due under the Notes, the Agency Agreement or the Deed of Covenant for or on account of any income, registration, transfer or turnover taxes, customs or other duties or taxes of any kind, provided that such payment is made by the Subsidiary Issuer or Danaher to the Issuing and Paying Agent and by the Issuing and Paying Agent to a Clearing System for payment in respect of any Note;

3.1.11 ***Maximum Amount not exceeded***: the outstanding nominal amount of all Notes on the date of issue of any Note, when taken together with the aggregate principal amount outstanding from time to time under the USCP Program, does not and will not exceed the Maximum Amount set out in the Programme Summary (as increased from time to time pursuant to Clause 2.5) and for this purpose the nominal amount of any Note denominated in any currency other than Dollars shall be taken as the Dollar Equivalent of such nominal amount as at the date of the agreement for the issue of such Note **provided that** in calculating the nominal amount of the Notes outstanding on the date of issue of such Note there shall be disregarded Notes which mature on that date;

3.1.12 ***Investment Company***: neither the Subsidiary Issuer nor Danaher is an investment company as defined in the United States Investment Company Act of 1940; and

3.1.13 ***No Trade or Business by the Subsidiary Issuer in the United States***: no Subsidiary Issuer is engaged, or has since its formation been engaged, in any trade or business within the United States, as determined for United States federal tax purposes.

3.2 **Notice of inaccuracy**

If, prior to the time a Note is issued and delivered to or for the account of any Dealer, an event occurs which would render any of the representations and warranties set out in Clause 3.1 immediately, or with the lapse of time, untrue or incorrect, the Relevant Issuer will inform such Dealer in writing as soon as practicable of the occurrence of such event. In either case, such Dealer shall inform the Relevant Issuer in writing without any undue delay whether it wishes to continue or discontinue the issuance and delivery of the respective Notes.

4. **COVENANTS AND AGREEMENTS**

4.1 **Issuer**

Each Subsidiary Issuer and Danaher covenant and agree that:

4.1.1 ***Delivery of published information***: whenever any Subsidiary Issuer or Danaher publishes or makes available to its shareholders or to the public (by filing with any regulatory authority, securities exchange or otherwise) any information which could reasonably be expected to be material in the context of this Agreement and the transactions contemplated hereby, the Subsidiary Issuer or Danaher (as the case may be) shall notify the Dealers as to the nature of such information, shall make a reasonable number of copies of such information available to the Dealers upon request to permit distribution to investors and prospective investors and shall take such action as may be necessary to ensure that the representation and warranty contained in sub-clause 3.1.5 is true and accurate in all material respects on the dates contemplated by such sub-clause, it being agreed that the filing of such information on the SEC's EDGAR system shall be deemed to satisfy this delivery requirement on the date on which such information is filed. Such notification may be by means of electronic communication, including, but not limited to, by email and/or directing the Dealers' attention to information on-line;

4.1.2 ***Indemnity***: each Relevant Issuer (severally and not jointly), failing which the Guarantor. shall indemnify and hold harmless on demand the Dealers against any claim, demand, action, liability, damages, cost, loss or expense (including, without limitation, reasonable legal fees and any applicable value added tax) which they may incur arising out of, in connection with or based upon:

(a) such Relevant Issuer's failure to make due payment under the Notes; or

(b) such Relevant Issuer's not issuing Notes for any reason (other than as a result of the failure of any Dealer to pay for such Notes) after an agreement for the sale of such Notes has been made; or

(c) the Guarantor's failure to make due payment under the Guarantee of the Notes issued by the Relevant Issuer; or

(d) any breach or alleged breach of the representations, warranties, covenants or agreements made by such Relevant Issuer or the Guarantor (except with respect to an Issuer other than the Relevant Issuer) in this Agreement unless in the case of an alleged breach only, the allegation is being made by a person other than a Dealer; or

(e) any untrue statement or alleged untrue statement of any material fact contained in the Disclosure Documents or the omission or alleged omission to state therein a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading in any material respect unless in the case of an alleged untrue statement only, the allegation is being made by a person other than a Dealer;

4.1.3 ***Procedure for indemnification***: The relevant Dealer or Dealers will promptly notify each Relevant Issuer and the Guarantor in writing of any claim in respect of which indemnification may be sought under Clause 4.1.2 of this Agreement against such Issuer or the Guarantor, as the case may be, **provided that** (i) the omission so to notify such Issuer or the Guarantor will not relieve such Issuer or the Guarantor, as the case may be, from any liability which it may have hereunder unless and except to the extent it did not otherwise learn of such claim and such failure results in the forfeiture by such Issuer or the Guarantor, as the case may be, of substantial rights and defences, and (ii) the omission to notify such Issuer or the Guarantor. as the case may be, will not relieve it from liability which it may have to such Dealers otherwise than on account of Clause 4.1.2.

In the event that any such claim is made against such Dealer or Dealers and they notify the Relevant Issuer and the Guarantor of the existence thereof, the Relevant Issuer or the Guarantor, as the case may be, will be entitled to participate therein, and to the extent that it may elect by written notice delivered to such Dealers, to assume the defence thereof, with counsel reasonably satisfactory to such Dealers; **provided that** if the defendants in any such claim include both such Dealers and the Relevant Issuer or the Guarantor, as the case may be, and such Dealers shall have reasonably concluded that there are legal defences available to them which are different from or additional to those available to the Relevant Issuer or the Guarantor, as the case may be, the Relevant Issuer or the Guarantor shall not have the right to direct the defence of such claim on behalf of such Dealers, and such Dealers shall have the right to select one separate counsel to assert such legal defences on behalf of such Dealers.

Upon receipt of notice from the Relevant Issuer or the Guarantor, as the case may be, to such Dealers of the Relevant Issuer's or the Guarantor's election so to assume the defence of such claim and approval by such Dealers of counsel (which shall not be unreasonably withheld) neither such Issuer nor the Guarantor will be liable to such Dealers for expenses incurred thereafter by such Dealers in connection with the defence thereof (other than reasonable costs of investigation) unless (i) such Dealers shall have employed separate counsel in connection with the assertion of legal defences in accordance with the proviso to the next preceding sentence (it being understood, however, that neither the Relevant Issuer nor the Guarantor, as the case may be, shall be liable for the expenses of more than one separate counsel (in addition to any local counsel in the jurisdiction in which any claim is brought), approved by such Dealers, representing such Dealers who are parties to such claim), (ii) such Issuer or the Guarantor, as the case may be, shall not have employed counsel reasonably satisfactory to such Dealers to represent such Dealers within a reasonable time after notice of existence of the claim, or (iii) such Issuer or the Guarantor, as the case may be, has authorised in writing the employment of counsel for such Dealers.

The Relevant Issuer and the Guarantor agree that without such Dealers' prior written consent (which shall not be unreasonably withheld) it will not settle, compromise or consent to the entry of any judgment in any claim in respect of which indemnification may be sought under Clause 4.1.2 of this Agreement (whether or not such Dealers are actual or potential parties to such claim), unless such settlement, compromise or consent includes an unconditional release of such Dealers from all liability arising out of such claim.

4.1.4 ***Expenses, stamp duties, amendments***: the Issuers, failing which the Guarantor, will:

(a) *Arranger's expenses*: pay, or reimburse the Arranger for, all reasonable out-of-pocket costs and expenses (including United Kingdom value added tax and any other taxes or duties thereon and fees and disbursements of counsel to the Arranger) incurred by the Arranger in connection with the preparation, negotiation, printing, execution and delivery of this Agreement and all documents contemplated by this Agreement;

(b) *Dealer's expenses*: pay, or reimburse the Dealers for, all reasonable out-of-pocket costs and expenses (including United Kingdom value added tax and any other taxes or duties thereon and fees and disbursements of one counsel to the Dealers) incurred by the Dealers in connection with the enforcement or protection of its rights under this Agreement;

(c) *Stamp duties*: pay all stamp, registration and other taxes and duties (including any interest and penalties thereon or in connection therewith) except those arising solely as a result of any Dealer's default which may be payable upon or in connection with the creation and issue of the Notes and the execution, delivery and performance of the Agreements and the Relevant Issuers shall indemnify the relevant Dealers against any claim, demand, action, liability, damages, cost, loss or reasonable expense (including, without limitation, legal fees and any applicable value added tax) which it may incur as a result or arising out of or in relation to any failure to pay or delay in paying any of the same;

(d) *Amendments*: notify the Dealers of any change in the identity of or the offices of the Issuing and Paying Agent and any material change or amendment to or termination of the Agency Agreement, any Guarantee or any Deed of Covenant not later than five days prior to the making of any such change or amendment or such termination; and it will not permit to become effective any such change, amendment or termination which could reasonably be expected to affect adversely the interests of the Dealers or the holder of any Notes then outstanding;

4.1.5 ***No deposit-taking***: the Issuers will issue Notes only if the following conditions apply (or the Notes can otherwise be issued without contravention of section 19 of the FSMA):

(a) *Selling restrictions*: the Dealers represent, warrant and agree in the terms set out in sub-clause 3.1 of Schedule 2; and

(b) *Minimum denomination*: the redemption value of each such Note is not less than £100,000 (or an amount of equivalent value denominated wholly or partly in a currency other than sterling), and no part of any Note may be transferred unless the redemption value of that part is not less than £100,000 (or such an equivalent amount); and

4.1.6 ***No Trade or Business by the Subsidiary Issuer in the United States***: no Subsidiary Issuer will engage in any trade or business within the United States, as determined for United States federal tax purposes.

4.2 **Compliance**

Each Issuer shall take such steps (in conjunction with the Dealers, where appropriate) to ensure that any laws and regulations or requirements of any governmental agency, authority or institution which may from time to time be applicable to any Note of such Issuer shall be fully observed and complied with and in particular (but without limitation) that no Issuer, nor any of its affiliates (as defined in Rule 405 under the Securities Act) nor any person acting on its or its affiliates behalf have engaged or will engage in any directed selling efforts with respect to the Notes of such Issuer, and they have complied and will comply with the offering restrictions requirement of Regulation S. Terms used in this Clause have the meanings given to them by Regulation S under the Securities Act.

4.3 **Selling restrictions**

Each Dealer represents, covenants and agrees that it has complied with and will comply with the selling restrictions set out in Schedule 2. Subject to compliance with those restrictions, the relevant Dealer is hereby authorised by the Relevant Issuer and the Guarantor to circulate the Disclosure Documents to purchasers or potential purchasers of the Notes of such Issuer.

4.4 **Dealers' and Issuers' obligations several**

The obligations of each Dealer and each Issuer contained in this Agreement are several.

4.5 **Status of Arranger**

The Dealers agree that the Arranger has only acted in an administrative capacity to facilitate the establishment and/or maintenance of the Programme and has no responsibility to it for (a) the adequacy, accuracy, completeness or reasonableness of any representation, warranty, undertaking, agreement, statement or information in the Information Memorandum, this Agreement or any information provided in connection with the Programme or (b) the nature and suitability to it of all legal, tax and accounting matters and all documentation in connection with the Programme or any issue of Notes thereunder.

5. CONDITIONS PRECEDENT

5.1 Conditions precedent to first issue

By a date no later than five Business Days before the date upon which any Issuer and any Dealer shall first reach an agreement pursuant to Clause 2.1 (or such offer period as may be agreed between the Issuer and that Dealer), the Relevant Issuer shall deliver to that relevant Dealer each of the documents listed in Schedule 1, in form and substance reasonably satisfactory to that relevant Dealer.

5.2 Conditions precedent to each issue

In relation to each issue of Notes, it shall be a condition precedent to the subscription thereof by any Dealer that (a) the representations and warranties in Clause 3.1 shall be true and correct on each date upon which an agreement for the sale of Notes is made hereunder and on the date on which such Notes are issued by reference to the facts and circumstances then existing and that (b) there is no other material breach of the Relevant Issuer's or Guarantor's obligations under any of the Agreements or the Notes.

6. TERMINATION AND APPOINTMENT

6.1 Termination

The Issuers may terminate the appointment of any Dealer, and any Dealer may resign, on not less than ten days' written notice to such Dealer or the Issuers, as the case may be. The Issuers shall promptly inform the Issuing and Paying Agent of any such termination or resignation. The rights and obligations of each party hereto shall not terminate in respect of any rights or obligations accrued or incurred before the date on which such termination takes effect and the provisions of sub-clause 4.1.2 and 4.1.4 shall survive termination of this Agreement and delivery against payment for any of the Notes.

6.2 Additional Dealers

Nothing in this Agreement shall prevent the Issuers from appointing one or more additional Dealers upon the terms of this Agreement, **provided that** any additional Dealer shall have first confirmed acceptance of its appointment upon such terms in writing to the Issuers in substantially the form of the letter set out in Schedule 5, whereupon it shall become a party to this Agreement vested with all the authority, rights, powers, duties and obligations as if originally named as a Dealer hereunder. The Issuers shall promptly inform the Dealers, the Guarantor and the Issuing and Paying Agent of any such appointment. The Issuers hereby agree to supply to such additional Dealer, upon such appointment, such legal opinions as are specified in paragraph 6 of Schedule 1, if requested, or reliance letters in respect thereof.

7. NOMINATION OF NEW ISSUER

Danaher may, with the Dealers' prior consent, at any time and from time to time nominate one or more issuers under the Programme **provided that** such new Issuer so notifies the Dealers in writing and provides to the Dealers not less than three Business

Days prior to the first issue of Notes by the new Issuer (a) copies of documents corresponding to those referred to in paragraph 1, 2, 3 (c) and (d), 4(a) (if relevant), 7, 8 and 9 of Schedule 1 in relation to the new Issuer, (b) the new Issuer's written agreement to be bound by the terms of this Agreement and the Agency Agreement in form and substance reasonably satisfactory to the Dealers, (c) a legal opinion from counsel reasonably acceptable to the Dealers and qualified in the law of the jurisdiction of incorporation of the new Issuer and (d) a supplemental Information Memorandum. Danaher shall procure that the new Issuer shall comply with and discharge its obligations under this Agreement, the Agency Agreement, the Deed of Covenant executed by it and the Notes issued by it. In addition, if requested by the Dealers, a legal opinion, in form and substance reasonably satisfactory to the Dealers, shall be delivered by counsel to the Dealers as to the laws of England.

8. NOTICES

8.1 Addressee for notices

All notices and other communications hereunder shall, save as otherwise provided in this Agreement, be made in writing and in English (by letter, fax, or electronic communication in accordance with Clause 8.3) and shall be sent to the intended recipient at the address or fax number and marked for the attention of the person (if any) from time to time designated by that party to the other parties hereto for such purpose. The initial address and fax number so designated by each party are set out in the Programme Summary.

8.2 Effectiveness

Any communication from any party to any other party under this Agreement shall be effective if sent by letter or fax upon receipt by the addressee, **provided that** any such notice or other communication which would otherwise take effect after 4.00 p.m. (London time) on any particular day shall not take effect until 10.00 a.m. on the immediately succeeding business day in the place of the addressee.

8.3 Electronic communication

8.3.1 Any communication to be made between parties to this Agreement under or in connection with the Agreements may be made by electronic mail or other electronic means if the relevant parties:

(a) agree that, unless and until notified to the contrary, this is to be an accepted form of communication;

(b) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and

(c) notify each other of any change to their address or any other such information supplied by them.

8.3.2 Any electronic communication made between those parties will be effective only when actually received in readable form at the correct address.

9. **THIRD PARTY RIGHTS**

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

10. **LAW AND JURISDICTION**

10.1 **Governing law**

This Agreement, any agreement reached pursuant to Clause 2.1, the Notes and any non-contractual obligations arising out of or in connection with them shall be governed by, and construed in accordance with, English law.

10.2 **English courts**

The courts of England have exclusive jurisdiction to settle any dispute (a "**Dispute**"), arising from or connected with this Agreement (including a dispute regarding the existence, formation, validity, enforceability, performance, interpretation or termination of this Agreement or any non-contractual obligations arising out of or in connection with this Agreement) or the consequences of its nullity.

10.3 **Appropriate forum**

The parties agree that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that they will not argue to the contrary.

10.4 **Rights of the Dealer to take proceedings outside England**

Clause 10.2 is only for the benefit of any Dealer. As a result, nothing in this Clause 10 prevents any Dealer from taking proceedings relating to a Dispute ("**Proceedings**") in any other courts with jurisdiction. To the extent allowed by law, any Dealer may take concurrent Proceedings in any number of jurisdictions.

10.5 **Process agent**

The Issuers and the Guarantor agree that the documents which start any Proceedings and any other documents required to be served in relation to those Proceedings may be served on it by being delivered to Danaher UK Industries Limited, Suite 31, The Quadrant, 99 Parkway Avenue, Sheffield, S9 4WG, United Kingdom, Attention: Director or at any address of the Issuer in Great Britain at which process may be served on it in accordance with the Companies Act 2006. Nothing in this paragraph shall affect the right of the Dealers to serve process in any other manner permitted by law. This Clause applies to Proceedings in England and to Proceedings elsewhere.

10.6 **Counterparts**

This Agreement may be signed in any number of counterparts (including facsimile copies), all of which when taken together shall constitute a single agreement.

AS WITNESS the hands of the duly authorised representatives of the parties hereto the day and year first before written.

SCHEDULE 1
CONDITION PRECEDENT DOCUMENTS

1. Certified copies of each Issuer's and Guarantor's certificate of incorporation or organization, as amended, and amended and restated by-laws or analogous governance document.

2. Certified copies of all documents evidencing the internal authorisations and approvals required to be granted by each Issuer and the Guarantor in connection with the Programme.

3. Certified or conformed copies of:

   (a) the Dealer Agreement, as executed;

   (b) the Agency Agreement, as executed;

   (c) Deed of Covenant as to each Issuer, as executed; and

   (d) the Guarantee as to each Subsidiary Issuer, as executed.

4. Copies of:

   (a) the confirmation of acceptance of appointment from Danaher UK Industries Limited for service of process; and

   (b) the confirmation that the Deed of Covenant and the Guarantee have been delivered to the Issuing and Paying Agent.

5. Legal opinions from:

   (a) Wilmer Cutler Pickering Hale and Dorr LLP, counsel to Danaher as to the laws of the State of New York, Delaware General Corporation Law and the federal law of the USA;

   (b) Arendt & Medernach, counsel to the Luxembourg Issuer as to the laws of Luxembourg; and

   (c) Clifford Chance LLP, counsel to the Dealers as to English law.

6. The Information Memorandum.

7. A list of the names, titles and specimen signatures of the persons authorised:

   (a) to sign on behalf of each Issuer and the Guarantor (as applicable), the Notes and Agreements to which they are a party;

   (b) to sign on behalf of each Issuer and the Guarantor all notices and other documents to be delivered in connection therewith; and

   (c) to take any other action on behalf of the Issuer and the Guarantor in relation to the Programme.

8. Confirmation from the Issuer or the Issuing and Paying Agent that the relevant forms of Global Note have been prepared and the same delivered to the Issuing and Paying Agent.

9. Confirmation that Standard & Poor's Ratings Services, a division of the McGraw-Hill Companies Inc. and Moody's Investors Service, Inc. respectively have granted ratings for the Programme.

SCHEDULE 2
SELLING RESTRICTIONS

1. **General**

By its purchase and acceptance of Notes issued under this Agreement, each of the Dealers represents, warrants and agrees that it will observe all applicable laws and regulations in any jurisdiction in which it may offer, sell, or deliver Notes; and that it will not directly or indirectly offer, sell, resell, reoffer or deliver Notes or distribute any Disclosure Document, circular, advertisement or other offering material in any country or jurisdiction except under circumstances that will result, to the best of its knowledge and belief, in compliance with all applicable laws and regulations.

No action has been or will be taken in any jurisdiction by the Relevant Issuer, the Guarantor, the Arranger or the relevant Dealer (or Dealers, as the case may be) that would permit a public offering of Notes, or possession or distribution of the Information Memorandum or any other offering material, in any country or jurisdiction where action for that purpose is required.

2. **The United States of America**

The Notes and the Guarantee have not been and will not be registered under the Securities Act and the Notes may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S). Each of the Dealers represents and agrees that it has offered and sold, and will offer and sell, Notes only outside the United States to non U.S. persons in accordance with Rule 903 of Regulation S under the Securities Act. Accordingly, each of the Dealers represents and agrees that neither it, nor its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts with respect to the Notes, and that it and they have complied and will comply with the offering restrictions requirement of Regulation S and all applicable securities laws of the states of the United States and other jurisdictions. Each of the Dealers also agrees that, at or prior to confirmation of any sale of Notes, it will have sent to each distributor, dealer or person receiving a selling commission, fee or other remuneration in connection with the purchase of Notes by it for its own account or the accounts of its customers, a confirmation or notice to substantially the following effect:

> "The Notes and the Guarantee covered hereby have not been and will not be registered under the United States Securities Act of 1933, as amended, and, subject to certain exceptions or being so registered, may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S)."

Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

3. **The United Kingdom**

In relation to each issue of Notes, each of the Dealers subscribing to such Notes represents, warrants and undertakes to the Issuers and the Guarantor that:

3.1 ***No deposit taking:***

3.1.1 it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business; and

3.1.2 it has not offered or sold and will not offer or sell any such Notes other than to persons:

(i) whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses; or

(ii) who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses,

where the issue of the Notes would otherwise constitute a contravention of Section 19 of the Financial Services and Markets Act 2000 ("**FSMA**") by the Issuers;

3.2 ***Financial promotion***: it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer or the Guarantor; and

3.3 ***General compliance***: it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

4. **Japan**

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1943, as amended) (the "**FIEA**") and, accordingly, each of the Dealers undertakes that it will not offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of, any Japanese Person or any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949, as amended) or to others for re-offering or resale, directly or indirectly in Japan or to any Japanese person or for the benefit of a resident in Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations or ministerial guidelines of Japan.

5. **Luxembourg**

Each of the Dealers agrees that the Notes may not be offered or sold to the public in or from the Grand Duchy of Luxembourg unless the requirements of Luxembourg law concerning public offerings and any applicable regulatory requirements and other laws and regulations have been complied with.

SCHEDULE 3
PROGRAMME SUMMARY

Luxembourg Issuer

Danaher Luxembourg Finance S.A.

Address:	5, rue Guillaume Kroll, L-1182, Luxembourg
E-mail:	
Telephone:	
Fax:	
Contact:	The Director

Guarantor

Danaher Corporation

Address:	2200 Pennsylvania Avenue, N.W. Suite 800W Washington DC 20037-1701 United States of America
E-mail:	
Telephone:	
Fax:	
Contact:	The Treasurer

Dealer and Arranger

Barclays Bank PLC

Address:	5 The North Colonnade Canary Wharf London E14 4BB
E-mail:	
Telephone:	
Fax:	
Contact:	ECP Trading Desk

Issuing and Paying Agent

Deutsche Bank AG, London Branch

Address:	Winchester House 1 Great Winchester Street London EC2N 2DB
E-mail:	
Telephone:	
Fax:	
Contact:	Debt and Agency Services

Maximum Amount:

U.S. $3,500,000,000

Denominations:

U.S.$500,000
€500,000
£100,000
¥100,000,000
(or other conventionally accepted Denominations in other currencies) **provided that** the Dollar Equivalent of any Note must be at least U.S.$500,000 determined based on the spot rate of exchange on the issue date.

Governing Law:

Agreements:	English
Notes:	English

Form of Notes:

Exchangeable Global Notes with Definitive Notes available on default or in certain other circumstances
Notes may be issued at a discount to face value or may bear interest

Minimum Term:

One day

Maximum Term:

183 days

Clearing Systems:

Euroclear Bank S.A./N.V., Clearstream Banking, société anonyme, Luxembourg (or such other recognised clearing system as may be agreed between the Issuer and the Issuing and Paying Agent and in which Notes may from time to time be held)

Selling Restrictions:

U.S.A., United Kingdom, Japan, Luxembourg

Address for Service of Process:

Danaher UK Industries Limited

Address:	Suite 31 The Quadrant 99 Parkway Avenue Sheffield S9 4WG
E-mail:	
Telephone:	
Fax:	
Contact:	Director

SCHEDULE 4
CHANGE OF MAXIMUM AMOUNT

[Letterhead of Issuers]

[Date]

To: [—] (as "**Arranger**")
[—] (as "**Dealer[s]**")
[—] (as "**Issuing and Paying Agent**")

Dear Sirs

U.S.$ [—] Euro-commercial paper programme

We refer to a dealer agreement dated 6 December 2011 (the "**Dealer Agreement**") among ourselves as the Issuers and as the Guarantor, and you as the Arranger and as Dealer[s] relating to a U.S.$3,500,000,000 Euro-commercial paper programme (the "**Programme**"). Terms used in the Dealer Agreement shall have the same meaning in this letter.

In accordance with Clause 2.5 of the Dealer Agreement, we hereby notify each of the addressees listed above that the Maximum Amount of the Programme is to be changed from U.S.$3,500,000,000 to U.S.$[—],000,000,000 with effect from [*date*], subject to delivery of the following documents:

(a) an updated or supplemental Information Memorandum reflecting the change in the Maximum Amount of the Programme.

(b) certified copies of all documents evidencing the internal authorisations and approvals, if any, required to be granted by the Issuers and the Guarantor for such change in the Maximum Amount;

(c) certified copies of [*specify any governmental or other consents required by the Issuer or the Guarantor for such increase*];

(d) if any such change is an increase in the Maximum Amount, legal opinions from (i) Wilmer Cutler Pickering Hale and Dorr LLP, counsel to the Guarantor, as to the laws of the State of incorporation of the Guarantor, (ii) Arendt & Medernach, counsel to the Luxembourg Issuer, as to the laws of Luxembourg, and (iii) Clifford Chance LLP relating to such increase;

(e) if any such change is an increase in the Maximum Amount, a list of names, titles and specimen signatures of the persons authorised to sign on behalf of each Issuer and the Guarantor all notices and other documents to be delivered in connection with such an increase in the Maximum Amount; and

(f) if any such change is an increase in the Maximum Amount, written confirmation that [Standard & Poor's Ratings Services, a division of the McGraw-Hill Companies Inc.] [Moody's Investors Service, Inc.], respectively are maintaining their current ratings for the Programme.

From the date on which such change in the Maximum Amount becomes effective, all references in the Dealer Agreement to the Maximum Amount or the amount of the Programme shall be construed as references to the changed Maximum Amount as specified herein.

Yours faithfully

for and on behalf of

DANAHER LUXEMBOURG FINANCE S.A.

DANAHER CORPORATION

SCHEDULE 5
APPOINTMENT OF NEW DEALER

[Letterhead of Issuer]

[Date]

To: [Name of new Dealer]

Dear Sirs

U.S.$3,500,000,000 Euro-commercial paper programme

We refer to a dealer agreement dated 6 December 2011 (the "**Dealer Agreement**") between ourselves as Issuers and as the Guarantor, and the Arranger and the Dealer relating to a U.S.$3,500,000,000 Euro-commercial paper programme (the "**Programme**"). Terms used in the Dealer Agreement shall have the same meaning in this letter.

In accordance with Clause 6.2 of the Dealer Agreement, we hereby appoint you as an additional dealer for the Programme upon the terms of the Dealer Agreement with [immediate effect/effect from [*date*]].

Please confirm acceptance of your appointment upon such terms by signing and returning to us the enclosed copy of this letter, whereupon you will, in accordance with Clause 6.2 of the Dealer Agreement, become a party to the Dealer Agreement vested with all the authority, rights, powers, duties and obligations as if originally named as a Dealer thereunder.

Yours faithfully

---

for and on behalf of
DANAHER LUXEMBOURG FINANCE S.A.

---

for and on behalf of
DANAHER CORPORATION

[On copy]

We hereby confirm acceptance of our appointment as a Dealer upon the terms of the Dealer Agreement referred to above. For the purposes of Clause 8 (*Notices*), our contact details are as follows:

[Name of Dealer]
Address: [ ]
[Email: [ ]]
Telephone: [ ]
Fax: [ ]
Contact: [ ]

Dated: ____________________
Signed: ____________________
for [**Name of new Dealer**]

SCHEDULE 6
FORM OF CALCULATION AGENCY AGREEMENT

THIS AGREEMENT is made on [*date*]

BETWEEN:

(1) **DANAHER LUXEMBOURG FINANCE S.A**. (the "**Issuer**");

(2) **DANAHER CORPORATION** as guarantor (the "**Guarantor**"); and

(3) [**CALCULATION AGENT**], as the calculation agent appointed pursuant to the terms hereof (the "**Calculation Agent**", which expression shall include any successor thereto).

WHEREAS:

(A) Under a dealer agreement (as further amended, supplemented and/or restated from time to time, the "**Dealer Agreement**") dated 6 December 2011 and made among the Issuer, the Guarantor, the Arranger and the Dealers referred to therein, and an issuing and paying agency agreement (as further amended, supplemented and/or restated from time to time, the "**Agency Agreement**") dated 6 December 2011 and made among the Issuer, the Guarantor and the agents referred to therein, the Issuer established a Euro-commercial paper programme (the "**Programme**").

(B) The Dealer Agreement contemplates, among other things, the issue under the Programme of floating rate notes and provides for the appointment of calculation agents in relation thereto. Each such calculation agent's appointment shall be on substantially the terms and subject to the conditions of this Agreement.

IT IS AGREED as follows:

1. **INTERPRETATION**

1.1 **Definitions**

Terms not expressly defined herein shall have the meanings given to them in the Dealer Agreement or the Agency Agreement.

1.2 **Legislation**

Any reference in this Agreement to any legislation (whether primary legislation or regulations or other subsidiary legislation made pursuant to primary legislation) shall be construed as a reference to such legislation as the same may have been, or may from time to time be, amended or re-enacted.

1.3 **Relevant Notes**

"**Relevant Notes**" means such floating rate Notes in respect of which the Calculation Agent is appointed.

2. APPOINTMENT OF CALCULATION AGENT

The Issuer appoints the Calculation Agent as its agent for the purpose of calculating the amount of interest in respect of the Relevant Notes upon the terms and subject to the conditions of this Agreement. The Calculation Agent accepts such appointment.

3. DETERMINATION AND NOTIFICATION

3.1 Determination

The Calculation Agent shall determine the amount of interest payable on, each Relevant Note in accordance with the interest calculation applicable thereto.

3.2 Notification

The Calculation Agent shall as soon as it has made its determination as provided for in Clause 3.1 above (and, in any event, no later than the close of business on the date on which the determination is made) notify the Issuer and the Issuing and Paying Agent (if other than the Calculation Agent) of the amount of interest so payable.

4. STAMP DUTIES

The Issuer will pay all stamp, registration and other taxes and duties (including any interest and penalties thereon or in connection therewith) payable in connection with the execution, delivery and performance of this Agreement.

5. INDEMNITY AND LIABILITY

5.1 Indemnity

The Issuer shall indemnify and hold harmless on demand the Calculation Agent against any claim, demand, action, liability, damages, cost, loss or expense (including, without limitation, reasonable legal fees and any applicable value added tax) which it may incur arising out of, in connection with or based upon the exercise of its powers and duties as Calculation Agent under this Agreement, except such as may result from its own negligence or bad faith or that of its officers, employees or agents.

5.2 Liability

The Calculation Agent, after prior written notice to the Issuer, may consult as to legal matters with lawyers selected by it, who may be employees of, or lawyers to, the Issuer. If such consultation is made, the Calculation Agent shall be protected and shall incur no liability for action taken or not taken by it as Calculation Agent or suffered to be taken with respect to such matters in good faith, without negligence and in accordance with the opinion of such lawyers.

6. CONDITIONS OF APPOINTMENT

The Calculation Agent and the Issuer agree that its appointment will be subject to the following conditions:

(a) ***No obligations***: in acting under this Agreement, the Calculation Agent shall act as an independent expert and shall not assume any obligations towards or relationship of agency or trust for the Issuer or the owner or holder of any of the Relevant Notes or any interest therein;

(b) ***Notices***: unless otherwise specifically provided in this Agreement, any order, certificate, notice, request, direction or other communication from the Issuer made or given under any provision of this Agreement shall be sufficient if signed or purported to be signed by a duly authorised employee of the Issuer;

(c) ***Duties***: the Calculation Agent shall be obliged to perform only those duties which are set out in this Agreement and in the interest calculation relating to the Relevant Notes;

(d) ***Ownership, interest***: the Calculation Agent and its officers and employees, in its individual or any other capacity, may become the owner of, or acquire any interest in, any Relevant Notes with the same rights that the Calculation Agent would have if it were not the Calculation Agent hereunder; and

(e) ***Calculations and determinations***: all calculations and determinations made pursuant to this Agreement by the Calculation Agent shall (save in the case of manifest error) be binding on the Issuer, the Calculation Agent and (if other than the Calculation Agent) the holder(s) of the Relevant Notes and no liability to such holder(s) shall attach to the Calculation Agent in connection with the exercise by the Calculation Agent of its powers, duties or discretion under or in respect of the Relevant Notes in accordance with the provisions of this Agreement, except such as may result from the Calculation Agent's own negligence or bad faith or that of its officers, employees or agents.

7. ALTERNATIVE APPOINTMENT

If, for any reason, the Calculation Agent ceases to act as such or fails to comply with its obligations under Clause 3, the Issuer shall appoint the Issuing and Paying Agent as calculation agent in respect of the Relevant Notes.

8. THIRD PARTY RIGHTS

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

9. NOTICES

Clause 8 (*Notices*) of the Dealer Agreement shall apply to this Agreement *mutatis mutandis*.

10. **LAW AND JURISDICTION**

10.1 **Governing law**

This Agreement, every agreement for the issue and purchase of Notes and any non-contractual obligations arising out of or in connection with them shall be governed by, and construed in accordance with, English law.

10.2 **English courts**

The courts of England have exclusive jurisdiction to settle any dispute (a "**Dispute**"), arising from or connected with this Agreement (including a dispute regarding the existence, formation, validity, enforceability, performance, interpretation or termination of this Agreement or any non-contractual obligations arising out of or in connection with this Agreement) or the consequences of its nullity.

10.3 **Appropriate forum**

The parties agree that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that they will not argue to the contrary.

10.4 **Rights of the Calculation Agent to take proceedings outside England**

Clause 10.2 is for the benefit of the Calculation Agent only. As a result, nothing in this Clause 10 prevents the Calculation Agent from taking proceedings relating to a Dispute ("**Proceedings**") in any other courts with jurisdiction. To the extent allowed by law, the Calculation Agent may take concurrent Proceedings in any number of jurisdictions.

10.5 **Process agent**

The Issuer and the Guarantor agree that the documents which start any Proceedings and any other documents required to be served in relation to those Proceedings may be served on it by being delivered to Danaher UK Industries Limited, Suite 31, The Quadrant, 99 Parkway Avenue, Sheffield, S9 4WG, United Kingdom, Attention: Director or at any address of the Issuer or the Guarantor in Great Britain at which process may be served on it in accordance with the Companies Act 2006. Nothing in this paragraph shall affect the right of any Dealer to serve process in any other manner permitted by law. This Clause applies to Proceedings in England and to Proceedings elsewhere.

11. **COUNTERPARTS**

This Agreement may be signed in any number of counterparts (including facsimile copies), all of which when taken together shall constitute a single agreement.

AS WITNESS the hands of the duly authorised representatives of the parties hereto the day and year first before written.

DANAHER LUXEMBOURG FINANCE S.A.

By: ________________________

Name:

Title:

DANAHER CORPORATION

By: ________________________

Name:

Title:

[*NAME OF CALCULATION AGENT*]

By: ________________________

Name: ________________________

Title: ________________________

Signature Page

The Luxembourg Issuer

DANAHER LUXEMBOURG FINANCE S.A.

By:	/s/ Frank T. McFaden
Name:	Frank T. McFaden
Title:	Director

The Guarantor

DANAHER CORPORATION

By:	/s/ Frank T. McFaden
Name:	Frank T. McFaden
Title:	Vice President-Treasurer

The Arranger

BARCLAYS BANK PLC

By:	/s/ Belinda Vickery
Name:	Belinda Vickery
Title:	Authorised Attorney

The Dealer

BARCLAYS BANK PLC

By:	/s/ Belinda Vickery
Name:	Belinda Vickery
Title:	Authorised Attorney

Exhibit 10.24

DATED 6 DECEMBER 2011

DANAHER LUXEMBOURG FINANCE S.A.

AS ISSUER

DANAHER CORPORATION
AS GUARANTOR

AND

DEUTSCHE BANK AG, LONDON BRANCH
AS ISSUING AND PAYING AGENT

ISSUING AND PAYING AGENCY AGREEMENT

RELATING TO A U.S.$3,500,000,000
EURO-COMMERCIAL PAPER PROGRAMME

CONTENTS

THIS ISSUING AND PAYING AGENCY AGREEMENT is made on 6 December 2011:

AMONG:

(1) **DANAHER LUXEMBOURG FINANCE S.A.**, a *société anonyme* formed under the laws of Luxembourg, having its registered seat at 5, rue Guillaume Kroll, L-1182 Luxembourg, (the "**Issuer**").

(2) **DANAHER CORPORATION**, a Delaware corporation, having its principal offices located at 2200 Pennsylvania Avenue, N.W., Suite 800W, Washington, D.C. 20037-1701 as "**Guarantor**" in relation to Notes (as defined below) issued by the Issuer.

(3) **DEUTSCHE BANK AG, LONDON BRANCH**, having its registered office at Winchester House, 1 Great Winchester Street, London EC2N 2DB (the "**Issuing and Paying Agent**" which term shall include any other issuing and paying agent appointed by the Issuer on the terms hereof).

WHEREAS

(A) The Issuer has established a programme (the "**Programme**") for the issuance of Euro-commercial paper, in connection with which it has entered into a dealer agreement (as amended, supplemented and/or restated from time to time, the "**Dealer Agreement**") dated on or about the date of this Agreement and made among the Issuer, the Guarantor and the dealers from time to time party thereto (together, the "**Dealers**" and each a "**Dealer**") pursuant to which the Issuer may from time to time issue Notes (as defined below).

(B) The Guarantor has authorised the giving of its guarantee in relation to the Notes issued by the Issuer (the "**Guarantee**").

IT IS AGREED as follows:

1. **INTERPRETATION**

1.1 **Definitions**

Capitalised terms used in this Agreement but not defined in this Agreement shall, unless the context requires otherwise, have the meanings given to them in the Dealer Agreement and the following terms shall have the following meanings:

"**Agent**" means the Issuing and Paying Agent and any successor or additional agent appointed by the Issuer and/or the Guarantor in accordance with Clause 13 (*Changes in Agent*).

"**Business Day**" means, except where the context requires otherwise, a day (other than a Saturday or Sunday) on which:

(a) in relation to an issue in euro, commercial banks are open for business in the place where the specified office of the Issuing and Paying Agent is located and which is a TARGET Business Day (as defined below), **provided that** if the Issuing and Paying Agent determines with the agreement of the Issuer and the Guarantor that the market practice in respect of euro denominated internationally offered securities is different from that specified above, the above shall be deemed to be amended so as to comply with such market practice and the Issuing and Paying Agent shall procure that a notice of such amendment is published not less than 15 days prior to the date on which any payment in euro falls due to be made in such manner as the Issuing and Paying Agent may determine;

(b) in relation to an issue in a currency other than euro, commercial banks are open for business in the place where the specified office of the Issuing and Paying Agent is located and (if payment is to be made in a specified currency on that day under this Agreement) in the principal financial centre of that specified currency; and

(c) Euroclear and Clearstream, Luxembourg are in operation.

"**Clearstream, Luxembourg**" means Clearstream Banking, *société anonyme*.

"**Common Depositary**" means, in relation to any Notes, a depositary common to Euroclear and Clearstream, Luxembourg.

"**Conditions**" means in respect of the Notes the terms and conditions applicable thereto.

"**Deed of Covenant**" means the deed of covenant, dated on or about the date of this Agreement, executed by the Issuer in respect of Global Notes issued pursuant to this Agreement, as such deed may be amended or supplemented from time to time.

"**Definitive Note**" means a security printed definitive Note in bearer form, and otherwise in a form to be agreed upon from time to time by the Issuer and relevant Dealer.

"**Dollars**" and "**U.S.$**" denote the lawful currency of the United States of America; and "**Dollar Note**" means a Note denominated in Dollars.

"**Euro**", "**euro**", "**EUR**" or "**€**" means the currency introduced at the start of the third stage of European economic and monetary union, and as defined in Article 2 of Council Regulation (EC) No 974/98 of 3 May 1998 on the introduction of the euro as amended.

"**Euroclear**" means Euroclear Bank S.A./N.V.

"**Global Note**" means a Note in global form, representing an issue of promissory notes of a like maturity which may be issued by the Issuer and guaranteed by the Guarantor from time to time pursuant to this Agreement substantially in the form set out in Schedule A.

"**GPR**" means the Global Programme Reporting System, a secure internet based reporting/confirmation system offered by Deutsche Bank AG, London Branch to its debt programme clients or any successor system offered by Deutsche Bank AG, London Branch.

"**Issue Date**" means a date on which a Note is, or is to be, issued hereunder as may be agreed by the Issuer, the Guarantor and the relevant Dealer.

"**local time**" means, in relation to any payment, the time in the city in which the Issuing and Paying Agent or the relevant branch or office thereof is located.

"**Luxembourg Business Day**" means any day (other than a Saturday or Sunday) on which commercial banks are open for business in Luxembourg.

"**Maximum Amount**" means an aggregate of US$3,500,000,000 (or its equivalent in other currencies) at any time, when taken together with the principal amount outstanding from time to time under the Guarantor's U.S. commercial paper program, as may be increased or decreased from time to time in accordance with the Dealer Agreement.

"**Maturity Date**" means, in relation to any Note, the date of the maturity of that Note in accordance with its terms.

"**Note**" means a commercial paper note issued by the Issuer and guaranteed by the Guarantor and purchased or to be purchased by a Dealer under the Dealer Agreement, in definitive or global form, substantially in the relevant form scheduled hereto or such other form as may be agreed from time to time among the Issuer, the Guarantor and the Issuing and Paying Agent and, unless the context otherwise requires, includes the commercial paper notes represented by the Global Notes.

"**specified office**" means, in relation to any Agent, the office specified against its name on the signature page hereof or, in the case of an Agent not originally party hereto, specified in its terms of appointment or such other office in the same city or town as such Agent may specify by notice to the Issuer, the Guarantor and the other parties hereto in accordance with Clause 13.8.

"**Sterling**" and "**£**" denote the lawful currency of the United Kingdom and "**Sterling Note**" means a Note denominated in Sterling.

"**TARGET Business Day**" means a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET) System, or any successor thereto, is open.

"**Yen**" and "**¥**" denote the lawful currency of Japan; and "**Yen Note**" means a note denominated in Yen.

1.2 **Headings**

Headings shall be ignored in construing this Agreement.

1.3 **Contracts**

References in this Agreement to this Agreement or any other document are to this Agreement or those documents as amended, supplemented or replaced from time to time in relation to the Programme and include any document which amends, supplements or replaces them.

1.4 **Schedule**

The Schedules are part of this Agreement and have effect accordingly and terms defined there and not in the main body of this Agreement shall have the meaning given to them there.

1.5 **Alternative Clearing System**

References in this Agreement to Euroclear and/or Clearstream, Luxembourg shall, as the context so permits, be deemed to include reference to any additional or alternative clearing system approved by the Issuer, the Guarantor and the Issuing and Paying Agent.

1.6 **Plurality**

Words denoting the singular shall include the plural and vice versa.

2. **APPOINTMENT OF THE AGENTS**

2.1 The Issuer and the Guarantor hereby appoint Deutsche Bank AG, London Branch, and Deutsche Bank AG, London Branch agrees to act as Issuing and Paying Agent in respect of the Notes in accordance with the terms and conditions set out herein.

2.2 The Issuing and Paying Agent shall have the powers and authorities granted to and conferred upon it by this Agreement and such further powers and authorities to act on behalf of the Issuer and the Guarantor that the Issuer and the Guarantor may grant to it and as are reasonably acceptable to the Issuing and Paying Agent.

2.3 The Issuer and the Guarantor agree that Notes may be completed, issued, authenticated, delivered, kept and generally handled by the Issuing and Paying Agent on the instructions of the Issuer or the Guarantor in the manner contemplated by this Agreement.

2.4 In the case of floating rate interest bearing Notes, the Issuing and Paying Agent agrees to make the determinations and carry out the other duties ascribed to it as Calculation Agent pursuant to the Conditions of such Notes (including determining the amount of interest payable on, each such Note in accordance with the redemption calculation thereto) unless the Issuing and Paying Agent has informed the Issuer or the Guarantor that it does not wish to be appointed as Calculation Agent within two Business Days of having been so notified. The Calculation Agent shall as soon as it has made its determination (and in any event, no later than the close of business on the date on which the determination is made) notify the Issuer, the Guarantor and the Issuing and Paying Agent (if other than the Calculation Agent) of the redemption amount and/or if applicable the amount of interest so payable.

2.5 Any reference herein to the "Issuing and Paying Agent" or its "specified office" shall be deemed to include such other agent or office of the Issuing and Paying Agent (as the case may be) as may be appointed or specified from time to time hereunder.

3. **THE NOTES**

3.1 Each Note issued hereunder shall be:

(a) substantially in the relevant form scheduled hereto or, as the case may be, such other form as may be agreed among the Issuer, the Guarantor and the Issuing and Paying Agent from time to time;

(b) duly executed manually or in facsimile by the Issuer; and

(c) authenticated manually or electronically by an authorised signatory of the Issuing and Paying Agent.

3.2 The Issuer shall procure that a sufficient quantity of executed but unauthenticated Notes executed by the Issuer are at all times available to the Issuing and Paying Agent for the purpose of issue hereunder. The Issuing and Paying Agent shall notify the Issuer forthwith on request of the quantity of Notes which are at the date of such request held by it.

3.3 The Issuer may use the manual or facsimile signature on any Note of any person who on the date of preparation or printing of such Note was duly authorised to execute such Note on behalf of the Issuer, notwithstanding that at the date of issue of the relevant Note such person may for any reason (including death) no longer be so authorised. The Issuer may change the name of any person whose manual or facsimile signature is to appear on the Notes to bind the Issuer, by delivering to the Issuing and Paying Agent, no later than 30 days before the first date on which there are to be issued Notes in respect of which such replacement manual or facsimile signature is to be used, a copy of such replacement signature in such form as the Issuing and Paying Agent may require.

3.4 In the event that a person who has signed any master Global Note or master Definitive Note held by the Issuing and Paying Agent on behalf of the Issuer ceases to be authorised, the Issuing and Paying Agent shall (unless the Issuer gives notice to the Issuing and Paying Agent that Notes signed by that person do not constitute valid and binding obligations of the Issuer or otherwise until replacements have been provided to the Issuing and Paying Agent) continue to have authority to issue any such Notes signed by that person and the Issuer hereby warrants to the Issuing and Paying Agent that such Notes shall be valid and binding obligations of the Issuer. Promptly upon such person ceasing to be authorised, the Issuer shall provide the Issuing and Paying Agent with replacement master Notes and the Issuing and Paying Agent shall upon receipt of such replacements, cancel and destroy the master Notes held by them which are signed by such person and shall provide to the Issuer a certificate of destruction in respect thereof specifying the master Notes so cancelled and destroyed.

4. **ISSUE OF NOTES**

4.1 **Preconditions to Issue**

The Issuer shall in the case of Notes to be settled through Euroclear and/or Clearstream, Luxembourg, by no later than 2.00 p.m. (London time) two Business Days prior to the proposed Issue Date, give to the Issuing and Paying Agent (by fax or through GPR) details of any Notes to be issued by it under this Agreement and all such other information as the Issuing and Paying Agent may require for it to carry out its functions as contemplated by this Clause 4.1 and the Issuing and Paying Agent shall thereupon be authorised to complete a Global Note of the appropriate aggregate principal amount of such Notes by inserting in the appropriate place on the face of each Note, *inter alia*, the dates on which such Note shall be issued and shall mature and otherwise completing and authenticating the same. For the purposes of this Clause 4.1, the Issuing and Paying Agent may, if it considers it appropriate in the circumstances, treat a telephone communication from a person who it reasonably believes to have been duly authorised by the Issuer as sufficient instructions and authority from the Issuer to act in accordance with the provisions of this Clause 4.1, and the Issuer shall confirm such communication in writing no later than the relevant time referred to above or by such later time as may be agreed by the Issuer and the Issuing and Paying Agent. For the avoidance of doubt, when treating a telephone communication as sufficient instructions, the Issuing and Paying Agent shall continue to benefit from all the protections afforded to it under this Agreement.

4.2 **Notification**

If any such Notes as are mentioned in Clause 4.1 (*Preconditions to Issue*) are not to be issued on any Issue Date following the notification in accordance with Clause 4.1, the Issuer shall immediately notify the Issuing and Paying Agent, in the case of Notes to be settled through Euroclear and/or Clearstream, Luxembourg, by no later than 4.00 p.m. (London time) two Business Days prior to such proposed Issue Date. Upon receipt of such notice the Issuing and Paying Agent shall not thereafter issue or release the relevant Notes, but shall cancel and, unless otherwise instructed by the Issuer destroy any relevant Note which has been duly completed by it for issue (whether authenticated or not).

4.3 **Issue of Definitive Notes and Global Notes**

Upon notification by telephone or fax from the Dealer who has arranged to purchase or procure the purchase of Notes from the Issuer such notification to be received in sufficient time to enable delivery to be made as contemplated herein and, in the case of Notes to be settled through Euroclear and/or Clearstream, Luxembourg, by no later than 10.00 a.m. (London time) two Business Days prior to the proposed Issue Date, substantially in the form set out in Schedule A of this Agreement with respect to Global Notes or in a form to be agreed upon from time to time by the Issuer and relevant Dealer with respect to Definitive Notes, that payment by it to the Issuer of the purchase price of any Note has been or will be duly made and (if applicable) of details of the securities account hereinafter referred to, the Issuing and Paying Agent shall deliver duly authenticated Notes (i) in the case of Notes to be cleared through Euroclear and/or Clearstream, Luxembourg or any other clearing system, deliver such Note on the Business Day immediately preceding its issue date to or to the order of Euroclear and/or Clearstream, Luxembourg (which may be by delivery to the Common Depositary) and/or such other clearing system, for credit on the issue date of such Note to such securities account as shall have been notified to it. The foregoing obligation is subject to the Issuing and Paying Agent not having received a notice in accordance with the provisions of Clause 4.2 (*Notification*).

4.4 **Instructions to Clearing System**

The Issuing and Paying Agent shall (if applicable) give instructions to the relevant clearing system to credit the Notes to the Issuing and Paying Agent's distribution account. Each Note credited to the Issuing and Paying Agent's distribution account with the relevant clearing system following the delivery of the Notes in accordance with Clause 4.3 above shall be held to the order of the Issuer pending delivery to the relevant Dealer on a delivery against payment basis in accordance with the normal procedures of the relevant clearing system. The Issuing and Paying Agent shall on the issue date and against receipt of funds from the relevant Dealer transfer the proceeds of issue to the Issuer to the relevant account notified by the Issuer to the Issuing and Paying Agent in accordance with Clause 4.1 above.

4.5 **Defaulted Note**

If on the issue date the relevant Dealer does not pay the subscription price due from it in respect of any Note (the "**Defaulted Note**") and as a result the Defaulted Note remains in the Issuing and Paying Agent's distribution account with the relevant clearing system after the issue date (rather than being credited to the Dealer's account against payment), the Issuing and Paying Agent will continue to hold the Defaulted Note to the order of the Issuer.

4.6 **Delivery of Definitive Notes**

The Issuer hereby authorises and instructs the Issuing and Paying Agent to complete, authenticate and deliver on its behalf Definitive Notes in accordance with the terms of any Global Note presented to the Issuing and Paying Agent for exchange in whole (but not in part only).

4.7 **Prior Notice**

The Issuer will give at least 10 Business Days' prior written notice to the Issuing and Paying Agent of a change in the Maximum Amount of Notes which may be issued under the Dealer Agreement.

4.8 **Notification of Change of Appointment of Dealer**

The Issuer will promptly notify the Issuing and Paying Agent of the appointment, resignation, or termination of the appointment of any Dealer under the Dealer Agreement. If the notification is in respect of the appointment of a new Dealer, the Issuer will notify the Issuing and Paying Agent two Business Days prior to the issue of any Notes.

4.9 **Advance Payment**

If the Issuing and Paying Agent pays an amount (the "**Advance**") to the Issuer on the basis that a payment (the "**Payment**") has been, or will be, received from any Dealer or any other person, and if the Payment has not been, or is not, received by the Issuing and Paying Agent on the date the Issuing and Paying Agent pays the Advance to the Issuer, the Issuer shall on demand reimburse the Issuing and Paying Agent the Advance and pay interest thereon from (and including) the date on which it is paid out to (but excluding) the earlier of the date of reimbursement of the Advance in full or receipt by the Issuing and Paying Agent of the Advance in full at the rate per annum equal to the cost to the Issuing and Paying Agent of funding such Advance plus one percent per annum as certified by the Issuing and Paying Agent to the Issuer. Such interest shall accrue daily. For the avoidance of doubt, the Issuing and Paying Agent shall not be obliged to pay any Advance to the Issuer if it has not received confirmation satisfactory to it that it is to receive a Payment from the relevant person.

4.10 **Particulars of Notes**

To the extent such information is not available to the Issuer through GPR and upon the request of the Issuer as soon as practicable after the date of issue of any Notes, the Issuing and Paying Agent shall deliver to the Issuer particulars of:

(a) the number and aggregate principal amount of the Notes completed, authenticated and delivered by it, or made available by it for collection, on such date, and

(b) the issue date and the maturity date of such Notes and (c) the series and serial numbers of all such Notes (if requested).

4.11 **Notifications and Filings with Central Bank or Regulatory Authority**

The Issuer hereby authorises and instructs the Issuing and Paying Agent to make all necessary notifications to and filings with any relevant central bank or regulatory authority, including the Bank of England (in respect of Sterling Notes), and the Japanese Ministry of Finance (in respect of Yen Notes).

4.12 **Agent as Banker**

(a) The Issuing and Paying Agent shall be entitled to deal with moneys paid to it under this Agreement in the same manner as other moneys paid to it as a banker by its customers except that:

(i) It shall not be entitled to exercise any lien, right of set off or similar claim in respect thereof; and

(ii) It shall not be liable to any person for interest on any sums held by it under this Agreement;

(b) No money held by the Issuing and Paying Agent need be segregated except as required by law.

5. **PAYMENTS**

5.1 **Payment to Issuing and Paying Agent**

The Issuer, failing whom the Guarantor, undertakes in respect of each Note issued by the Issuer and guaranteed by the Guarantor, to pay, in the currency in which such Note is denominated, not later than 10.00 a.m. in the jurisdiction in which the account is located on the maturity date (or by such earlier time as may be determined by the Issuing and Paying Agent in accordance with the final sentence of this Clause 5.1) and not later than 10.00 a.m. in the jurisdiction in which the account is located on the

Business Day preceding any relevant interest payment date of each Note, an amount sufficient to pay the full amount payable on such date by way of principal, interest or otherwise in respect thereof:

(a) in the case of Sterling Notes, by transfer of same day value Sterling funds to such account of the Issuing and Paying Agent at such bank in London as the Issuing and Paying Agent may from time to time designate for the purpose;

(b) in the case of Euro Notes, by transfer of same day value Euro funds to such account of the Issuing and Paying Agent as the Issuing and Paying Agent may from time to time designate for the purpose; and

(c) in the case of Notes denominated in any other currency, by transfer of immediately available and freely transferable funds in such other currency to such account of the Issuing and Paying Agent at such bank in the principal financial centre for such other currency as the Issuing and Paying Agent may from time to time designate for the purpose,

or, in each case, by such other form of transfer as may be agreed between the Issuer, failing whom the Guarantor, and the Issuing and Paying Agent. If the Issuing and Paying Agent determines in its absolute discretion that the payment in accordance with this Clause 5.1 is required to be made earlier, it will provide to the Issuer or the Guarantor, as the case may be, not less than 30 days prior notice in writing of such requirement.

5.2 **Preadvice of Payment**

The Issuer, failing whom the Guarantor, shall ensure that no later than 12.00 noon (local time) on the second Business Day preceding the date on which any payment is to be made to the Issuing and Paying Agent pursuant to Clause 5.1 (*Payment to the Issuing and Paying Agent*), the Issuing and Paying Agent shall receive confirmation that it has issued an irrevocable instruction for payment of such amount to be made to the Issuing and Paying Agent, to include confirmation of the relevant account details, the amount to be paid and the value date for such payment.

5.3 **Late Payment**

If the Issuing and Paying Agent has not received the full amount payable in respect of any Note on its Maturity Date or the relevant interest payment date but receives, or is satisfied that it will receive, the full amount later, it may, in its sole discretion and in respect of which it is under no obligation, as paying agent of the Issuer pay on behalf of the Issuer on or after each due date for payment the amount due to be paid on surrender or presentation of the Notes in accordance with their terms.

If the Issuing and Paying Agent makes such payment on behalf of the Issuer under this Clause 5.3 at a time when it has not received payment in full in respect of the relevant Notes in accordance with Clause 5.1 (*Payment to the Issuing and Paying Agent*) (the excess of the amounts so paid over the amounts so received being the "**Shortfall**"), the Issuer, failing whom the Guarantor, shall be liable on demand by the Issuing and Paying Agent to pay to the Issuing and Paying Agent the Shortfall plus interest at a rate quoted at that time by the Issuing and Paying Agent as its cost of funding the Shortfall (plus one per cent. per annum) as certified by the Issuing and Paying Agent to the Issuer and the Guarantor. Such interest shall accrue daily.

5.4 **Payments by the Issuing and Paying Agent**

(a) The Issuer and the Guarantor hereby authorise and direct the Issuing and Paying Agent to make all payments on the Notes presented to the Issuing and Paying Agent to the holder or holders of those Notes in accordance with the Notes and this Agreement from the amount paid to it under Clause 5 (*Payments*).

(b) The Issuing and Paying Agent undertakes to make such payments **provided that** it has identified that it has previously received actual payment from the Issuer and/or the Guarantor under Clause 5.1 (*Payment to the Issuing and Paying Agent*).

(c) If the Issuing and Paying Agent in the exercise of reasonable discretion considers that the amounts to be received under Clause 5.1 (*Payment to the Issuing and Paying Agent*) will be, or the amounts actually received are, insufficient to satisfy all claims in respect of all payments the Issuing and Paying Agent shall not be obliged to pay any such claims until it has received the full amount of all payments.

5.5 **Partial Payment**

If at any time the Issuing and Paying Agent makes a partial payment in respect of any Note presented to it, it shall (at the expense of the Issuer, failing whom the Guarantor) procure that a statement indicating the date and amount of such payment is written or stamped on the face of such Note and shall forthwith notify the Issuer and Guarantor thereof.

5.6 Payments to holders of the Notes shall not be made to an address or a bank account maintained within the United States or its possessions; the Notes may not be presented for payment within the United States or its possessions; and demand for payments under the Notes may not be made within the United States or its possessions.

6. ISSUE OF REPLACEMENT NOTES

6.1 **Replacement**

The Issuing and Paying Agent shall, on receipt of written request, issue and authenticate any replacement Notes in place of Notes which have been lost, stolen, mutilated, defaced or destroyed. The Issuer shall provide the Issuing and Paying Agent with sufficient executed but uncompleted and unauthenticated Notes for such purpose.

6.2 **Pre-conditions to Issue of Replacement Notes**

The Issuing and Paying Agent shall not issue, complete or authenticate any replacement Note unless and until the applicant therefor shall have:

(a) paid such costs as may be incurred by the Issuer, the Guarantor and the Issuing and Paying Agent;

(b) furnished the Issuer, the Guarantor and the Issuing and Paying Agent with the series number and denomination of any Note lost or stolen along with such evidence and indemnity as the Issuer, the Guarantor and the Issuing and Paying Agent may require; and

(c) surrendered any mutilated or defaced Notes.

Replacement Notes shall be delivered to Euroclear or Clearstream, Luxembourg as applicable for credit to such account as the applicant may require or, at the option and expense of such applicant, to such other account or in such other manner as such applicant may direct.

6.3 **Cancellation**

The Issuing and Paying Agent shall cancel and, unless otherwise instructed by the Issuer and the Guarantor, destroy any mutilated or defaced Notes replaced and shall inform the Issuer and the Guarantor, and (if applicable) any other Agents of the certificate numbers, denominations, Issue Dates and Maturity Dates of any replacement Notes issued and the certificate numbers (if known), denominations, Issue Dates and Maturity Dates of the replaced Notes and of the dates of their cancellation and destruction.

6.4 **Arrangements as to Replacements**

The Issuer and the Guarantor may from time to time with the approval, where appropriate, of the Issuing and Paying Agent (such approval not to be unreasonably withheld) make arrangements as to the replacement of Notes which shall have been lost, stolen, mutilated, defaced or destroyed, and the forms and evidence to be provided (including (without limitation) arrangements as to evidence of title, costs, delivery and indemnity). All such replacements will be made subject to such arrangements.

7. **CANCELLATION, DESTRUCTION, RECORDS AND SAFEKEEPING**

7.1 **Cancellation**

All Notes which mature and are paid in full shall be cancelled forthwith by the Issuing and Paying Agent. The Issuing and Paying Agent shall, unless the Issuer or the Guarantor otherwise directs, destroy the cancelled Notes, and as soon as reasonably practicable after each Maturity Date if so requested, furnish the Issuer and the Guarantor with particulars of the aggregate principal amount of the Notes which have been destroyed since the last certification so furnished and the series and certificate numbers of all such destroyed Notes.

7.2 **Records**

The Issuing and Paying Agent shall keep and make available at all reasonable times to the Issuer and the Guarantor a full and complete record of all Notes and of their issue, payment, replacement, cancellation and destruction and, in the case of Global Notes, their exchange for Definitive Notes but the Issuing and Paying Agent shall have no liability for any failure to comply herewith if the information required to be provided to it has not been provided by the Issuer or the Guarantor.

7.3 **Safekeeping**

The Issuing and Paying Agent shall maintain in safekeeping all forms of Notes delivered to and held by it hereunder and shall ensure that the same are only completed, authenticated and delivered or made available in accordance with the terms hereof.

7.4 **Inspection**

The Issuing and Paying Agent shall, upon reasonable prior notice, make available for inspection during its normal office hours at its specified office copies of this Agreement, the Guarantee and the Deed of Covenant. The Deed of Covenant will be held by the Issuing and Paying Agent on behalf of the persons having rights thereunder as provided therein.

8. **APPOINTMENT AND DUTIES OF THE CALCULATION AGENT**

8.1 **Appointment**

If the Issuer issues floating rate Notes and the Issuer appoints the Issuing and Paying Agent as the Calculation Agent with respect thereto pursuant to clause 2.6.2 of the Dealer Agreement, the Issuing and Paying Agent may accept or decline such appointment subject to the terms and conditions of this Clause 8.

8.2 **General Duty**

If the Issuing and Paying Agent accepts its appointment as Calculation Agent in relation to such Notes, then it agrees to comply with the provisions of this Agreement and the relevant Notes. The Issuing and Paying Agent acknowledges and agrees that it may be appointed as Calculation Agent in respect of each issue of floating rate Notes unless the Dealer (or one of the Dealers) through whom such Notes are issued has agreed with the Issuer to act as Calculation Agent or the Issuer otherwise agrees to appoint another institution as Calculation Agent.

8.3 **Interest Amount**

The Calculation Agent shall in respect of each issue of floating rate Notes in relation to which it is appointed as such, determine the amount of interest payable on each floating rate Note in accordance with the calculation applicable thereto. The Calculation Agent shall as soon as it has made its determination as provided for in this Clause 8.3 above (and, in any event, no later than the close of business on the date on which the determination is made) notify the Issuer, the Guarantor and the Issuing and Paying Agent (if other than the Calculation Agent) of the amount of interest so payable.

9. **FEES AND EXPENSES**

9.1 **Fees**

The Issuer, failing whom the Guarantor, undertakes to pay such fees and expenses in respect of the Issuing and Paying Agent's services under this Agreement.

9.2 **Stamp, registration and other taxes and duties**

The Issuer, failing whom the Guarantor, undertakes to pay all stamp, registration and other taxes and duties (including any interest and penalties thereon or in connection therewith) to which this Agreement or the issue of any Notes by the Issuer may be subject.

9.3 **Expenses**

The Issuer, failing whom the Guarantor, undertakes to pay on demand all out-of-pocket expenses (including without limitation legal, advertising and postage expenses) properly incurred by the Agent in connection with its services under this Agreement.

9.4 **No deduction or withholding**

All payments by the Issuer, failing whom the Guarantor, under this Clause 9.4 shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatsoever nature imposed, levied, collected, withheld or assessed by any government having power to tax, unless such withholding or deduction is required by law. In that event, the Issuer, failing whom the Guarantor, shall pay such additional amounts as will result in receipt by the Issuing and Paying Agent of such amounts as would have been received by it if no such withholdings had been required.

10. **INDEMNITY**

10.1 **By Issuer and Guarantor**

The Issuer, failing whom the Guarantor, shall indemnify the Issuing and Paying Agent for an amount equal to any loss, liability, cost, tax (including stamp duty) claim, action, demand or expense (including, but not limited to, all costs, charges and expenses properly paid or properly incurred in disputing or defending any of the foregoing) that the Issuing and Paying Agent or any of its directors, officers, employees, agents and controlling persons may incur arising out of or in relation to or in connection with its appointment or the exercise of its functions hereunder, except such as may result from a breach by it of this Agreement or its own negligence, bad faith or wilful default or that of its directors, officers, employees, agents or controlling persons.

10.2 **By Issuing and Paying Agent and the Calculation Agent**

The Issuing and Paying Agent and the Calculation Agent shall severally indemnify the Issuer and the Guarantor for an amount equal to any loss, liability, cost, tax (including stamp duty) claim, action, demand or expense (including, but not limited to, all costs, charges and expenses paid or incurred in disputing or defending any of the foregoing) that the Issuer, the Guarantor or any of the directors, officers, employees, agents and controlling persons of the Issuer or the Guarantor may incur as a result of the breach by the Issuing and Paying Agent of this Agreement or the Issuing and Paying Agent's negligence, bad faith or wilful default or that of its directors, officers, employees, agents or controlling persons.

10.3 **Survival**

The indemnities contained in this Clause 10 shall survive the termination or expiry of this Agreement.

11. **LIMITATION OF LIABILITY**

11.1 The Agents shall not be liable for any loss caused by events beyond their reasonable control including any malfunction, interruption or error in the transmission of information caused by any machine or systems or interception of communication facilities, abnormal operating conditions or events of force majeure.

11.2 Subject to the final sentence of this clause, under no circumstances will the Agents be liable to the Issuer or any other party to this Agreement in contract, tort (including negligence) or otherwise for any consequential, special, indirect or speculative loss or damage (including, but not limited to, loss of business, goodwill, opportunity or profit) which arises out of or in connection with this Agreement even if advised of the possibility of such loss or damage. Nothing in this Agreement limits or excludes a party's liability: (i) for fraud or wilful default; or (ii) for death or personal injury caused by its negligence.

12. **TERMS OF APPOINTMENT**

12.1 **Delivery of Documents**

Prior to the first issue of the Notes hereunder by the Issuer, the Issuer and the Guarantor shall supply to the Issuing and Paying Agent copies of all conditions precedent documents required to be delivered pursuant to the Dealer Agreement. The Issuer and the Guarantor shall provide the Issuing and Paying Agent with a copy of the certified list of persons authorised to take action on behalf of the Issuer or the Guarantor in connection with this Agreement and shall notify the Issuing and Paying Agent immediately in writing if any such person ceases to be so authorised or if any additional person becomes so authorised.

12.2 **No Agency or Trust**

The Issuing and Paying Agent shall act solely as agent of the Issuer and the Guarantor and shall not have any obligation towards or relationship of agency or trust with the holder of any Notes. The Issuing and Paying Agent shall only be responsible for performance of the duties and obligations imposed on it under this Agreement and the Conditions and shall have no implied duties or obligations.

12.3 **No Expense**

The Issuing and Paying Agent is not under any obligation to take any action under this Agreement which may tend to involve it in any expense or liability, the payment of which within a reasonable time is not, in its opinion, assured to it.

12.4 **Holder to be Treated as Owner**

Except as ordered by a court of competent jurisdiction or as required by law, and notwithstanding any notice to the contrary, the Issuer, the Guarantor and the Issuing and Paying Agent shall be entitled to treat the bearer or holder of any Note as the absolute owner thereof for all purposes and shall not be required to obtain any proof thereof or as to the identity of the bearer or holder.

12.5 **Consultation**

The Issuing and Paying Agent may consult on any matter with any legal or other professional advisers selected by it, who may be an employee of or adviser to the Issuer or the Guarantor and the Issuing and Paying Agent shall not be liable in respect of anything done, or omitted to be done, relating to that matter in good faith in accordance with that adviser's opinion. The Issuer, failing whom the Guarantor, agrees to reimburse the Issuing and Paying Agent for all expenses properly incurred in connection with such legal or other professional advisers.

12.6 **Reliance on Documents**

The Issuing and Paying Agent shall not be liable in respect of anything done or omitted to be done or suffered by it in reliance on a Note, notice, direction, consent, certificate, affidavit, statement or other document or information from any electronic or other source reasonably believed by it to be genuine and to have been signed or otherwise given or disseminated by the proper parties.

12.7 **Purchase of Notes**

The Issuing and Paying Agent and its affiliates, directors, officers, controlling persons and employees, whether or not acting for itself, may become the owners of, or acquire, hold or dispose of any Note or other security (or any interest therein) of the Issuer, the Guarantor or any other person, with the same rights as any other owner or holder of such Notes or other securities, and may enter into or be interested in any contract or transaction with any such person, and may act on, or as depositary, trustee or agent for, any committee or body of holders of securities of any such person, in each case with the same rights as it would have had if it was not the Issuing and Paying Agent hereunder and need not account for any profit resulting therefrom; provided, however, that none of the Issuing and Paying Agent and its affiliates, directors, officers, controlling persons, employees (and any person on behalf of which any of the foregoing persons is acting) may acquire, hold or dispose of any Notes (or any interest therein) if such person is a "United States person," as defined in Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended.

12.8 The Issuer, failing whom the Guarantor, will pay all stamp duties and other documentary taxes (including any penalties and interest), if any, to which this

Agreement or any Notes may be subject and will indemnify and hold harmless the Issuing and Paying Agent on demand from all liabilities arising from any failure to pay, or delay in paying, such duty or taxes.

12.9 The Issuing and Paying Agent shall not exercise any right of set-off or lien against the Issuer, the Guarantor or any holder of any Note in respect of any moneys payable to or by it under this Agreement.

13. CHANGES IN AGENT

13.1 Resignation

The Issuing and Paying Agent may resign its appointment as the agent of the Issuer and/or the Guarantor hereunder in relation to the Notes issued by the Issuer by giving at least 30 days' notice to that effect to the Issuer and the Guarantor.

13.2 Appointment and Termination

The Issuer and the Guarantor (acting together) may at any time (and shall where necessary to comply with the provisions of any Notes) appoint substitute or additional agents and/or terminate the appointment of any Agent in relation to the Notes issued by the Issuer and guaranteed by the Guarantor by giving to the Issuing and Paying Agent and that Agent at least 30 days' notice to that effect and shall forthwith notify the other parties hereto thereof, whereupon the substitute or additional agents shall, as applicable, thereafter have the same rights and obligations as afforded to the Issuing and Paying Agent under this Agreement.

13.3 Automatic Termination

The appointment of' the Issuing and Paying Agent or any additional Agent appointed pursuant to Clause 13.2 shall terminate forthwith if any of the following events or circumstances occur or arise, namely:

(a) such Agent is adjudged bankrupt or insolvent;

(b) such Agent files a voluntary petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver, administrator or other similar official of all or any substantial part of its property or admits in writing its inability to pay or meet its debts as they mature or suspends payment thereof;

(c) a resolution is passed or an order is made for the winding-up or dissolution of such Agent;

(d) a receiver, administrator or other similar official of such Agent or of all or any substantial part of its property is appointed;

(e) an order of any court is entered approving any petition filed by or against such Agent under the provisions of any applicable bankruptcy or insolvency law; or

(f) any public officer takes charge or control of such Agent or of its property or affairs for the purpose of rehabilitation, conservation or liquidation.

In these circumstances the Issuer and the Guarantor will appoint a replacement Agent and give notice of this appointment to the holder of any Note as soon as practicable in accordance with the Conditions.

13.4 **Condition to Resignation and Termination**

No resignation or (subject to Clause 13.3 (*Automatic Termination*)) termination of the appointment of the Issuing and Paying Agent shall take effect until a new Issuing and Paying Agent (which shall be any reputable and experienced bank or financial institution) has been appointed.

13.5 **Appointment of Bank or Financial Institution**

If the Issuing and Paying Agent gives notice of its resignation in accordance with Clause 13.1 (*Resignation*), and a replacement Issuing and Paying Agent is required and by the tenth day before the expiration of such notice such replacement has not been appointed by the Issuer and the Guarantor, then the Issuing and Paying Agent may, itself, appoint on behalf of the Issuer and the Guarantor as its replacement any reputable and experienced bank or financial institution. Immediately following such appointment, such Agent shall give notice of such appointment to the Issuer and the Guarantor, whereupon the parties hereto and such replacement agent shall thereafter have the same rights and obligations among them as would have been the case had they then entered into an agreement in the form mutatis mutandis of this Agreement.

13.6 **Delivery of Documents**

Upon any resignation or revocation becoming effective under this Clause 13 (*Changes in Agents*), the Issuing and Paying Agent shall:

(a) be released and discharged from its obligations under this Agreement (save that it shall remain entitled to the benefit of and subject to and bound by the provisions of Clause 10 (*Indemnity*));

(b) in the case of the Issuing and Paying Agent, deliver to the Issuer and the Guarantor and to the successor Issuing and Paying Agent a copy, certified as true and up-to-date by an officer of the Issuing and Paying Agent, of the records maintained by it in accordance with Clause 7 (*Cancellation, Destruction, Records, and Safekeeping*); and

(c) forthwith (upon payment to it of any amount due to it in accordance with Clause 9 (*Fees and Expenses*) and Clause 10 (*Indemnity*) transfer all moneys and documents (including any unissued Global Notes and Definitive Notes held by it hereunder) to its successor in that capacity and, upon appropriate notice, provide reasonable assistance to such successor for the discharge by it of its duties and responsibilities hereunder.

13.7 **Successor Corporations**

A corporation into which the Issuing and Paying Agent may be merged or converted or with which it is consolidated that results from a merger, conversion or consolidation to which it is a party or to which it sells all or substantially all of its corporate trust assets shall, to the extent permitted by applicable law, be the successor

Issuing and Paying Agent under this Agreement without any further formality. The Issuing and Paying Agent concerned shall forthwith notify such an event to the Issuer and the Guarantor.

13.8 **Change of Office**

If the Issuing and Paying Agent decides to change its specified office in a city it shall promptly give notice to the Issuer and the Guarantor (with a copy to other Agents if applicable) of the address of the new specified office stating the date on which such change takes effect.

13.9 **Benefit to Predecessor**

Upon the resignation or removal of the Issuing and Paying Agent becoming effective, Clause 10 (*Indemnity*) and Clause 11.2 (*Terms of Appointment*) shall continue to benefit the predecessor Issuing and Paying Agent for any action taken or not taken by it while it was the Issuing and Paying Agent under this Agreement.

13.10 **Notices**

The Issuer or the Guarantor shall give holders of Notes at least 30 days' notice of any proposed appointment, termination, resignation or change under Clause 13.1 (*Resignation*) through Clause 13.5 (*Appointment of Bank or Financial Institution*) and Clause 13.8 (*Change of Office*) of which it is aware and, as soon as practicable, notice of any succession under Clause 13.7 (*Successor Corporations*) of which it is aware. The Issuer or the Guarantor shall give holders of Notes as soon as practicable, notice of any termination under Clause 13.3 (*Automatic Termination*) of which it is aware.

13.11 **Publication**

The Issuing and Paying Agent will, at the direction and expense of the Issuer, failing whom the Guarantor, arrange for publication of all notices to the holder of any Note issued by the Issuer on behalf of the Issuer or the Guarantor. The Issuer or the Guarantor will provide the Issuing and Paying Agent with details of any such notices at least 5 Business Days prior to the latest date on which the Issuer or Guarantor is to give notice to the holder of any Note in accordance with the Conditions, or as otherwise may be agreed between the Issuer, the Guarantor and the Issuing and Paying Agent.

14. ADDITION OF NEW ISSUER

The Guarantor may, with the Issuing and Paying Agent's prior consent, at any time and from time to time add one or more new Issuers under this Agreement **provided that** such new Issuer so notifies the Issuing and Paying Agent in writing and provides to the Issuing and Paying Agent not less than fifteen Business Days prior to the first issue of Notes by the new Issuer (a) a copy of the written notice provided by the new Issuer and Guarantor to the Dealer or Dealers, as the case may be, in accordance with clause 7 of the Dealer Agreement; (b) a supplemental information memorandum; and (c) the new Issuer's written agreement to be bound by the terms of the Dealer Agreement and this Agreement in form and substance satisfactory to the Issuing and Paying Agent. The Guarantor shall procure that the new Issuer shall comply with and discharge its obligations under the Dealer Agreement, this Agreement and the Notes issued by it.

15. **MODIFICATION**

This Agreement may only be amended by the parties hereto for the time being in writing.

16. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts and by the parties hereto on different counterparts each of which when so executed and delivered shall be an original but all the counterparts together shall constitute one and the same agreement.

17. **SEVERABILITY**

If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:

(a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or

(b) the legality, validity or enforceability in other jurisdictions of that or any other term of this Agreement.

18. **THIRD PARTY RIGHTS**

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

19. **GOVERNING LAW, SUBMISSION TO JURISDICTION AND AGENT FOR SERVICE OF PROCESS**

19.1 **Governing Law**

This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by, and construed in accordance with, English law.

19.2 **Submission to Jurisdiction**

The courts of England have exclusive jurisdiction to settle any dispute (a "**Dispute**"), arising out of or in connection with this agreement (including a Dispute relating to the existence, formation, validity, enforceability, performance, interpretation or termination of this Agreement or any non-contractual obligation arising out of or in connection with this Agreement) or the consequences of its nullity.

19.3 **Service of Process**

The Issuer and the Guarantor agree that the documents which start any Proceedings and any other documents required to be served in relation to those Proceedings may be served on it by being delivered to Danaher UK Industries Limited, Suite 31, The Quadrant, 99 Parkway Avenue, Sheffield, S9 4WG, United Kingdom, Attention: Director or at any address of the Issuer in Great Britain at which process may be served on it in accordance with the Companies Act 2006. Nothing in this Agreement shall affect the right of the Issuing and Paying Agent to serve process in any other manner permitted by law. This Clause applies to Proceedings in England and to Proceedings elsewhere.

20. **NOTICES**

20.1 **Method**

Each communication under this Agreement shall be made in the English language or shall be accompanied by a certified English translation and shall be made by fax, letter, or GPR. Each communication or document to be delivered by fax or by letter to any party under this Agreement shall be sent to that party at the fax number or address, and marked for the attention of the person (if any), from time to time designated by that party to the Issuing and Paying Agent (or, in the case of the Issuing and Paying Agent, by it to each other party) for the purpose of this Agreement. The initial telephone number, fax number, address and person so designated by the parties to this Agreement are set out on the signatory page hereto.

20.2 **Deemed Receipt**

Any communication from any party to any other party under this Agreement shall be effective (if by fax), when good receipt is confirmed by the recipient following enquiry by the sender and (if by letter) when delivered, except that a communication received outside normal business hours shall be deemed to be received on the next business day in the city in which the recipient is located.

This Agreement has been entered into on the date stated at the beginning.

SCHEDULE 1
FORM OF MULTICURRENCY GLOBAL NOTE

Set out below is the form of multicurrency global note for the Programme. Forms of multicurrency definitive notes are available upon request from the Issuing and Paying Agent, upon reasonable notice.

The Notes and the Guarantee covered hereby have not been and will not be registered under the United States Securities Act of 1933, as amended, and, subject to certain exceptions or being so registered, may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S).

By accepting this Note or any Note covered hereby, the holder represents and warrants that it is not a United States person (other than an exempt recipient described in section 6049(b)(4) of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations thereunder) and that it is not acting for or on behalf of a United States person (other than an exempt recipient described in section 6049(b)(4) of the Code and the regulations thereunder). Terms used in this paragraph have the meanings given to them by the applicable provisions of the Code and the regulations thereunder.

DANAHER LUXEMBOURG FINANCE S.A.
(incorporated under the laws of Luxembourg)
guaranteed by
DANAHER CORPORATION
(incorporated under the laws of the State of Delaware)

No:	Series No.:
Issued in London on:	Maturity Date:
Specified Currency:	Denomination:
Nominal Amount: (*word and figures if a Sterling Note*)	Reference Rate: LIBOR/EURIBOR[1]
Fixed Interest Rate:[2] % per annum	Margin:[3]
Calculation Agent:[4] (Interest)	Interest Payment Dates:[5]

1. For value received, **DANAHER LUXEMBOURG FINANCE S.A.** (the "**Issuer**") promises to pay to the bearer of this Global Note on the above-mentioned Maturity Date the above-mentioned Nominal Amount, together with interest thereon at the rate and at the times (if any) specified herein. All such payments shall be made in accordance with a issuing and paying agency agreement dated 6 December 2011 among the Issuer, Danaher Corporation and the issuing and paying agent referred to

[1] Delete as appropriate. The reference rate will be LlBOR unless this Global Note is denominated in euro and the Issuer and the relevant Dealer agree that the reference rate should be EURIBOR.
[2] Complete for fixed rate interest bearing Notes only.
[3] Complete for floating rate interest bearing Notes only.
[4] Complete for floating rate interest bearing Notes only.
[5] Complete for interest bearing Notes.

therein, a copy of which is available for inspection at the offices of Deutsche Bank AG, London Branch (as further amended, supplemented and/or restated from time to time, the "Issuing and Paying Agent") at Winchester House, 1 Great Winchester Street, London EC2N 2DB, and subject to and in accordance with the terms and conditions set forth below. All such payments shall be made upon presentation and surrender of this Global Note at the offices of the Issuing and Paying Agent referred to above by transfer to an account denominated in the abovementioned Specified Currency maintained by the bearer in the principal financial centre in the country of that currency or, in the case of a Global Note denominated in euro, by euro cheque drawn on, or by transfer to a euro account (or any other account to which euro may be credited or transferred) maintained by the payee with, a bank in the principal financial centre of any member state of the European Union. The Issuer will ensure that at all times it maintains a paying agent in an EU member state that will not be obliged to withhold or deduct tax pursuant to Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000. Notwithstanding the foregoing, payments to the bearer of this Global Note shall not be made to an address or a bank account maintained within the United States or its possessions, the Notes may not be presented for payment within the United States or its possessions, and demand for payments under the Notes may not be made within the United States or its possessions.

2. This Global Note is issued in representation of an issue of Notes in the above-mentioned aggregate Nominal Amount.

3. All payments in respect of this Global Note by or on behalf of the Issuer shall be made without set-off, counterclaim, fees, liabilities or similar deductions and free and clear of, and without deduction or withholding for or on account of, taxes, levies, duties, assessments or charges of any nature now or hereafter imposed, levied, collected, withheld or assessed by or on behalf of the jurisdiction of the Issuer or the United States or any political subdivision or taxing authority thereof or therein ("**Taxes**"). If the Issuer or any agent thereof is required by law or regulation to make any deduction or withholding for or on account of Taxes, the Issuer shall, to the extent permitted by applicable law or regulation, pay such additional amounts as shall be necessary in order that the net amounts received by the bearer of this Global Note after such deduction or withholding shall equal the amount which would have been receivable hereunder in the absence of such deduction or withholding, except that no such additional amounts shall be payable where this Global Note is presented for payment:

   (a) by or on behalf of a holder which is liable to such Taxes by reason of its having some connection with the jurisdiction imposing the Taxes other than the mere holding of this Global Note; or

   (b) where such deduction or withholding is required to be made pursuant to the European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 or any law implementing or complying with, or introduced in order to conform to, such Directive; or

(c) by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting this Global Note to another issuing and paying agent in a member state of the European Union; or

(d) more than 15 days after the Maturity Date or, if applicable, the relevant Interest Payment Date or (in either case) the date on which payment hereof is duly provided for whichever occurs later, except to the extent that the holder would have been entitled to such additional amounts if it had presented this Global Note on the last day of such period of 15 days.

4. The payment obligation of the Issuer represented by this Global Note constitutes and at all times shall constitute a direct and unsecured obligation of the Issuer ranking at least pari passu with all present and future unsecured and unsubordinated indebtedness of the Issuer other than obligations preferred by mandatory provisions of law.

5. If the Maturity Date or, if applicable, the relevant Interest Payment Date is not a Payment Business Day (as defined herein) payment in respect hereof will not be made and credit or transfer instructions shall not be given until the next following Payment Business Day (**provided that**, if such postponed payment would have the effect of extending the tenor of the relevant Note to more than 183 days, payment will be made and credit and transfer instructions will be given, on the immediately preceding Payment Business Day) and the bearer of this Global Note shall not be entitled to any adjustment to interest or other sums in respect of such postponed payment.

As used in this Global Note:

"**Payment Business Day**" means any day other than a Saturday or Sunday which is both (A) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the relevant place of presentation, and (B) either (i) if the above-mentioned Specified Currency is any currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in both London and the principal financial centre of the country of the relevant Specified Currency (which, if the Specified Currency is Australian dollars, shall be Sydney) or (ii) if the above-mentioned Specified Currency is euro, a day which is a TARGET Business Day; and

"**TARGET Business Day**" means a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET) System, or any successor thereto, is operating credit or transfer instructions in respect of payments in euro.

6. This Global Note is negotiable and, accordingly, title hereto shall pass by delivery and the bearer shall be treated as being absolutely entitled to receive payment upon due presentation hereof (notwithstanding any notation of ownership or other writing thereon or notice of any previous loss or theft thereof).

7. This Global Note is issued in respect of an issue of Notes of the Issuer and is exchangeable in whole (but not in part only) for duly executed and authenticated bearer Notes in definitive form (whether before, on or, subject as provided below, after the Maturity Date):

(a) if the clearing system(s) in which this Global Note is held at the relevant time is closed for a continuous period of 14 days or more (other than by reason of weekends or public holidays or announces an intention permanently to cease business or does in fact do so); or

(b) if default is made in the payment of any amount payable in respect of this Global Note; or

(c) upon request of the bearer of this Global Note or a holder of an interest in this Global Note.

Upon, or in the case of (c) above within 10 days after, presentation and surrender of this Global Note during normal business hours to the Issuer at the offices of the Issuing and Paying Agent (or to any other person or at any other office outside the United States as may be designated in writing by the Issuer to the bearer), the Issuing and Paying Agent shall authenticate and deliver, in exchange for this Global Note, bearer definitive notes denominated in the above-mentioned Specified Currency in an aggregate nominal amount equal to the Nominal Amount of this Global Note.

8. If, upon any such default and following such surrender, definitive Notes are not issued in full exchange for this Global Note before 5.00 p.m. (London time) on the thirtieth day after surrender, this Global Note (including the obligation hereunder to issue definitive Notes) will become void and the bearer will have no further rights under this Global Note (but without prejudice to the rights which the bearer or any other person may have under a Deed of Covenant dated 6 December 2011, entered into by the Issuer).

9. This Global Note has the benefit of a guarantee issued by **DANAHER CORPORATION** on 6 December 2011, copies of which are available for inspection during normal business hours at the office of the Issuing and Paying Agent referred to above.

10. If this is an interest bearing Global Note, then:

(a) notwithstanding the provisions of paragraph 1 above, if any payment of interest in respect of this Global Note falling due for payment prior to the above-mentioned Maturity Date remains unpaid on the fifteenth day after falling so due, the amount referred to in part (a) or

(b) (as the case may be) of paragraph 1 shall be payable on such fifteenth day; and (b) upon each payment of interest (if any) prior to the Maturity Date in respect of this Global Note, the Schedule hereto shall be duly completed by the Issuing and Paying Agent to reflect such payment.

(c) if no Interest Payment Dates are specified on the face of the Global Note, the Interest Payment Date shall be the Maturity Date.

11. If this is a fixed rate interest bearing Global Note, interest shall be calculated on the Nominal Amount as follows:

(a) interest shall be payable on the Nominal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrears on the relevant Interest Payment Date, on the basis of the actual number of days in such Interest Period and a year of 360 days or, if this Global Note is denominated in Sterling, 365 days at the above-mentioned Fixed Interest Rate with the resulting figure being rounded to the nearest amount of the above-mentioned Specified Currency which is available as legal tender in the country or countries (in the case of the euro) of the Specified Currency (with halves being rounded upwards); and

(b) the period beginning on the Issue Date and ending on the first Interest Payment Date and each successive period beginning on an Interest Payment Date and ending on the next succeeding Interest Payment Date is an "**Interest Period**" for the purposes of this paragraph.

12. If this is a floating rate interest bearing Global Note, interest shall be calculated on the Nominal Amount as follows:

(a) in the case of a Global Note which specifies LIBOR as the Reference Rate on its face, the Rate of Interest will be the aggregate of LIBOR and the above-mentioned Margin (if any) above or below LIBOR. Interest shall be payable on the Nominal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrears on the relevant Interest Payment Date, on the basis of the actual number of days in such Interest Period and a year of 360 days or, if this Global Note is denominated in Sterling, 365 days.

As used in this Global Note:

"**LIBOR**" shall be equal to the rate defined as "LIBOR-BBA" in respect of the abovementioned Specified Currency (as defined in the 2000 ISDA Definitions published by the International Swaps and Derivatives Association, Inc., as amended, updated or replaced as at the date of this Global Note, (the **"ISDA Definitions**")) as at 11.00 a.m. (London time) or as near thereto as practicable on the second London Banking Day before the first day of the relevant Interest Period *[or, if this Global Note is denominated in Sterling, on the first day thereof] (a "**LIBOR Interest Determination Date**"), as if the Reset Date (as defined in the ISDA Definitions) were the first day of such Interest Period and the Designated Maturity (as defined in the ISDA Definitions) were the number of months specified on the face of this Note in relation to the Reference Rate; and "London Banking Day" shall mean a day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in London;

(b) in the case of a Global Note which specifies EURIBOR as the Reference Rate on its face, the Rate of Interest will be the aggregate of EURIBOR and the above-mentioned Margin (if any) above or below EURIBOR. Interest shall be payable on the Nominal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrears on the relevant Interest Payment Date, on the basis of the actual number of days in such Interest Period and a year of 360 days.

As used in this Global Note, "EURIBOR" shall be equal to EUR-EURIBOR-Telerate (as defined in the ISDA Definitions) as at 11.00 a.m. (Brussels time) or as near thereto as practicable on the second TARGET Business Day before the first day of the relevant Interest Period (a "**EURIBOR Interest Determination Date**");

(c) the Calculation Agent will, as soon as practicable after 11.00 a.m. (London time) on each LIBOR Interest Determination Date or 11.00 a.m. (Brussels time) on each EURIBOR Interest Determination Date (as the case may be), determine the Rate of Interest and calculate the amount of interest payable (the "**Amount of Interest**") for the relevant Interest Period. "Rate of Interest" means (A) if the Reference Rate is EURIBOR, the rate which is determined in accordance with the provisions of paragraph 12(b), and (B) in any other case, the rate which is determined in accordance with the provisions of paragraph 12(a). The Amount of Interest shall be calculated by applying the Rate of Interest to the Nominal Amount of one Note of each denomination, multiplying such product by the actual number of days in the Interest Period concerned divided by 360 or, if this Global Note is denominated in Sterling, by 365 and rounding the resulting figure to the nearest amount of the above-mentioned Specified Currency which is available as legal tender in the country or countries (in the case of the euro) of the Specified Currency (with halves being rounded upwards). The determination of the Rate of Interest and the Amount of Interest by the Calculation Agent named above shall (in the absence of manifest error) be final and binding upon all parties;

(d) a certificate of the Calculation Agent as to the Rate of Interest payable hereon for any Interest Period shall be conclusive and binding as between the Issuer and the bearer hereof;

(e) the period beginning on the Issue Date and ending on the first Interest Payment Date and each successive period beginning on an Interest Payment Date and ending on the next succeeding Interest Payment Date is called an "Interest Period" for the purposes of this paragraph 12; and

(f) the Issuer will procure that a notice specifying the Rate of Interest payable in respect of each Interest Period be published as soon as practicable after the determination of the Rate of Interest. Such notice will be delivered to the clearing system(s) in which this Global Note is held at the relevant time or, if this Global Note has been exchanged for bearer definitive Notes pursuant to paragraph 7, will be published in a leading English language daily newspaper published in London (which is expected to be the Financial Times).

13. Instructions for payment must be received at the offices of the Issuing and Paying Agent referred to above together with this Global Note as follows:

(a) if this Global Note is denominated in Australian dollars, New Zealand dollars, Hong Kong dollars or Japanese yen, at least two Business Days prior to the relevant payment date; and

(b) in all other cases, at least one Business Day prior to the relevant payment date.

As used in this paragraph, "Business Day" means:

(i) a day other than a Saturday or Sunday on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in London; and

(ii) in the case of payments in euro, a TARGET Business Day and, in all other cases, a day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in the principal financial centre in the country of the above-mentioned Specified Currency.

14. This Global Note shall not be validly issued unless manually authenticated by Deutsche Bank AG, London Branch as Issuing and Paying Agent.

15. This Global Note and any non-contractual obligations arising out of or in connection with it shall be governed by, and construed in accordance with, English law.

16.

(a) *English courts*: The courts of England have exclusive jurisdiction to settle any dispute (a "**Dispute**") arising from or connected with this Global Note.

(b) *Appropriate forum*: The Issuer agrees that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that it will not argue to the contrary.

(c) *Rights of the bearer to take proceedings outside England*: Sub-paragraph 16(a) (English courts) is for the benefit of the bearer only. As a result, nothing in this paragraph 16 prevents the bearer from taking proceedings relating to a Dispute ("**Proceedings**") in any other courts with jurisdiction. To the extent allowed by law, the bearer may take concurrent Proceedings in any number of jurisdictions.

(d) *Process agent*: The Issuer agrees that the documents which start any Proceedings and any other documents required to be served in relation to those Proceedings may be served on it by being delivered to Danaher UK Industries Limited, Suite 31, The Quadrant, 99 Parkway Avenue, Sheffield, S9 4WG, United Kingdom, Attention: Director, or, if different, its registered office for the time being or at any address of the Issuer in Great Britain at which process may be served on it in accordance with the Companies Act 2006. Nothing in this sub-paragraph shall affect the right of the bearer to serve process in any other manner permitted by law. This sub-paragraph applies to Proceedings in England and to Proceedings elsewhere.

17. No person shall have any right to enforce any provision of this Note under the Contracts (Rights of Third Parties) Act 1999.

AUTHENTICATED by
DEUTSCHE BANK AG, LONDON BRANCH
without recourse, warranty or liability and for authentication purposes only

By:
(*Authorised Signatory*)

Signed on behalf of:
DANAHER LUXEMBOURG FINANCE S.A.

By:
(*Authorised Signatory*)

SCHEDULE
PAYMENTS OF INTEREST

The following payments of interest in respect of this Global Note have been made:

Date Made	Payment From	Payment To	Amount Paid	Notation on behalf of Issuing and Paying Agent

SIGNATORIES

The Issuer

DANAHER LUXEMBOURG FINANCE S.A.

By:	/s/ Frank T. McFaden
Name:	Frank T. McFaden
Title:	Director
Address:	5, rue Guillaume Kroll L-1182 Luxembourg
E-mail:	
Telephone:	
Fax:	
Contact:	Director

With a copy to:

Address:	2200 Pennsylvania Avenue, N.W Suite 800W Washington, D.C. 20037-1701
E-mail:	
Telephone:	
Fax:	
Attention:	Vice President Treasurer

The Guarantor

DANAHER CORPORATION

By:	/s/ Frank T. McFaden
Name:	Frank T. McFaden
Title:	Vice President-Treasurer
Address:	2200 Pennsylvania Avenue, N.W. Suite 800W Washington, D.C. 20037-1701
E-mail:	
Telephone:	
Fax:	
Attention:	Vice President Treasurer

The Issuing and Paying Agent

DEUTSCHE BANK AG, LONDON BRANCH
By: /s/ R. Bess
Name: R. Bess
Title: VP

DEUTSCHE BANK AG, LONDON BRANCH
By: /s/ S. Ferguson
Name: S. Ferguson
Title: VP

Address:	Winchester House 1 Great Winchester Street London EC2N 2DB
Fax:	
Attention:	Debt and Agency Services

Exhibit 10.25

MANAGEMENT AGREEMENT

This Management Agreement (this "Agreement") is entered into as of February 23, 2012, by and between Joust Capital III, LLC ("Owner"), a Delaware limited liability company whose address is c/o FJ900, Inc., 23411 Autopilot Drive, Suite 217, Dulles, Virginia 20166, and FJ900, Inc. ("Manager"), a Delaware corporation whose address is 23411 Autopilot Drive, Suite 217, Dulles, Virginia 20166.

WITNESSETH

WHEREAS, Owner owns the aircraft described on Schedule A attached hereto (the "Aircraft");

WHEREAS, Owner desires Manager to provide aircraft management, pilot services, maintenance and other aviation services (the "Services") to Owner to allow Owner to conduct operations pursuant to Federal Aviation Regulations ("FAR") Part 91 under Owner's operational control pursuant to the terms and conditions of this Agreement;

WHEREAS, Joust Capital, LLC, a Maryland limited liability company ("Joust One"), Owner and Manager originally entered into a Management Agreement dated as of July 22, 2011 (the "Original Agreement") with respect to the Aircraft and another aircraft owned by Joust One, and Joust One, Owner and Manager have terminated the Original Agreement as of the date hereof; and

WHEREAS, Owner and Manager desire to have this Agreement supersede and replace the Original Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Engagement**. Owner hereby engages Manager, and Manager agrees, to provide aviation support services for the operation of the Aircraft at the direction of Owner, subject to the terms and conditions of this Agreement.

2. **Compensation**. As compensation for the services to be provided by Manager pursuant to this Agreement, Owner agrees to pay or cause to be paid to Manager the amounts described in Section 5 hereof and all other amounts payable by Owner to Manager pursuant to the terms hereof.

3. **Services Provided**. On behalf of Owner, Manager shall, in accordance with all applicable FAR and federal, state, foreign and local statutes, regulations, ordinances, rules and orders and consistent with all applicable manuals, related guidance material and insurance safety requirements, employ, train, supervise, and provide to Owner for its use on and in connection

with the Aircraft pilots, cabin attendants, and maintenance personnel. On behalf of Owner, Manager shall, in accordance with all applicable FAR and federal, state, foreign and local statutes, regulations, ordinances, rules and orders and consistent with all applicable manuals, related guidance material and insurance safety requirements: (1) provide, contract for, and supervise maintenance of the Aircraft, (2) secure, as agent for Owner, all required authority for operation of the Aircraft, (3) provide logbook, recordkeeping, reporting, budgeting and other administrative services, (4) schedule and arrange dispatch for the Aircraft as requested by Owner, and (5) maintain, store, and supervise the Aircraft in a careful and proper manner. In addition, Manager shall assist Owner in the performance of any obligations under any interchange or time share arrangement for the Aircraft entered into by Owner, in each case as specifically requested by Owner and in accordance with the FAR. In addition, Manager shall provide recordkeeping related to Aircraft use pursuant to such agreements as requested by Owner and in accordance with the FAR.

4. **Term**. The term of this Agreement (the "Term") shall commence on the date hereof and shall continue until terminated pursuant to the terms and conditions of this Agreement.

5. **Expenses**.

A. *Non-Shared Expenses*. Manager, as agent for Owner shall record all bills and assessments for expenses attributable to the Aircraft, including without limitation, expenses in connection with services, supplies, fuel, landing fees, use, maintenance, operation, storage, supervision and management, in each case to the extent such expenses are not shared pursuant to Section 5(B). It is agreed and acknowledged that Owner will pay such bills and assessments when due and payable. However, in the event Manager pays a bill or assessment on behalf of Owner, Owner will promptly reimburse Manager for such bill or assessment upon receipt of appropriate documentation thereof.

B. *Shared Expenses*. The parties agree and acknowledge that Owner has agreed where feasible and upon mutual determination among Owner and certain other aircraft operators for whom Manager provides aircraft management services (collectively, the "Participating Aircraft Operators"), such Participating Aircraft Operators shall share the expenses relating to the use, maintenance, operation, storage, supervision, and management of their aircraft on the basis set forth on Schedule B. Manager shall facilitate such sharing and shall record all bills and assessments for all expenses shared by the Participating Aircraft Operators.

C. *Joint Bargaining*. The parties further agree and acknowledge that with respect to the expenses, and in accordance with Schedule B, Owner and Manager will where feasible and upon agreement with the other Participating Aircraft Operators, seek to utilize joint purchasing or collective bargaining arrangements in order to obtain the benefit of discounted pricing.

6. **Taxes**. Owner shall be responsible for any and all taxes assessed related to the ownership, use, maintenance, operation, storage, supervision, and management of the Aircraft.

7. **Provision of Pilots**. Manager shall arrange for and furnish to Owner fully qualified flight crews for the operation by Owner of the Aircraft for the duration of this Agreement. Owner specifically agrees that the flight crews supplied by Manager for the Aircraft will be under the exclusive command and control of Owner in all phases of flight and at all times. The flight crews shall have full and exclusive authority to exercise all of their duties and responsibilities in regard to the safety of each flight conducted by Owner in accordance with all applicable FAR. Owner specifically agrees that the flight crews, in their sole discretion, may terminate any flight, refuse to commence any flight, or take other action which in the considered judgment of the pilot in command is necessitated by considerations of safety. No such action of the pilot in command shall create or support any liability for loss, injury or damage to Owner, or any other person. Owner further agrees that Manager shall not be liable for any delay or failure to furnish or return the Aircraft or crew when such failure is caused by government regulation or authority, mechanical difficulty, war, civil commotion, strikes or labor disputes, weather conditions, or acts of God.

8. **Responsibilities With Respect to Scheduling**. Requests for scheduling shall be in a form, whether oral or written, mutually convenient to, and agreed upon by, the parties. Owner shall provide the following scheduling and flight time information to Manager for each proposed flight, as early as possible:

A. proposed departure point;

B. destination;

C. date and time of departure or arrival;

D. the number of anticipated passengers;

E. the names, nationality, and affiliation of each anticipated passenger;

F. the nature and extent of luggage and/or cargo to be carried;

G. the date and time of a return flight, if any; and

H. any other information concerning the proposed flight that may be pertinent or required by Manager or the flight crew.

9. **Flight Operations**.

A. *Operational Control*. During all phases of flight conducted with the Aircraft, Owner shall retain and have operational control of the Aircraft and exclusive possession, command, and control of the Aircraft. Except with regard to decisions made by the pilot in command as necessitated by safety considerations or governmental restrictions or regulations, Owner shall determine when the Aircraft shall be operated, where the Aircraft shall be operated, and the passengers and/or cargo which shall be carried.

B. *Purpose of Flight*. Owner will use the Aircraft only for purposes expressly permitted by Part 91, of the FAR. In connection with the use and operation of the Aircraft, Owner shall be responsible for compliance with all applicable FAR.

10. **Maintenance Responsibilities**.

A. *Maintenance Responsibility*. Manager shall be solely responsible for securing maintenance, preventive maintenance and required or otherwise necessary inspections on the Aircraft.

B. *Authorized Maintenance Providers*. All maintenance on the Aircraft will be done by Federal Aviation Administration ("FAA") authorized personnel and shall comply with all laws, ordinances, rules, regulations, insurance requirements, mandatory service bulletins issued or supplied by the manufacturer, and all FAA Airworthiness Directives.

C. *Airworthiness*. All maintenance when completed shall be sufficient to maintain the airworthiness certification of the Aircraft at all times.

D. *Scheduling Flights*. No period of maintenance, preventive maintenance or inspection shall be delayed or postponed for the purpose of scheduling the Aircraft, unless said maintenance or inspection can be safely conducted at a later time in compliance with all applicable laws and regulations.

11. **Aircraft Inspection**. During normal business hours, Owner shall have the right to enter the premises where the Aircraft may be located for the purpose of inspecting and examining the Aircraft and the condition, use, and operation of the Aircraft to ensure compliance by Manager with its obligations hereunder; provided, however that Owner shall coordinate the date and time of its inspection with the Manager and, provided, further, that Owner shall have no duty under this Agreement to inspect and shall not incur any liability or obligation by reason of not making any such inspection.

12. **Recordkeeping Responsibilities**.

A. *Operational Records*. Manager shall maintain and keep accurate, complete, and current logbooks and other records regarding the operation and use of the Aircraft in accordance with applicable FAR. This shall include:

i. records related to take off and destination of all flights;

ii. records relating to all flight authorizations obtained for particular flights;

iii. records relating to passengers carried; and

iv. records relating to flight crew and flight and duty time.

B. *Maintenance Records*. Manager shall maintain and keep accurate, complete, and current logbooks and records regarding the maintenance of the Aircraft and in accordance with applicable FAR. These shall include:

i. records relating to any and all maintenance performed on the Aircraft, including, without limitation, scheduled maintenance, repairs, modifications, scheduled inspections, functional tests, and overhauls performed; and

ii. records relating to personnel performing any and all maintenance on the Aircraft.

C. *Expense Records*. Manager shall maintain and keep accurate, complete, and current records relating to the calculation and payment of bills and assessments for services, supplies, and other expenses incurred in connection with the maintenance, operation, storage, supervision, and management of the Aircraft.

D. *Inspection*. Such records shall be open to inspection by Owner during normal business hours and upon reasonable prior notification to Manager.

13. **Insurance**.

A. *Owner Insurance*. Throughout the Term, Owner shall maintain insurance with respect to the Aircraft covering:

i. all-risk hull insurance with respect to the Aircraft, against any loss, theft or damage to the Aircraft, including, without limitation, extended coverage with respect to any engine or parts while removed from the Aircraft. The limits of such insurance shall be in an amount equal to the current aggregate market value of the Aircraft, or the minimum amount specified by the registered owner or lessor as may be applicable; and

ii. comprehensive aviation liability insurance with respect to the Aircraft, including, without limitation, aircraft passenger and property damage coverage, for the Aircraft for an amount not less than Four Hundred Million Dollars ($400,000,000) single limit liability coverage and naming Manager and Manager's parent company (Danaher Corporation ("Danaher")), and Manager's and Danaher's respective subsidiaries and related companies, directors, officers, agents and employees as additional insureds.

B. *Manager's Insurance*. Throughout the Term, Manager shall maintain or cause to be maintained, in full force and effect, at its own expense:

i. comprehensive aviation liability insurance with respect to each aircraft it owns directly or beneficially, including, without limitation, aircraft passenger and property damage coverage, for such aircraft for an amount not less than Four Hundred Million Dollars ($400,000,000) single limit liability coverage and naming Owner, Steven M. Rales and Owner's members, subsidiaries and related companies, directors, officers, agents and employees as additional insureds.

C. *Insurer's Notice*. All insurance required hereunder shall provide that coverage may not be canceled by the insurer without thirty (30) days' prior written notice to each party ((10) days' prior written notice for non-payment of premium). Each party shall be furnished with insurance certificates evidencing such insurance as of the date hereof and as of each renewal date. Each party shall also be furnished with copies of the policies. Receipt of any such certificate or policy shall not constitute acceptance thereof nor waiver of Owner's responsibilities hereunder.

D. *Waiver*. All insurance required hereunder shall include waiver of subrogation rights in favor of Owner**,** Manager, Danaher and the other insureds and additional insureds. All insurance required hereunder shall also be primary without any right of contribution from any other insurance available to any other insureds or additional insureds.

14. **Loss or Damage to Aircraft**.

A. *Damage Reports*. Manager shall immediately notify Owner of any accident or incident connected with the Aircraft, and shall include in such report the time, place and nature of the accident or incident, the nature and extent of damage caused to property, the names and addresses of persons injured, the names and addresses of witnesses, and such other information as may be relevant to such accident or incident.

"Accident and incident" mean the following, as defined in the National Transportation Safety Board ("NTSB") Regulations, 49 C.F.R. § 830.2:

> **Aircraft accident** means an occurrence associated with the operation of an aircraft which takes place between the time any person boards the aircraft with the intention of flight and all such persons have disembarked, and in which any person suffers death or serious injury, or in which the aircraft receives substantial damage.
>
> **Incident** means an occurrence other than an accident, associated with the operation of an aircraft, which affects or could affect the safety of operations.

B. *Repairs*. Following an accident or incident, Manager shall make or arrange for repair to the Aircraft only after consultation and agreement with Owner.

C. *Total Loss*. In the event of an actual or constructive total loss of the Aircraft, this Agreement shall terminate, except with respect to the provisions of this Agreement regarding Insurance, Indemnification, payment of fees and expenses to Manager pursuant to Section 5, and Termination, which shall survive the total loss of the Aircraft. Manager acknowledges and agrees that any hull insurance proceeds payable solely with respect to loss of or to the Aircraft itself shall be payable to Owner or its designee.

15. **Indemnification and Limitation of Damages**

A. *Indemnification.*

i. It is an express condition of this Agreement that, to the extent caused by the breach of this Agreement, fault, negligence or strict liability, either by commission or omission, of Owner or its members, officers, directors, employees, guests or agents occurring under or in connection with the performance or non-performance of the terms and conditions contained in this Agreement (including, without limitation, the use,

operation and/or flight of the Aircraft), Owner will fully defend, indemnify, save and hold harmless Manager, Danaher and Manager's or Danaher's respective subsidiaries and related companies, directors, officers, agents and employees from and against any and all losses, claims, suits, damages, liabilities and causes of action of every kind, character and nature, whether in law or in equity (including, without limitation, attorneys' fees and investigation, litigation and court costs) arising by reason of such breach, fault, negligence or strict liability in connection with the matters covered by this Agreement.

ii. It is an express condition of this Agreement that, to the extent caused by the breach of this Agreement, fault, negligence or strict liability, either by commission or omission, of Manager, Danaher or their officers, directors, employees or agents occurring under or in connection with the performance or non-performance of the terms and conditions contained in this Agreement (including, without limitation, the use, operation and/or flight of the Aircraft), Manager and Danaher will fully defend, indemnify, save and hold harmless Owner, Steven M. Rales, Owner's members, subsidiaries and related companies, directors, officers, agents and employees from and against any and all losses, claims, suits, damages, liabilities and causes of action of every kind, character and nature, whether in law or in equity (including, without limitation, attorneys' fees and investigation, litigation and court costs) arising by reason of such breach, fault, negligence or strict liability in connection with the matters covered by this Agreement.

iii. In the event that Section 15.A.i and 15.A.ii both apply to to any individual incident, or set of incidents, giving rise to an obligation to indemnify, then the indemnity obligations shall be apportioned according to the respective fault of each indemnitor and any person(s) for which any indemnitor may be liable.

B. *LIMITATION ON INDEMNITY.* THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY IN THIS AGREEMENT. OWNER AND MANAGER AGREE THAT ANY RESPONSIBILITY FOR EITHER PARTY TO INDEMNIFY ANY PERSON(S) PURSUANT TO THIS AGREEMENT SHALL BE STRICTLY LIMITED TO THE AVAILABLE INSURANCE PROCEEDS.

C. *Waiver*. Neither Owner nor Manager shall be liable to one another for any punitive, exemplary, consequential or incidental damages, including, without limitation, any damages for diminution of market value, loss of use of the Aircraft and/or loss of profits.

D. *Continuing Obligation*. The provisions of this Section 15 shall survive the termination or expiration of this Agreement.

16. **Representations and Warranties**. Each party represents, warrants, and covenants that:

i. it is a corporation or limited liability company, duly organized and existing in good standing under the laws of the state in which it is organized with the necessary power and qualifications to perform this Agreement;

ii. that this Agreement has been duly authorized by all necessary action on the part of the party and will not contravene or breach any legal, organizational, or contractual regulation binding on such party;

iii. it is, and for the Term will be, a citizen of the United States as described in 49 U.S.C. §40102(a)(15);

iv. it agrees that it will do nothing to impair the registration of the Aircraft in the United States throughout the Term;

v. it shall not utilize or cause the Aircraft to be utilized for any illegal purpose or for compensation or hire, except as permitted under FAR Part 91;

vi. it shall not operate or cause the Aircraft to be operated unless appropriate insurance coverage as required by this Agreement, is in effect; and

vii. this Agreement constitutes valid, binding, and enforceable obligations of each party and is enforceable in accordance with its terms.

17. **Miscellaneous**.

A. *Entire Agreement*. This Agreement constitutes the entire agreement among the parties; it supersedes any prior agreement or understandings among them, oral or written, all of which are hereby canceled.

B. *Notices*. Any notice, request or other communication to any party by any other party hereunder shall be conveyed in writing and shall be deemed given on the earlier of the date (i) personally delivered with receipt acknowledged, or (ii) telecopied at the time of transmission, or (iii) three (3) days after mailed by certified mail, return receipt requested, postage paid and addressed to the party at the address set forth below. The address of a party to which notices or copies of notice are to be given may be changed from time to time by such party by written notice to the other parties.

To: Owner
Joust Capital III, LLC
c/o FJ900, Inc.
23411 Autopilot Drive
Suite 217
Dulles, Virginia 20166
Attention: Michael G. Ryan

To: Manager
FJ900, Inc.
23411 Autopilot Drive
Suite 217
Dulles, Virginia 20166
Attention: Philip S. Teigland

C. *No Partnership or Joint Venture*. It is not the purpose or intention of this Agreement to create, and this Agreement shall not be considered as creating, a joint venture, partnership, or other relationship whereby any party shall be held liable for the omissions or commissions of any other party. No partnership, legal person, association, or jural entities are intended or hereby created by the parties.

D. *Successors and Assigns*. The rights and obligations of the parties hereunder shall inure to the benefit of, and be binding and enforceable upon, the respective successors, assigns and permitted transferees of the parties.

E. *Governing Law*. The laws of the State of Delaware (excluding the conflicts of laws rules thereof) shall govern the validity of this Agreement, the construction of its terms and interpretation of the rights and duties of the parties.

F. *Severability of Provisions*. If any one or more of the provisions of this Agreement shall be held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired and the invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable provision, which being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision. To the extent permitted by applicable law, the parties hereby waive any provision of law which renders any provision of this Agreement prohibited or unenforceable in any respect.

G. *Headings*. Headings and captions used herein are inserted for reference purposes only and shall not affect the interpretation or construction of this Agreement.

H. *Further Assurances*. Each party hereto shall execute and deliver all such further instruments and documents as may reasonably be requested by the other parties in order to fully carry out the intent and accomplish the purposes of this Agreement.

I. *No Liability of Shareholders/Members*. Each party agrees that it will not hold any shareholder, member, officer, director or employee of the other personally liable for the obligations of such other party under this Agreement.

J. *Counterparts*. This Agreement may be executed in counterparts which shall, singly or in the aggregate, constitute a fully executed and binding agreement.

18. **Termination**. Any party may terminate this Agreement by providing the other parties thirty (30) days prior written notice of its intent to terminate this Agreement.

A. *Manager's Obligations*. Upon termination of this Agreement, Manager agrees to provide Owner with the following:

i. an accounting of all outstanding charges or costs relating to the operation and maintenance of the Aircraft;

ii. all records relating to use, operation, maintenance, storage, and supervision of the Aircraft;

iii. return of the Aircraft; and

iv. all necessary action with respect to notifying the FAA and insurance companies that Manager is no longer managing the Aircraft, as applicable.

B. *Owner's Obligations*. Upon termination of this Agreement, Owner agrees to pay all outstanding charges or costs owed hereunder.

19. **Dispute Resolution**. If any claim, controversy or dispute arises among the parties hereto (a "Dispute") and such Dispute cannot be settled through negotiation, the parties shall attempt to settle the Dispute through nonbinding mediation under the then current Commercial Mediation Rules of the American Arbitration Association ("AAA"). If the parties cannot settle the matter through mediation, then any Dispute shall be resolved by arbitration as provided in this paragraph. A single arbitrator shall conduct the arbitration under the AAA Rules. The arbitration shall be conducted at a location mutually agreed upon by the parties or, in the absence of such agreement, at a location selected in accordance with the AAA Rules, and all expedited procedures prescribed by the AAA Rules shall apply. Any party may request from the arbitrator injunctive relief to maintain the *status quo* until such time as the arbitration award is rendered or the Dispute is otherwise resolved. The arbitrator shall not have authority to award punitive damages. Each party shall bear its own costs and attorneys' fees, and the parties shall share equally the fees and expenses of the arbitrator. The arbitrator's decision and award shall be final and binding, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. If any party files a judicial or administrative action asserting claims subject to arbitration, as prescribed herein, and the other party successfully stays such action and/or compels arbitration of said claims, the party filing said action shall pay the other party's costs and expenses incurred in seeking such stay and/or compelling arbitration, including, without limitation, reasonable attorneys' fees.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused the signatures of their authorized representatives to be affixed below to be effective on the day and year first above written.

JOUST CAPITAL III, LLC

By: /s/ Michael G. Ryan

Name: Michael G. Ryan

Title: Vice President

FJ900, INC.

By: /s/ Philip S. Teigland

Name: Philip S. Teigland

Title: President

SCHEDULE A

Aircraft Owned by Owner

Airplane Make and Model:	Bombardier Global Express XRS (BD-700-1A10)
Manufacturing Serial Number:	9378
FAA Registration Number:	N211PB

including all components and accessories appurtenant to, installed in, or attached to, the airframe, of such aircraft, including the avionics and engines, together with all loose equipment associated therewith and all available manuals, maintenance records, and airframe and engine log books.

SCHEDULE B

The following sets forth the specific, fixed expenses to be shared by Owner and the other Participating Aircraft Operators on an initial basis. At any time and from time to time during the Term, the parties and the other Participating Aircraft Operators may mutually agree to share certain fixed expenses on a basis to be agreed upon by the parties, or may mutually agree to discontinue or modify any of the fixed expense sharing arrangements set forth below.

1. Owner and each of the other Participating Aircraft Operators shall share the fixed expenses related to the compensation and benefits for the pilots, cabin attendants and maintenance personnel and Manager's staff, as well as training costs and other associated fixed costs for such flight crews, including office supplies, telephones, mobile phones and internet charges (the "Shared Expenses"). Such Shared Expenses shall be pro rated each calendar year among Owner and each of the other Participating Aircraft Operators based on the total number of flight hours logged by each entity's respective aircraft for such calendar year. The Manager, in consultation with Owner and the other Participating Aircraft Operators, at the beginning of each calendar year, shall estimate the total Shared Expenses expected to be paid to the flight crew for the calendar year and shall pro rate such Shared Expenses among the parties on a preliminary basis based on the total number of flight hours logged by each party's respective aircraft for the prior calendar year. At the beginning of each calendar quarter Owner and each of the other Participating Aircraft Operators shall pay to the Manager an amount estimated to be one-quarter of such party's total portion of such Shared Expenses for the year. Following the close of the calendar year, the Manager shall determine the actual amount of Shared Expenses for the calendar year, as well as the actual, total number of flight hours logged by Owner for the calendar year and Owner shall pay the Manager such additional amounts, or the Manager shall refund to Owner such amounts, as appropriate, such that Owner shall bear only its actual pro rata share of the Shared Expenses for the calendar year.

2. Owner shall pay directly the rental fees allocated to its aircraft, pursuant to the terms of the lease agreement covering hangar, office, garage and common space.

Exhibit 10.28

LIMITED LIABILITY COMPANY
INTEREST PURCHASE AGREEMENT

THIS LIMITED LIABILITY COMPANY INTEREST PURCHASE AGREEMENT (this "Agreement") is made and entered into as of this 23rd day of February, 2012 by and among FJ900, Inc., a corporation organized and existing under the laws of the State of Delaware with its principal place of business at 2200 Pennsylvania Avenue, NW, Suite 800W, Washington, DC 20037 ("Buyer"), Steven M. Rales, an individual ("Mr. Steven Rales"), and Joust Group, L.L.C., a limited liability company organized and existing under the laws of the State of Maryland with its principal place of business at 2200 Pennsylvania Avenue, NW, Suite 800W, Washington, DC 20037 ("Joust Group"). Buyer, Mr. Steven Rales and Joust Group are referred to, individually, as a "Party" and, collectively, as the "Parties".

WHEREAS, Mr. Steven Rales is a member of, and the legal and beneficial owner of a 99% limited liability company interest (the "Steven Rales Interest") in, Joust Capital, LLC, a limited liability company organized and existing under the laws of the State of Maryland (the "Company");

WHEREAS, Joust Group is also a member of, and the legal and beneficial owner of a 1% limited liability company interest (the "Joust Group Interest" and, together with the Steven Rales Interest, the "Interests") in the Company;

WHEREAS, the Company owns and operates the Aircraft (as defined below);

WHEREAS, Mr. Steven Rales and Joust Group (individually, a "Seller", and, collectively, the "Sellers") wish to sell to Buyer, and Buyer wishes to purchase from the Sellers, the Interests, comprising all of the outstanding limited liability company interests in the Company; and

WHEREAS, the Parties wish to enter into this Agreement setting out the terms and conditions for the sale by the Sellers, and the purchase by Buyer, of the Interests.

NOW, THEREFORE, for and in consideration of the foregoing, and the representations, warranties and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I
SALE AND PURCHASE OF INTERESTS

Section 1.1. Sale and Purchase. Subject to the terms and conditions set forth herein, at the Closing (as defined below), the Sellers shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase, acquire, accept and receive from the Sellers, all of the Seller's right, title and interest in, under and to the Interests, free and clear of all liens, encumbrances, security interests, charges, mortgages, indentures, pledges, options, rights of other Persons (as defined below), voting trusts, restrictions and claims of any kind (collectively, "Liens").

Section 1.2. Purchase Price. The total purchase price for the Interests shall be the sum of Thirteen Million Five Hundred Thousand United States Dollars ("USD") (USD$13,500,000) (the "Total Purchase Price") payable at the Closing as follows:

(a) The amount of Thirteen Million Three Hundred Sixty-Five Thousand USD (USD$13,365,000) equal to 99% of the Total Purchase Price shall be paid to Mr. Steven Rales, by wire transfer of immediately available funds, to such account as Mr. Steven Rales shall have designated in writing prior to the Closing; and

(b) The amount of One Hundred Thirty-Five Thousand USD (USD$135,000) equal to 1% of the Total Purchase Price shall be paid to Joust Group, by wire transfer of immediately available funds, to such account as Joust Group shall have designated in writing prior to the Closing.

ARTICLE II
THE CLOSING

Section 2.1. Closing. Subject to the satisfaction or waiver of each of the conditions set forth herein, the consummation of the transaction contemplated by this Agreement (the "Closing") shall take place at 11:00 a.m., Washington, D.C. time, on February 23, 2012 or at such other time and on such other date as may be mutually agreed upon by the Parties (the "Closing Date").

Section 2.2. Deliveries by Sellers. At the Closing, the Sellers shall deliver to Buyer the following documents or instruments, in form and substance reasonably satisfactory to Buyer:

(a) a counterpart of the Assignment and Assumption of Limited Liability Company Interest, substantially in the form attached hereto as Exhibit A, duly executed by Mr. Steven Rales in respect of the Steven Rales Interest (the "Steven Rales Interest Assignment");

(b) a counterpart of the Assignment and Assumption of Limited Liability Company Interest, substantially in the form attached hereto as Exhibit A, duly executed by Joust Group in respect of the Joust Group Interest (the "Joust Group Interest Assignment" and, together with the Steven Rales Interest Assignment, the "Interest Assignments");

(c) a true and correct copy of the unanimous written consent of the members of Joust Group, authorizing the execution and delivery of this Agreement and the other Seller Documents (as defined below) to which Joust Group is a party and the consummation by Joust Group of the transaction contemplated hereby;

(d) the resignation of the Manager of the Company, duly executed by the Company's Manager;

(e) a certificate from the Sellers, substantially in the form attached hereto as Exhibit B, dated as of the Closing Date and duly executed by the Sellers, certifying as to the matters specified therein; and

(f) such further documents (including, without limitation, instruments of assignment, conveyance, transfer or confirmation) as may be reasonably necessary for (i) the Sellers to convey and transfer to Buyer, and Buyer to acquire and accept from the Sellers, the Interests, free and clear of all Liens, and (ii) Buyer to become a member of the Company, or as may be otherwise reasonably requested by Buyer.

Section 2.3. Deliveries by Buyer. At the Closing, Buyer shall pay the Total Purchase Price as provided in Section 1.2 hereof and deliver to the Sellers the following documents or instruments, in form and substance reasonably satisfactory to the Sellers:

(a) a counterpart of each of the Interest Assignments, duly executed by Buyer;

(b) a true and correct copy of the resolutions of the Board of Directors of Buyer, authorizing the execution and delivery of this Agreement and the other Buyer Documents (as defined below) and the consummation by Buyer of the transaction contemplated hereby;

(c) a certificate from Buyer, substantially in the form attached hereto as Exhibit C, dated as of the Closing Date and duly executed by Buyer, certifying as to the matters specified therein; and

(d) such further documents (including, without limitation, instruments of assumption, acquisition, acceptance or confirmation) as may be reasonably necessary for (i) the Sellers to convey and transfer to Buyer, and Buyer to acquire and accept from the Sellers, the Interests, free and clear of all Liens, and (ii) Buyer to become a member of the Company, or as may be otherwise reasonably requested by the Sellers.

ARTICLE III
REPRESENTATIONS AND WARRANTIES

Section 3.1. Representations and Warranties of Sellers. Each Seller represents and warrants to Buyer, as of the date hereof and as of the Closing Date, as follows:

(a) Joust Group is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Maryland. Joust Group has the requisite limited liability company power and authority to carry on the business in which it is engaged, to own its assets, to execute, deliver and perform its obligations under this Agreement and the Seller Documents, and to consummate the transaction contemplated hereby.

(b) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Maryland. The Company has the requisite limited liability company power and authority to carry on the business in which it is engaged and to own its assets, including, without limitation, the Aircraft.

(c) The execution and delivery by such Seller of, and the performance by such Seller of its obligations under, this Agreement and any other agreements, statements, certificates, instruments or other documents to be executed and delivered by the Sellers at the Closing pursuant to this Agreement (collectively, the "Seller Documents") and the consummation by such Seller of the transaction contemplated hereby (i) have been or will be duly authorized and approved by all necessary action of such Seller, (ii) do not and will not require any further or additional consent, approval or authorization of such Seller, (iii) do not and will not violate, contravene or conflict with the Articles of Organization or Operating Agreement of Joust Group or the Company or any law, regulation, judgment, order or decree to which such Seller or the Company or any of such Seller's or the Company's assets are subject, (iv) do not and will not require the consent, approval, waiver, clearance, permit, license or authorization of, by or from, any filing with, or any notice to, any Person (beyond that which has already been obtained), (v) do not and will not result in a breach of, or constitute a default under, any contract, instrument, commitment or arrangement to which such Seller or the Company is a party, by which such Seller or the Company is bound or to which any of such Seller's or the Company's assets are subject, and (vi) do not and will not result in the imposition of a Lien on any of such Seller's or the Company's assets.

(d) This Agreement constitutes and each of the other Seller Documents will constitute the legal, valid and binding agreement of such Seller enforceable against such Seller in accordance with its terms, except as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally or by general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

(e) To the best of such Seller's knowledge, there are no actions, suits, proceedings, claims or demands of any kind, pending or threatened (collectively, "Claims"), against or affecting such Seller or the Company that restrain or prohibit (or seek to restrain or prohibit) the consummation by such Seller of the transaction contemplated hereby.

(f) Mr. Steven Rales (i) is the sole record holder and beneficial owner of the Steven Rales Interest, free and clear of all Liens, (ii) has good and marketable title to the Steven Rales Interest, (iii) has the full right, title, power and authority to validly sell, assign, transfer and convey the Steven Rales Interest to Buyer, and (iv) has not entered into any agreement to sell, hypothecate or otherwise dispose of the Steven Rales Interest to any other Person.

(g) Joust Group (i) is the sole record holder and beneficial owner of the Joust Group Interest, free and clear of all Liens, (ii) has good and marketable title to the Joust Group Interest, (iii) has the full right, title, power and authority to validly sell, assign, transfer and convey the Joust Group Interest to Buyer, and (iv) has not entered into any agreement to sell, hypothecate or otherwise dispose of the Joust Group Interest to any other Person.

(h) The Company is the sole registered, legal and beneficial owner of, and has good and marketable title to, that certain Dassault Falcon 900B aircraft bearing Manufacturer's Serial Number 176 and FAA Registration Number N909PM (the "Airframe"), together with (A) three (3) Garrett Model TFE731-5BR-1C engines bearing Manufacturer's Serial Numbers P101343, P101346 and P101344 installed thereon (collectively, the "Engines"), (B) all components, accessories, avionics, appliances, furnishings, software, appurtenances, parts, loose equipment, and other equipment or property installed thereon, incorporated therein, attached thereto or temporarily removed therefrom to which the Company has title (collectively, the "Parts"), (C) all maintenance, flight and technical logs, records, manuals, checklists, catalogs, diagrams, minimum equipment lists, and other records and data related to the Airframe, the Engines and/or the Parts which are in the Company's possession or control (collectively, the "Aircraft Records"), and (D) all warranties (express or implied), service policies or product agreements with or from manufacturers, service providers or suppliers which are still in effect with respect to the Airframe, the Engines and/or the Parts (all of the foregoing being referred to, collectively, as the "Aircraft").

(i) There are no Liens on or with respect to the Aircraft.

(j) The Company is not a party to, or otherwise bound by, any agreement currently in effect, including, without limitation, with respect to the Aircraft, except for (i) the Falcon 900B Aircraft Purchase Agreement Number 900-98-03061 dated May 29, 1998 by and between the Company and Dassault Falcon Jet Corp., (ii) the Management Agreement dated as of July 22, 2011 (the "Management Agreement") by and among the Company, Joust Capital III, LLC and Buyer, and (iii) the Interchange Agreements each dated as of July 22, 2011 by and between the Company, on the one hand, and each of Joust Capital II, LLC and Danaher Corporation, on the other hand (collectively, the "Existing Agreements"). Each of the Existing Agreements is in full force and effect, and the Company is not in breach or default of any of its obligations under any of the Existing Agreements.

(k) Each of the Sellers is a party to the Amended and Restated Operating Agreement of the Company, dated as of February 27, 2007 (the "Company's Operating Agreement"). The Company's Operating Agreement is in full force and effect and has not been amended, modified or terminated since February 27, 2007. Neither of the Sellers is a party to any other agreement currently in effect relating to the operation or management of the Company or the member's rights and obligations with respect to the Company.

(l) Mr. Steven Rales, in his capacity as Manager of the Company, consents to the sale of the Steven Rales Interest and the Joust Group Interest as contemplated by this Agreement, pursuant to Section 5.1.A. of the Company's Operating Agreement.

(m) Each of the Sellers consents to Buyer becoming a member of the Company at the Closing.

(n) Since its formation, the Company has not engaged in or operated any business or otherwise engaged in or undertaken any activities except for the acquisition, ownership, management and operation of the Aircraft, the entry into agreements in connection therewith that are no longer in force or effect, and the entry into the Existing Agreements.

(o) Since its formation, the Company has been and is currently in compliance with all applicable laws and regulations, including, without limitation, all laws and regulations relating to the ownership, management and operation of the Aircraft.

(p) The Company has no obligations or liabilities except for its obligations and liabilities under the Existing Agreements.

(q) The Company maintains the following insurance coverage with respect to the Aircraft in compliance with Section 13 of the Management Agreement:

(i) all-risk hull insurance against any loss, theft or damage to the Aircraft (including, without limitation, extended coverage with respect to any Engine or Parts while removed from the Aircraft); and

(ii) comprehensive aviation liability insurance (including, without limitation, aircraft passenger and property damage coverage) in an amount equal to Five Hundred Million Dollars ($500,000,000) single limit liability coverage, which names Buyer and Danaher Corporation and their respective subsidiaries and related companies, directors, officers, agents and employees as additional insureds (collectively, the "Additional Insureds").

Section 3.2. Representations and Warranties of Buyer. Buyer represents and warrants to the Sellers, as of the date hereof and as of the Closing Date, as follows:

(a) Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Buyer has the requisite corporate power and authority to carry on the business in which it is engaged, to own its assets, to execute, deliver and perform its obligations under this Agreement and the Buyer Documents, and to consummate the transaction contemplated hereby.

(b) The execution and delivery by Buyer of, and the performance by Buyer of its obligations under, this Agreement and any other agreements, statements, certificates, instruments or other documents to be executed and delivered by Buyer at the Closing pursuant to this Agreement (collectively, the "Buyer Documents") and the consummation by Buyer of the transaction contemplated hereby (i) have been or will be duly authorized and approved by all necessary action of Buyer, (ii) do not and will not require any further or additional consent, approval or authorization of Buyer, (iii) do not and will not violate, contravene or conflict with the Certificate of Incorporation or Bylaws of Buyer or any law, regulation, judgment, order or decree to which Buyer or any of its assets are subject, (iv) do not and will not require the consent, approval, waiver, clearance, permit, license or authorization of, by or from, any filing with, or any notice to, any Person (beyond that which has already been obtained), (v) do not and will not result in a breach of, or constitute a default under, any contract, instrument, commitment or arrangement to which Buyer is a party, by which Buyer is bound or to which any of Buyer's assets are subject, and (vi) do not and will not result in the imposition of a Lien on any of Buyer's assets.

(c) This Agreement constitutes and each of the other Buyer Documents will constitute the legal, valid and binding agreement of Buyer enforceable against Buyer in accordance with its terms, except as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally or by general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

(d) To the best of Buyer's knowledge, there are no Claims against or affecting Buyer that restrain or prohibit (or seek to restrain or prohibit) the consummation by Buyer of the transaction contemplated hereby.

ARTICLE IV
COVENANTS

Section 4.1. Pre-Closing Covenants of Sellers. Prior to the Closing, each of the Sellers (including, in the case of Mr. Steven Rales, in his capacity as Manager of the Company) shall perform or comply with the following covenants:

(a) The Sellers shall deliver to Buyer (i) a copy of the Articles of Organization of the Company, certified by the Secretary of State of the State of Maryland, (ii) a true and correct copy of the Company's Operating Agreement, (iii) a certificate from the Secretary of State of the State of Maryland, certifying as to the existence and good standing of the Company, and (iv) a true and correct copy of each of the Existing Agreements.

(b) Neither of the Sellers may cause or permit the Company to enter into any agreement or amend, modify or terminate any of the Existing Agreements, without the prior written consent of Buyer.

(c) Neither of the Sellers may, or may cause or permit the Company to, amend, modify or terminate the Company's Operating Agreement without the prior written consent of Buyer.

(d) Each Seller shall refrain from, directly or indirectly, asserting, commencing or instituting, or causing to be asserted, commenced or instituted, any Claim before any Governmental Authority, or taking any other action whatsoever to attempt to invalidate, void or otherwise challenge the validity or enforceability of all or any part of this Agreement.

(e) Each Seller shall use all commercially reasonable efforts to fulfill and perform all conditions and obligations to be fulfilled and performed by it under this Agreement at the earliest practicable time, and to cause the transaction contemplated by this Agreement to be consummated in accordance herewith.

(f) Each Seller shall cause the Company to be managed and operated in the ordinary course of business and consistent with past practices, and shall not cause, permit or consent to any action that is inconsistent therewith without the prior written consent of Buyer.

(g) Neither of the Sellers may cause or permit the Company to incur any additional obligations or liabilities (beyond its obligations and liabilities under the Existing Agreements) without the prior written consent of Buyer.

(h) Neither of the Sellers may cause or permit the Company to (i) sell, lease, hypothecate or otherwise dispose of the Aircraft or any part thereof, (ii) enter into any agreement providing therefor, or (iii) impose or allow to be imposed any Lien on the Aircraft without the prior written consent of Buyer.

(i) Each Seller shall cause the Company to maintain the insurance coverage specified in Section 3.1(q) hereof in compliance with Section 13 of the Management Agreement, including, without, limitation, with respect to naming the Additional Insureds as additional insureds on the liability insurance policy for the Aircraft, and shall not cause, permit or consent to any action that is inconsistent therewith without the prior written consent of Buyer.

Section 4.2. Pre-Closing Covenants of Buyer. Prior to the Closing, Buyer shall perform or comply with the following covenants:

(a) Buyer shall refrain from, directly or indirectly, asserting, commencing or instituting, or causing to be asserted, commenced or instituted, any Claim before any Governmental Authority, or taking any other action whatsoever to attempt to invalidate, void or otherwise challenge the validity or enforceability of all or any part of this Agreement.

(b) Buyer shall use all commercially reasonable efforts to fulfill and perform all conditions and obligations to be fulfilled and performed by it under this Agreement at the earliest practicable time, and to cause the transaction contemplated by this Agreement to be consummated in accordance herewith.

Section 4.3. Pre-Closing Joint Covenants. Prior to the Closing, each of the Sellers and Buyer shall use its commercially reasonable efforts to cooperate with one another in taking any actions necessary or advisable to effect the consummation of the transaction contemplated by this Agreement.

Section 4.4. Membership in Company. Each of the Sellers (including, in the case of Mr. Steven Rales, in his capacity as Manager of the Company) hereby (a) consents to Buyer being admitted as and becoming a member of the Company at the Closing and (b) acknowledges and agrees that, at the Closing, such Seller shall cease (i) to be a member of the Company and (ii) to have the power to exercise any right, power or remedy as a member of the Company.

ARTICLE V
CONDITIONS TO CLOSING

Section 5.1. Conditions Precedent to Obligations of Sellers. The obligation of the Sellers to sell and transfer the Interests and to consummate the transaction contemplated by this Agreement shall be subject to the satisfaction, at or prior to the Closing, of all of the conditions precedent set forth in this Section 5.1. Sellers may waive any or all of these conditions, in whole or in part, without prior notice, in its sole and absolute discretion.

(a) All representations and warranties of Buyer contained in this Agreement or in any of the Buyer Documents shall be true and correct in all material respects as of the date hereof or thereof and as of the Closing Date;

(b) Buyer shall have performed and complied with, in all material respects, all covenants, obligations and conditions required by this Agreement to be performed or complied with by Buyer prior to or on the Closing Date;

(c) No injunction, order or decree of any Governmental Authority shall be in effect which restrains or prohibits the consummation of the transaction contemplated by this Agreement at the Closing;

(d) The Sellers shall have received the documents required to be delivered by Buyer pursuant to Section 2.3 hereof;

(e) The form and substance of all Buyer Documents shall be reasonably satisfactory to the Sellers; and

(f) Buyer shall have paid the Total Purchase Price to the Sellers in accordance with Section 1.2 hereof.

Section 5.2. Conditions Precedent to Obligations of Buyer. The obligation of Buyer to purchase the Interests and to consummate the transaction contemplated by this Agreement shall be subject to the satisfaction, at or prior to the Closing, of all of the conditions precedent set forth in this Section 5.2. Buyer may waive any or all of these conditions, in whole or in part, without prior notice, in its sole and absolute discretion.

(a) All representations and warranties of the Sellers contained in this Agreement or in any of the Seller Documents shall be true and correct in all material respects as of the date hereof or thereof and as of the Closing Date;

(b) The Sellers shall have performed and complied with, in all material respects, all covenants, obligations and conditions required by this Agreement to be performed or complied with by the Sellers prior to or on the Closing Date;

(c) No injunction, order or decree of any Governmental Authority shall be in effect which restrains or prohibits the consummation of the transaction contemplated by this Agreement at the Closing;

(d) Buyer shall have received the documents required to be delivered by the Sellers pursuant to Section 2.2 hereof;

(e) The form and substance of all Seller Documents shall be reasonably satisfactory to Buyer; and

(f) The Sellers shall have conveyed the Interests to Buyer in accordance with this Agreement.

ARTICLE VI
SURVIVAL; DISCLAIMER; INDEMNIFICATION

Section 6.1. Survival of Provisions; Cure Rights.

(a) All representations and warranties of Buyer and the Sellers contained in this Agreement or in any Buyer Documents or Seller Documents shall survive the Closing for a period of one (1) year, except that the representations and warranties of each Seller set forth in Sections 3.1(f) through (q) inclusive shall survive until the fourth (4^{th}) anniversary of the Closing Date. Any claim for indemnification hereunder for a breach of a representation or warranty may not be brought after the expiration of such applicable period. Any claim for indemnification in respect of a covenant or obligation of Buyer or the Sellers hereunder to be performed prior to the Closing may not be made after a one year period following the Closing Date. The covenants and obligations under this Agreement to be performed after the Closing shall survive the Closing until fully performed.

(b) For all purposes under this Agreement, the existence or occurrence of any event or circumstance that constitutes or causes a breach of a representation or warranty of the Sellers or Buyer under this Agreement on the date such representation or warranty is made shall be deemed not to constitute a breach of such representation or warranty if such event or circumstance is cured in all material respects on or before the expiration of twenty (20) days from the receipt by such Party of written notice thereof from the other Party.

Section 6.2. Disclaimers and Waivers.

(a) Except for the representations and warranties specifically set forth in Section 3.1 hereof, (i) the Interests are being conveyed by the Sellers to Buyer at the Closing without any representation or warranty, and all other representations and warranties of any kind, either express or implied, written or oral, are hereby expressly disclaimed, and (ii) the Sellers make no representation or warranty of any kind with respect to the Aircraft which is being conveyed as part of the assets of the Company at the Closing on an "AS IS, WHERE IS" basis, with all faults, limitations and defects, regardless of cause.

(b) WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER OF THE SELLERS MAKES ANY, AND HEREBY DISCLAIMS ANY AND ALL, REPRESENTATIONS, WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING BY LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY (i) AS TO THE CONDITION, OPERABILITY, AIRWORTHINESS, OR MARKET VALUE OF THE AIRCRAFT, (ii) AS TO THE MERCHANTABILITY, FITNESS OR DESIGN OF, OR THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN, THE AIRCRAFT, (iii) AS TO THE ABSENCE OF PATENT INFRINGEMENT OR THE LIKE WITH RESPECT TO THE AIRCRAFT OR ANY PART THEREOF, OR (iv) ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

(c) NEITHER OF THE SELLERS SHALL HAVE ANY RESPONSIBILITY OR LIABILITY TO BUYER OR ANY OTHER PERSON, WHETHER ARISING IN CONTRACT OR TORT, OUT OF ANY NEGLIGENCE OR STRICT LIABILITY OR OTHERWISE FOR (i) ANY LIABILITY, LOSS OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY THE AIRCRAFT OR ANY PART THEREOF (OR BY ANY INADEQUACY THEREOF OR DEFICIENCY OR DEFECT THEREIN), (ii) THE USE, OPERATION OR PERFORMANCE OF THE AIRCRAFT OR ANY RISKS RELATING THERETO, OR (iii) THE SERVICING, MAINTENANCE, REPAIR, OR MODIFICATION OF THE AIRCRAFT.

(d) EACH OF THE SELLERS AND BUYER AGREES THAT IT SHALL NOT BE ENTITLED TO RECOVER, AND HEREBY DISCLAIMS AND WAIVES ANY RIGHT THAT IT MAY OTHERWISE HAVE TO RECOVER, LOST PROFITS OR REVENUES, LOSS OF USE OR GOODWILL OR SPECIAL, CONSEQUENTIAL, INCIDENTAL, RESULTANT, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES AS A RESULT OF ANY BREACH OR ALLEGED BREACH BY THE OTHER PARTY OF THIS AGREEMENT OR ANY OTHER MATTER RELATING TO THIS AGREEMENT OR THE TRANSACTION CONTEMPLATED HEREBY.

(e) Each of the Sellers hereby waives, effective at the Closing, any and all Claims under or with respect to the Company's Operating Agreement, including, without limitation, any Claims for breach thereof, or with respect to the operation or management of the Company.

Section 6.3. Indemnity.

(a) Subject to the limitations set forth in this Article VI, each of the Sellers shall indemnify, defend and hold harmless Buyer and its Affiliates and their respective shareholders, members, partners, directors, officers, managers, employees, agents and representatives (individually a "Buyer Indemnified Party" and, collectively, the "Buyer Indemnified Parties") from and against any and all actions, suits, proceedings, hearings, investigations, charges, complaints, claims, demands, injunctions, judgments, orders, decrees, rulings, damages, liabilities, penalties, fines, amounts paid in settlement, obligations, losses, costs, expenses and fees, including, without limitation, court costs and reasonable attorneys' fees and expenses (collectively "Losses") arising out of, resulting from, or in connection with any breach of any representation, warranty, covenant or obligation made by such Seller in this Agreement or in any Seller Documents or in connection with the transaction contemplated by this Agreement.

(b) Subject to the limitations set forth in this Article VI, Buyer shall indemnify, defend and hold harmless each of the Sellers and their Affiliates and their respective shareholders, members, partners, directors, officers, managers, employees, agents and representatives (individually a "Seller Indemnified Party" and, collectively, the "Seller Indemnified Parties") from and against any and all Losses arising out of, resulting from, or in connection with any breach of any representation, warranty, covenant or obligation made by Buyer in this Agreement or in any Buyer Documents or in connection with the transaction contemplated by this Agreement.

(c) A Party seeking indemnification pursuant to this Section 6.3 (an "Indemnified Party") shall give written notice to the Party from whom such indemnification is sought (the "Indemnifying Party") of the assertion or commencement of any Claim, in respect of which indemnity may be sought pursuant to this Section 6.3 and shall give the Indemnifying Party such information with respect thereto as the Indemnifying Party may reasonably request, but failure to give such notice shall not relieve the Indemnifying Party of any liability hereunder (except to the extent that the Indemnifying Party may have suffered actual prejudice thereby). Any survival period limitation specified in Section 6.1 hereof shall not apply to a Claim which has been the subject of notice from the Indemnified Party to the Indemnifying Party given prior to the expiration of such period. The Indemnified Party shall have the burden of proof in establishing the amount of its Losses.

(d) In the event of the initiation of any action, suit or proceeding against the Indemnified Party by a Person other than the Parties, the Indemnifying Party shall have the sole and absolute right after the receipt of notice, at its option and at its own expense, to be represented by counsel of its choice and to control, defend against, negotiate, settle or otherwise deal with any Claim which relates to any Losses sought to be indemnified against hereunder; provided, however, that the Indemnified Party may participate in any such action, suit or proceeding with counsel of its choice and at its expense. The Parties agree to cooperate fully with each other in connection with the defense, negotiation or settlement of any such Claim. To the extent that the Indemnifying Party elects not to defend such Claim, and the Indemnified Party defends against or otherwise deals with any such Claim, the Indemnified Party may retain counsel, reasonably acceptable to the Indemnifying Party, and control the defense of such proceeding. Neither the Indemnifying Party nor the Indemnified Party may settle any Claim to the extent that such settlement obligates the other Party to pay money, to perform obligations or to admit liability without the consent of such other Party, such consent not to be unreasonably withheld.

Section 6.4. Limitations on Indemnification. Notwithstanding any provision in this Agreement to the contrary, after the Closing the indemnification provided in Section 6.3 hereof shall constitute the sole and exclusive remedy of a Party for the matters described in Section 6.3 and such Party waives all other remedies on account of such matters. The indemnification obligation under Section 6.3 hereof shall cover all Losses with respect to any and all of the specific matters set forth in Section 6.3, except that an Indemnifying Party shall not, except in cases of fraud, or willful or intentional misrepresentation, be liable for any damages that do not arise directly from the Indemnifying Party's breach and shall not be liable for any damages suffered or incurred by an Indemnified Party in enforcing this indemnity (including, without limitation, costs of investigation, attorneys' fees, etc.) if it is finally determined that the Indemnified Party is not entitled to indemnification under this Article VI.

ARTICLE VII
TERMINATION

Section 7.1. Right of Termination. Neither of the Sellers nor Buyer shall have the right to terminate this Agreement except as expressly provided below:

(a) Either Party may terminate this Agreement, provided that such Party is not then in material breach of any of its representations, warranties, covenants or obligations set forth herein, by giving written notice to the other Party at any time prior to the Closing in the event that such other Party is in material breach of any of its representations, warranties, covenants or obligations set forth herein and such breach remains uncured for a period of twenty (20) days after notice of breach is received by the breaching Party from the Party terminating this Agreement.

(b) The Parties may terminate this Agreement by mutual written consent at any time prior to the Closing.

Section 7.2. Sole and Exclusive Remedy. Notwithstanding any provision in this Agreement to the contrary, and for the avoidance of doubt, the exercise by any Party of any right of termination under this Article VII shall constitute the sole and exclusive remedy of such Party for the matters giving rise to such right of termination and such Party waives all other remedies on account of such matters.

Section 7.3. Survival Following Termination. Notwithstanding anything to the contrary contained herein, the provisions of Articles VI through VIII, inclusive, shall survive the termination of this Agreement.

ARTICLE VIII
MISCELLANEOUS

Section 8.1. Notices. All notices, requests, consents, demands and other communications required or permitted to be given under this Agreement (collectively, "Notices") shall be in writing, be in the English language and be sent by certified or registered mail (return receipt requested), reputable overnight courier service, hand or confirmed facsimile. Notices shall be deemed to have been properly given and made five (5) business days after having been sent by mail, two (2) business days after having been sent by courier service, and one (1) business day after having been sent by hand or facsimile, in each case in compliance with this Section 8.1. Notices shall be addressed to the intended recipient at its address set forth below or to such other address as the intended recipient designates in writing to the other Parties:

If to Mr. Steven Rales:

Steven M. Rales
2200 Pennsylvania Avenue, NW
Suite 800W
Washington, DC 20037
Facsimile:
Telephone:

If to Joust Group:

Joust Group, L.L.C.
2200 Pennsylvania Avenue, NW
Suite 800W
Washington, DC 20037
Facsimile:
Telephone:

If to Buyer:

FJ900, Inc.
c/o Danaher Corporation
2200 Pennsylvania Avenue, NW
Suite 800W
Washington, DC 20037
Facsimile:
Telephone:

With a copy to:

Mr. Philip S. Teigland
President
FJ900, Inc.
23411 Autopilot Drive
Suite 217
Dulles, VA 20166

Section 8.2. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its choice-of-law and conflicts-of-laws rules, except to the extent that the laws of the State of Maryland mandatorily apply.

Section 8.3. Arbitration. Each of the Parties agrees that any dispute, controversy or claim arising out of, or relating to, this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including, without limitation, the determination of the scope or applicability of this clause, shall be determined by arbitration in Washington, D.C. before one arbitrator. The arbitration shall be administered by Judicial Arbitration and Mediation Services, Inc. ("JAMS") pursuant to its Streamlined Arbitration Rules and Procedures. The expense of the arbitrator shall be borne equally between the Parties. Judgment on the arbitral award may be entered in any court having jurisdiction. This clause shall not preclude the Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

Section 8.4. Further Assurances. From time to time prior to, at, and after the Closing, each Party shall execute and deliver all such documents and instruments and take all such actions as the other Party, being advised by counsel, shall reasonably request for the purpose of carrying out and effectuating the intent and purpose of this Agreement and the transaction contemplated hereby, including, without limitation, the execution and delivery of any and all confirmatory and other instruments, in addition to those to be delivered at the Closing, and any and all actions which may reasonably be necessary to effect the transaction contemplated hereby.

Section 8.5. Attorneys' Fees; Expenses. Except as otherwise provided herein, each of the Sellers, on the one hand, and Buyer, on the other hand, shall be responsible for and pay (a) one-half (1/2) of the attorneys' fees and costs incurred in connection with the preparation, execution and delivery of this Agreement and the consummation of the transaction contemplated hereby, and (b) 100% of any other expenses it incurs individually in connection therewith.

Section 8.6. Severability. Any provision of this Agreement which is illegal, invalid or unenforceable in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction or the remaining provisions of this Agreement in any jurisdiction. If the final judgment of a court of competent jurisdiction declares that any provision of this Agreement is illegal, invalid or unenforceable, the Parties agree that such court shall have the power to modify such provision consistent with the intent of the Parties.

Section 8.7. Binding Nature; No Beneficiaries; Cumulative Rights. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any Person, other than the Parties and their respective successors and permitted assigns, any rights, remedies, benefits, obligations or liabilities under this Agreement, except as specifically provided in this Agreement or otherwise specifically agreed to in writing by the Parties. Except as otherwise expressly provided in this Agreement, the rights and remedies provided herein shall be cumulative and not exclusive of any other rights or remedies provided at law or in equity.

Section 8.8. Assignments. No Party may assign, transfer or delegate this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other Parties, which may be given or withheld in such other Party's sole and absolute discretion.

Section 8.9. Entire Agreement. This Agreement contains and constitutes the entire agreement of or among the Parties with respect to the subject matter of this Agreement, and supersedes all other prior or contemporaneous understandings, communications, commitments, undertakings, representations and agreements, oral or written, expressed or implied, of or among the Parties with respect to the subject matter of this Agreement.

Section 8.10. Amendments. This Agreement may not be amended, modified, discharged or waived orally or by course of conduct, but only by an agreement in writing, signed by or on behalf of the Party against whom enforcement of any amendment, modification, discharge or waiver is sought.

Section 8.11. No Waivers. The failure or delay on the part of either Party to insist upon or enforce strict performance of any provision of this Agreement by the other Party, or to exercise any right, power or remedy under this Agreement, shall not be deemed or construed as a waiver thereof. A waiver by either Party of any provision of this Agreement or of any breach thereof shall not be deemed or construed as a general or continuing waiver of such provision or of any other provision, of any subsequent or other breach hereof or of any rights hereunder.

Section 8.12. Headings; Exhibits. The section headings contained in this Agreement are for convenience only and shall not be considered in the interpretation or construction of the provisions of this Agreement. The term "this Agreement" shall be deemed to include each of the exhibits hereto, any documents based on such exhibits and any other statement, certificate, instrument or other document furnished or delivered by the Parties in connection with this Agreement or the transaction contemplated hereby.

Section 8.13. Certain Terms. The words "hereof," "herein", "hereunder" or "hereto" and words of similar import when used in this Agreement refer to this Agreement as a whole and not to any particular provision or paragraph of this Agreement. Defined terms in the singular include the plural and vice versa. The terms "including," "includes" and "include" shall be deemed to be followed by the words "without limitation" unless already so expressly stated. "Affiliate" means, in respect of any Person, any other Person that, directly or indirectly, is in control of, is controlled by, or is under common control with, such first Person or, in the case of an individual, any individual Person who is related by blood, marriage or adoption to such first Person. For purposes of this definition, "control" of a Person means the power, directly or indirectly, either to (i) vote 50% or more of the securities having ordinary voting power for the election of directors (or individuals performing similar functions) of such Person or (ii) direct or cause the direction of the management and policies of such Person, whether by contract or otherwise. "Person" means an individual, corporation, company, limited liability company, partnership, limited liability partnership, association, joint venture, Governmental Authority, trust or any other entity or organization. "Governmental Authority" means any federal, state, local or foreign court or governmental or regulatory agency or authority, or any multinational or organizational body.

Section 8.14. Construction. The Parties have each participated in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

Section 8.15. Counterparts. This Agreement may be executed in any number of counterparts and such counterparts may be exchanged by means of electronic mail or facsimile transmission, and each of such counterparts shall be deemed an original but all of them together shall constitute one and the same instrument. In the event that counterparts of this Agreement are executed and exchanged by electronic mail or facsimile transmission, the Parties shall endeavor to exchange original executed counterparts of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Limited Liability Company Interest Purchase Agreement to be duly executed and delivered by their duly authorized representatives as of the date first written above.

FJ900, INC.

By:	/s/ Philip Teigland
Name:	Philip Teigland
Title:	President
By:	/s/ Steven M. Rales
Name:	**Steven M. Rales**

JOUST GROUP, L.L.C.

By:	/s/ Mitchell P. Rales
Name:	Mitchell P. Rales
Title:	Member
By:	/s/ Steven M. Rales
Name:	Steven M. Rales
Title:	Member

EXHIBIT A
FORM OF ASSIGNMENT AND ASSUMPTION OF
LIMITED LIABILITY COMPANY INTEREST

ASSIGNMENT AND ASSUMPTION OF
LIMITED LIABILITY COMPANY INTEREST

THIS ASSIGNMENT AND ASSUMPTION OF LIMITED LIABILITY COMPANY INTEREST (this "Assignment") is made as of this day of , 2012 by and between [Steven M. Rales/Joust Group, L.L.C.], [an individual/a Maryland limited liability company] ("Assignor"), and FJ900, Inc., a Delaware corporation ("Assignee").

WHEREAS, Joust Capital, LLC, a Maryland limited liability company (the "Company"), was formed pursuant to the filing of the Articles of Organization of the Company with the State Department of Assessments and Taxation of the State of Maryland;

WHEREAS, the management, control and operation of the business and affairs of the Company are governed by that certain Amended and Restated Operating Agreement of the Company dated as of February 27, 2007 (the "Operating Agreement") by and between Assignor and [Steven M. Rales/Joust Group, L.L.C., a Maryland limited liability company] (the "Other Member"); and

WHEREAS, Assignor owns and holds [ninety-nine/one] Unit[s] (as defined in the Operating Agreement) of the Company representing [99/1]% of the outstanding limited liability company interests in the Company (the "Assigned Interest"); and

WHEREAS, Assignor, Assignee and the Other Member have entered into that certain Limited Liability Company Interest Purchase Agreement dated as of February 23, 2012 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, the Assigned Interest, in accordance with the terms and conditions set forth in the Agreement; and

WHEREAS, Assignor and Assignee wish to effect the assignment and transfer of the Assigned Interest by Assignor to Assignee pursuant to the Agreement by means of this Assignment.

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

1. Assignment. Assignor hereby assigns, transfers, conveys and sets over to Assignee, its successors and assigns, all of Assignor's right, title and interest in, under and to the Assigned Interest, including, without limitation, (a) all rights to share in such profits and losses, to receive such distribution or distributions, and to receive such allocations of income, gain, loss, deduction or credit or similar items to which Assignor, as owner of the Assigned Interest, was

entitled, (b) all right, title and interest in and to Assignor's capital account with respect to the Assigned Interest, (c) all right, title and interest of Assignor in connection with Assignor's ownership of the Assigned Interest under and pursuant to the Operating Agreement, (d) all rights of Assignor as owner of the Assigned Interest to exercise any and all rights, powers and remedies with respect to the Assigned Interest and to participate in the management of the business and affairs of the Company as and to the extent provided or permitted under the Operating Agreement, and (e) all other rights otherwise inuring to Assignor by virtue of owning the Assigned Interest.

2. Acceptance and Assumption. Assignee hereby accepts the assignment and transfer of the Assigned Interest as provided in Section 1 hereof and agrees to assume all obligations and duties of Assignor with respect to the Assigned Interest from and after the execution and delivery of this Assignment.

3. Membership in Company. Assignor hereby (a) consents to Buyer being admitted as and becoming a member of the Company upon the execution and delivery of this Assignment, and (b) acknowledges and agrees that Assignor hereby ceases (i) to be a member of the Company and (ii) to have the power to exercise any right, power or remedy as a member of the Company.

4. Amendment and Restatement of Operating Agreement. Assignee shall have the right to amend and restate the Operating Agreement upon or after the execution and delivery of this Assignment to reflect the terms and conditions of this Assignment and incorporate such other terms and conditions as Assignee may find acceptable in its sole discretion.

5. Miscellaneous.

(a) Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its choice-of-law and conflicts-of-laws rules, except to the extent that the laws of the State of Maryland mandatorily apply.

(b) Severability. Any provision of this Assignment which is illegal, invalid or unenforceable in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction or the remaining provisions of this Assignment in any jurisdiction. If the final judgment of a court of competent jurisdiction declares that any provision of this Assignment is illegal, invalid or unenforceable, the parties hereto agree that such court shall have the power to modify such provision consistent with the intent of the parties hereto.

(c) Headings. The section headings contained in this Assignment are for convenience only and shall not be considered in the interpretation or construction of the provisions of this Assignment.

(d) Binding Nature. This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

(e) Counterparts. This Assignment may be executed in any number of counterparts and such counterparts may be exchanged by means of electronic mail or facsimile transmission, and each of such counterparts shall be deemed an original but all of them together shall constitute one and the same instrument. In the event that counterparts of this Assignment are executed and exchanged by electronic mail or facsimile transmission, the parties hereto shall endeavor to exchange original executed counterparts of this Assignment.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption of Limited Liability Interest to be duly executed and delivered as of the date first written above.

ASSIGNOR:

[JOUST GROUP, L.L.C.

By:	____________________
Name:	Mitchell P. Rales
Title:	Member
By:	____________________
Name:	Steven M. Rales
Title:	Member]

[____________________

Steven M. Rales]

ASSIGNEE:

FJ900, INC.

By:	____________________
Name:	
Title:	

EXHIBIT B
FORM OF SELLER'S CLOSING CERTIFICATE

CERTIFICATE

This Certificate is executed and delivered by Steven M. Rales ("Mr. Steven Rales") and Joust Group, L.L.C., a Maryland limited liability company ("Joust Group" and, together with Mr. Steven Rales, the "Sellers"), pursuant to Sections 2.2(c) and (e) of the Limited Liability Company Interest Purchase Agreement dated as of February 23, 2012 (the "Agreement") by and among FJ900, Inc., a Delaware corporation and each of the Sellers. Capitalized terms used but not defined in this Certificate shall have the respective meanings set forth in the Agreement.

Each of the Sellers hereby certifies to Buyer as follows:

1. Attached hereto is a true and correct copy of the unanimous written consent of the members of Joust Group, authorizing the execution and delivery of the Agreement and the other Seller Documents to which Joust Group is a party and the consummation by Joust Group of the transaction contemplated thereby, and such unanimous written consent has not been amended, repealed or rescinded and remains in full force and effect as of the date hereof.

2. All representations and warranties of the Sellers contained in the Agreement or in any of the Seller Documents were true and correct in all material respects as of the date of the Agreement or the Seller Documents, as the case may be, and are true and correct in all material respects as of the date hereof.

3. The Sellers have performed and complied with, in all material respects, all covenants, obligations and conditions required by the Agreement to be performed or complied with by the Sellers prior to or on the date hereof.

4. No injunction, order or decree of any Governmental Authority is in effect which restrains or prohibits the consummation of the transaction contemplated by the Agreement on the date hereof.

5. In reliance on the certifications made by Buyer in the Certificate of Buyer dated the date hereof, all of the conditions precedent to the obligation of the Sellers to consummate the transaction contemplated by the Agreement have been satisfied.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Sellers have duly executed and delivered this Certificate on this day of , 2012.

JOUST GROUP, L.L.C.

By:	
Name:	Mitchell P. Rales
Title:	Member
By:	
Name:	Steven M. Rales
Title:	Member

Steven M. Rales

EXHIBIT C
FORM OF BUYER'S CLOSING CERTIFICATE

CERTIFICATE

This Certificate is executed and delivered by FJ900, Inc., a Delaware corporation ("Buyer"), pursuant to Sections 2.3(b) and (c) of the Limited Liability Company Interest Purchase Agreement dated as of February 23, 2012 (the "Agreement") by and among Buyer, Steven M. Rales ("Mr. Steven Rales") and Joust Group, L.L.C., a Maryland limited liability company ("Joust Group" and, together with Mr. Steven Rales, the "Sellers"). Capitalized terms used but not defined in this Certificate shall have the respective meanings set forth in the Agreement.

Buyer hereby certifies to the Sellers as follows:

1. Attached hereto is a true and correct copy of the resolutions of the Board of Directors of Buyer, authorizing the execution and delivery of the Agreement and the other Buyer Documents and the consummation by Buyer of the transaction contemplated thereby, and such resolutions have not been amended, repealed or rescinded and remains in full force and effect as of the date hereof.

2. All representations and warranties of Buyer contained in the Agreement or in any of the Buyer Documents were true and correct in all material respects as of the date of the Agreement or the Buyer Documents, as the case may be, and are true and correct in all material respects as of the date hereof.

3. Buyer has performed and complied with, in all material respects, all covenants, obligations and conditions required by the Agreement to be performed or complied with by Buyer prior to or on the date hereof.

4. No injunction, order or decree of any Governmental Authority is in effect which restrains or prohibits the consummation of the transaction contemplated by the Agreement on the date hereof.

5. In reliance on the certifications made by the Sellers in the Certificate of the Sellers dated the date hereof, all of the conditions precedent to the obligation of Buyer to consummate the transaction contemplated by the Agreement have been satisfied.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Buyer has duly executed and delivered this Certificate on this day of , 2012.

FJ900, INC.
By: ______________________
Name:
Title:

Exhibit 12.1

Danaher Corporation
Statement Regarding Computation of Ratio of Earnings to Fixed Charges
(In Thousands, except ratio data)

	Year Ended December 31				
	2007	2008	2009	2010	2011
Fixed Charges:					
Gross Interest Expense	106,289	125,175	118,654	117,167	141,637
Interest Element of Rental Expense	14,804	10,763	13,135	15,162	19,840
Interest on FIN 48 liabilities	—	—	—	—	—
Total Fixed Charges	$ 121,093	$ 135,938	$ 131,789	$ 132,329	$ 161,477
Earnings Available for					
Fixed Charges:					
Earnings from Continuing Operations before income taxes	1,326,062	1,642,887	1,326,062	2,229,559	2,447,849
Add fixed charges	121,093	135,938	131,789	132,329	161,477
Interest on FIN 48 liabilities	—	—	—	—	—
Total Earnings Available for Fixed Charges	$ 1,447,155	$ 1,778,825	$ 1,457,851	$ 2,361,888	$ 2,609,326
Ratio of Earnings to Fixed Charges	12.0	13.1	11.1	17.8	16.2

NOTE: These Ratios include Danaher Corporation and its consolidated subsidiaries. The ratio of earnings to fixed charges was computed by dividing earnings by fixed charges for the periods indicated, where "earnings" consist of (1) earnings from continuing operations (excluding earnings from 50% owned affiliates) before income taxes; plus (2) fixed charges, and "fixed charges" consist of (A) interest, whether expensed or capitalized, on all indebtedness, (B) amortization of premiums, discounts and capitalized expenses related to indebtedness, and (C) an interest component representing the estimated portion of rental expense that management believes is attributable to interest. Interest on FIN 48 liabilities is included in the tax provision in the Company's Consolidated Condensed Statements of Earnings and is excluded from the computation of fixed charges.

Exhibit 21.1

Danaher Corporation
Subsidiaries of the Registrant

Name	Jurisdiction of Formation
AB Qualitrol AKM	Sweden
AB Sciex KK	Japan
AB Sciex LLC	Delaware
AB Sciex LP	Canada
AB Sciex Pte Ltd.	Singapore
Aegean Partner LLC	Delaware
Allesee Orthodontic Appliances, Inc.	Wisconsin
Alltec Angewandte Laserlicht Technologie GmbH	Germany
Amadent Empreendimentos e Participações Ltda.	Brazil
American Precision Industries Inc.	Delaware
Anderson Instrument Co., Inc.	New York
ApS KBUS 38 nr. 2018	Denmark
ApS KBUS 38 NR. 2017	Denmark
Aquafine Corporation	California
Aquafine GmbH	Germany
Aran Technologies Limited	Ireland
Arbor Networks, Inc.	Delaware
Argo Canada Holdings ULC	Canada
Ball Screws and Actuators Co., Inc.	California
Beckman Coulter Biomedical Limited	Ireland
Beckman Coulter Biyomedikal Urunler Sanayi ve Ticaret Limited	Turkey
Beckman Coulter Commercial Enterprise (China) Co., Ltd.	China
Beckman Coulter France S.A.S.	France
Beckman Coulter G.m.b.H.	Germany
Beckman Coulter International S.A.	Switzerland
Beckman Coulter Ireland Inc.	Panama
Beckman Coulter K.K.	Japan
Beckman Coulter SRL	Italy
Beckman Coulter United Kingdom Limited	United Kingdom
Beckman Coulter, Inc.	Delaware
Beha-Amprobe GmbH	Germany
Carnassial Corporation	Canada
ChemTreat International, Inc.	Virginia
ChemTreat, Inc.	Virginia
Citicon (Hong Kong) Limited	Hong Kong
ClearSight Networks, Inc.	Delaware
Comark Limited	United Kingdom
Corr-Tek Idrometria S.r.l.	Italy
Cragen Limited	United Kingdom
Danaher China Holdings Limited	Hong Kong
Danaher Holding GmbH	Germany
Danaher Linear GmbH	Germany
Danaher Luxembourg Finance S.A.	Luxembourg
Danaher Medical ApS	Denmark
Danaher Motion S.r.l.	Italy
Danaher Motion s.r.o.	Czech Republic
Danaher Motion SA	Switzerland
Danaher Motion Saro AB	Sweden
Danaher Motion Technology, LLC	Delaware

Name	Jurisdiction of Formation
Danaher Motion UK Company	United Kingdom
Danaher Setra-ICG (Tianjin) Co. Ltd.	China
Danaher UK Industries Limited	United Kingdom
DANRAD ApS	Denmark
DANRAD Holding ApS	Denmark
DATAPAQ Limited	United Kingdom
Dental Equipment, LLC	Delaware
Dexis LLC	Delaware
DH Business Services, LLC	Delaware
DH Cooperative, Inc.	Delaware
DH Finance Limited	Cayman Islands
DH Holdings Corp.	Delaware
DH Technologies Development Pte Ltd.	Singapore
DHCDAN ApS	Denmark
DHR Finland Oy	Finland
DHR Technologies Ireland Limited	Ireland
Diagnostic Monitoring Systems Limited	Scotland
DOMS ApS	Denmark
Dynapar Corporation	Illinois
EDSC Research & Development Private Limited	India
Enfocus BVBA	Belgium
Esko Software BVBA	Belgium
Esko-Graphics Kongsberg AS	Norway
Esko-Graphics Pte Ltd.	Singapore
Esko-Graphics, Inc.	Georgia
Fafnir Gmbh	Germany
FJ 900, Inc.	Delaware
Fluke (Switzerland) GmbH	Switzerland
Fluke (UK) Limited	United Kingdom
Fluke (G.B.) LTD	United Kingdom
Fluke Australia Pty Ltd	Australia
Fluke Corporation	Washington
Fluke Electronics Canada LP	Canada
Fluke Electronics Corporation	Delaware
Fluke Europe B.V.	Netherlands
Fluke Holding Austria GmbH	Austria
Fluke Italia S.r.l.	Italy
Fluke Nederland B.V.	Netherlands
Fluke Precision Measurement Limited	United Kingdom
Fluke Shanghai Corporation	China
Fluke U.K. LTD.	United Kingdom
Gems Sensors Inc.	Delaware
Gendex Dental Systems S.r.l.	Italy
Genetix GmbH	Germany
Genetix Group Limited	United Kingdom
Gilbarco Australia Pty Ltd.	Australia
Gilbarco Autotank AB	Sweden
Gilbarco China Co. Ltd	China
Gilbarco GmbH & Co. KG	Germany
Gilbarco Inc.	Delaware
Gilbarco S.r.l.	Italy
Hach Company	Delaware
Hach de Mexico, S. de R.L. de C.V.	Mexico

Name	Jurisdiction of Formation
Hach Lange ApS	Denmark
Hach Lange GmbH	Germany
Hach Lange LTD	United Kingdom
Hach Lange SARL	Switzerland
HACH ULTRA JAPAN KK	Japan
Hengstler GmbH	Germany
Hennessy Industries, Inc.	Delaware
Hexis Cientfica S.A.	Brazil
Imaging Sciences International LLC	Delaware
Immunotech S.A.S.	France
Immunotech s.r.o.	Czech Republic
Implant Direct Sybron International LLC	Nevada
Invetech Technology Consulting PTY LTD	Australia
Iris Power LP	Canada
Iris Power Nova Scotia GP, ULC	Canada
Jacobs Vehicle Systems, Inc.	Delaware
Janos Technology LLC	Delaware
Joslyn Holding Company	Delaware
K.K. AB Sciex	Japan
K.K. Fluke	Japan
K.K. HACH ULTRA JAPAN	Japan
Kaltenbach & Voigt Finance GmbH	Germany
Kaltenbach & Voigt Holding GmbH	Germany
KAVO Dental GmbH	Germany
Kavo Dental Systems Japan, Co., Ltd.	Japan
Kavo Dental Technologies, LLC	Illinois
Keithley Instruments BV	Netherlands
Keithley Instruments GmbH	Germany
Keithley Instruments KK	Japan
Keithley Instruments, Inc.	Ohio
Kerr Corporation	Delaware
Kerr Italia S.r.l.	Italy
KerrHawe S.A	Switzerland
Kollmorgen AB	Sweden
Kollmorgen Corporation	New York
Kollmorgen Europe GmbH	Germany
Kollmorgen S.r.l.	Italy
Kollmorgen s.r.o.	Czech Republic
Kollmorgen SA	Switzerland
Kollmorgen Saro AB	Sweden
Kommanditbolaget Instrumate	Sweden
Launchchange Holding Company	United Kingdom
Launchchange Holdings Limited	United Kingdom
Launchchange Instrumentation Limited	United Kingdom
Leica Biosystems Melbourne PTY LTD	Australia
Leica Biosystems Newcastle Limited	United Kingdom
Leica Biosystems Nussloch GmbH	Germany
Leica Biosystems Richmond, Inc.	Illinois
Leica Instruments (Singapore) Pte Limited	Singapore
Leica Microsystems (Schweiz) AG	Switzerland
Leica Microsystems (UK) Limited	United Kingdom
Leica Microsystems CMS GmbH	Germany
Leica Microsystems Holdings LP	Canada

Name	Jurisdiction of Formation
Leica Microsystems Inc.	Delaware
Leica Microsystems IR GmbH	Germany
Leica Microsystems KK	Japan
Leica Microsystems Limited	Hong Kong
Leica Microsystems S.r.l.	Italy
Leica Mikrosysteme GmbH	Austria
Leica Mikrosysteme Vertrieb GmbH	Germany
Linx Printing Technologies Limited	United Kingdom
LLP Holdings PTY LTD	Australia
Lodestone Acquisition Corp.	California
Lumigen, Inc.	Michigan
M.A.P.L. Holdings Limited	Cayman Islands
McCrometer, Inc.	Delaware
Metrex Research, LLC	Wisconsin
Mixed Signals, Inc.	Delaware
Molecular Devices (New Milton) Ltd.	United Kingdom
Molecular Devices (Shanghai) Limited	China
Molecular Devices, LLC	Delaware
Motion Engineering Incorporated	California
Nexgen Diagnostics, LLC	Delaware
NMTC, Inc.	Delaware
Ormco BV	Netherlands
Ormco Corporation	Delaware
Ormco Europe BV	Netherlands
OTT Medioambiente Iberia, S.L.U	Spain
OTT Messtechnik GmbH & Co. GmbH	Germany
Pacific Scientific Company	California
Pacific Scientific Energetic Materials Company (Arizona) LLC	Delaware
Pacific Scientific Energetic Materials Company (California) LLC	California
Pacific Scientific GmbH	Germany
PacSci Motion Control, Inc.	Massachusetts
PaloDEx Holding OY	Finland
Pentron Corporation	Delaware
Portescap India Private Limited	India
Portescap International S.A.	Switzerland
Portescap Malaysia SDN. BHD.	Malaysia
Portescap S.A.	Switzerland
Portescap Singapore Pte. Ltd.	Singapore
Qualitrol Company LLC	Delaware
Qualitrol Finance Corp.	Delaware
Qualitrol Instruments & Meters (Beijing) Co., Ltd	China
Radiometer America Inc.	Delaware
Radiometer GmbH	Germany
Radiometer K.K.	Japan
Radiometer Limited	United Kingdom
Radiometer Medical ApS	Denmark
Radiometer South Africa (Pty) Ltd	South Africa
Raytek GmbH	Germany
Sarbel Finance Limited	Cayman Islands
Sea-Bird Electronics, Inc.	Washington
Sendx Medical Inc.	Delaware
Setra Systems, Inc.	Massachusetts
Shanghai Shilu Instrument Co. Ltd.	China

Name	Jurisdiction of Formation
Sonix, Inc.	Virginia
SpofaDental a.s.	Czech Republic
SWL Management GmbH	Germany
Sybron Canada LP	Canada
Sybron Dental Specialties, Inc.	Delaware
Sybron Implant Solutions GmbH	Germany
Sybron Implant Solutions Pty Ltd.	Australia
Tektronix (China) Co., Limited	China
Tektronix AB	Sweden
Tektronix China Trading	China
Tektronix Embedded Instruments Group Inc.	Canada
Tektronix G.m.b.H.	Germany
Tektronix GmbH	Germany
Tektronix International Sales GmbH	Switzerland
Tektronix Japan G.K.	Japan
Tektronix Texas, LLC	Delaware
Tektronix U.K. Holdings Limited	United Kingdom
Tektronix U.K. Limited	United Kingdom
Tektronix, Inc.	Oregon
TFF Corporation	Japan
Thomson Industries, Inc.	New York
Thomson Linear LLC	Delaware
Thomson Neff GmbH	Germany
Tianjin Danaher Motion Co., Ltd.	China
Tollo Linear AB	Sweden
Trojan Technologies	Canada
Trojan Technologies Holdings LP	Canada
Trojan Technologies, Inc.	Georgia
U.S. Peroxide, LLC	Delaware
Veeder-Root Company	Delaware
Veeder-Root GmbH	Germany
Veeder-Root Petroleum Equipment (Shanghai) Co., Ltd.	China
Venture Measurement Company LLC	Delaware
Verwaltungs- und Beteiligunggesellschaft Bach GmbH	Germany
Videojet Chile Codificadora Limited	Chile
Videojet Do Brasil Comércio de Equipamentos Para Codificação Industrial Ltda.	Brazil
Videojet Guangzhou Packaging Equipment Co Ltd.	China
Videojet Italia Srl	Italy
Videojet Technologies (I) Pvt. Ltd	India
Videojet Technologies (Nottingham) Limited	United Kingdom
Videojet Technologies (Shanghai) Co., Ltd.	China
Videojet Technologies Europe B.V.	Netherlands
Videojet Technologies GmbH	Germany
Videojet Technologies Inc.	Delaware
Videojet Technologies JSC	Russia
Videojet Technologies LTD	United Kingdom
Videojet Technologies S.A.S.	France
Viqua	Canada
WA Mistral SAS	France
WA2 Sarl	France
Wolke Inks & Printers GmbH	Germany
Zhuhai S.E.Z. Videojet Electronics Ltd.	China
Zipher Limited	United Kingdom

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the following Registration Statements of Danaher Corporation of our reports dated February 24, 2012, with respect to the consolidated financial statements and schedule of Danaher Corporation and subsidiaries and the effectiveness of internal control over financial reporting of Danaher Corporation and subsidiaries, included in this Annual Report (Form 10-K) of Danaher Corporation and subsidiaries for the year ended December 31, 2011.

Registration Statements on Form S-3

Registration Number	Date Filed
333-159060	May 8, 2009

Registration Statements on Form S-8

Name	Registration Number	Date Filed
Tektronix, Inc. 2005 Stock Incentive Plan, as amended; Tektronix, Inc. 2002 Stock Incentive Plan, as amended	333-147546	November 20, 2007
Danaher Corporation 2007 Stock Incentive Plan, as amended and restated; Amended and Restated Danaher Corporation 1998 Stock Option Plan	333-144572	July 13, 2007
Amended and Restated Danaher Corporation 1998 Stock Option Plan	333-59269	July 16, 1998
Danaher Corporation 2007 Stock Incentive Plan, as amended and restated	333-159059	May 8, 2009
	333-175223	June 29, 2011
Danaher Corporation and Subsidiaries Retirement and Savings Plan; Danaher Corporation and Subsidiaries Savings Plan	333-107500	July 31, 2003
	333-117678	July 27, 2004
	333-159057	May 8, 2009
Danaher Corporation and Subsidiaries Amended and Restated Executive Deferred Incentive Program	333-105198	May 13, 2003
	333-159056	May 8, 2009

/s/ Ernst & Young LLP
McLean, Virginia
February 24, 2012

Exhibit 31.1

CERTIFICATION

I, H. Lawrence Culp, Jr., certify that:

1. I have reviewed this Annual Report on Form 10-K of Danaher Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 23, 2012	By:	/s/ H. Lawrence Culp, Jr.
	Name:	H. Lawrence Culp, Jr.
	Title:	President and Chief Executive Officer

Exhibit 31.2

CERTIFICATION

I, Daniel L. Comas, certify that:

1. I have reviewed this Annual Report on Form 10-K of Danaher Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 23, 2012	By:	/s/ Daniel L. Comas
	Name:	Daniel L. Comas
	Title:	Executive Vice President and Chief Financial Officer

Exhibit 32.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER PURSUANT TO

18 U.S.C. SECTION 1350,

AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

I, H. Lawrence Culp, Jr., certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge, Danaher Corporation's Annual Report on Form 10-K for the fiscal year ended December 31, 2011 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that information contained in such Annual Report on Form 10-K fairly presents in all material respects the financial condition and results of operations of Danaher Corporation.

Date: February 23, 2012	By:	/s/ H. Lawrence Culp, Jr.
	Name:	H. Lawrence Culp, Jr.
	Title:	President and Chief Executive Officer

This certification accompanies the Annual Report on Form 10-K pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not be deemed filed for purposes of Section 18 of the Exchange Act, or otherwise subject to the liability of that section. This certification shall not be deemed to be incorporated by reference into any filing under the Securities Act or the Exchange Act, except to the extent that Danaher Corporation specifically incorporates it by reference.

Exhibit 32.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER PURSUANT TO

18 U.S.C. SECTION 1350,

AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

I, Daniel L. Comas, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge, Danaher Corporation's Annual Report on Form 10-K for the fiscal year ended December 31, 2011 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that information contained in such Annual Report on Form 10-K fairly presents in all material respects the financial condition and results of operations of Danaher Corporation.

Date: February 23, 2012	By:	/s/ Daniel L. Comas
	Name:	Daniel L. Comas
	Title:	Executive Vice President and Chief Financial Officer

This certification accompanies the Annual Report on Form 10-K pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not be deemed filed for purposes of Section 18 of the Exchange Act, or otherwise subject to the liability of that section. This certification shall not be deemed to be incorporated by reference into any filing under the Securities Act or the Exchange Act, except to the extent that Danaher Corporation specifically incorporates it by reference.