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

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934

Date of report: APRIL 8, 2008  
(Date of earliest event reported)

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

DELAWARE  
(State of  
Incorporation)

1-10235  
(Commission File Number)

36-3555336  
(IRS Employer  
Identification No.)

630 DUNDEE ROAD  
NORTHBROOK, ILLINOIS 60062  
(Address of principal executive offices, including zip code)

(847) 498-7070  
(Registrant's telephone number, including area code)

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

- Written communications pursuant to Rule 425 under the Securities Act (17  
CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR  
240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the  
Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the  
Exchange Act (17 CFR 240.13e-4(c))

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ITEM 1.01 - ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

Incentive Award Plan (As Amended and Restated)

On February 20, 2008, the Board of Directors of IDEX Corporation (the "Company") adopted the IDEX Corporation Incentive Award Plan (As Amended and Restated) (the "Plan"), subject to approval by the Company's stockholders. On April 8, 2008 the holders of a majority of the shares of the Company's common stock present in person or represented by proxy at the meeting and entitled to vote thereon approved the adoption of the Plan. A copy of the Plan was included as Appendix A to the Proxy Statement, filed with the Securities and Exchange Commission on March 7, 2008, and is incorporated herein by reference.

Restricted Stock Grants

On April 8, 2008, upon the approval of the Plan by its stockholders, the Company granted 242,800 shares of restricted stock to its Chairman and Chief Executive Officer, Lawrence Kingsley, which shares are subject to time based vesting with the ability for vesting to accelerate based on performance. 50% of the shares will vest on April 8, 2011 and the remaining 50% of the shares will vest on April 8, 2013. However, if the closing stock price for IDEX Corporation common stock is greater than or equal to \$65.90 (two times the closing stock price of IDEX Corporation common stock on the grant date) for any five consecutive business trading days then any unvested shares will vest. Additional restrictions are set forth in Mr. Kingsley's Restricted Stock Agreement, a copy of which is attached hereto as Exhibit 10.2.

On April 8, 2008, upon the approval of the Plan by its stockholders, the Company also granted 74,000 shares of restricted stock to its Vice President and Chief Financial Officer, Dominic Romeo, of which approximately 16.67% will vest on April 8, 2009, approximately 16.67% will vest on April 8, 2010 and the remaining 66.66% will vest on April 8, 2011. Additional restrictions are set forth in Mr. Romeo's Restricted Stock Agreement, a copy of which is attached hereto as Exhibit 10.3.

On April 8, 2008, upon the approval of the Plan by its stockholders, the Company granted shares of restricted stock to certain other key employees of the Company. The restricted stock is not transferable and is subject to forfeiture in the event the recipient terminates employment for reasons other than death, disability or retirement prior to April 8, 2011. A recipient will be vested in the stock if they terminate employment by reason of death, disability or retirement prior to April 8, 2011. For this purpose retirement means the date the employee attains at least age 50 and his years of service and age equals 70. A copy of the form of Restricted Stock Agreement that the Compensation Committee has approved for award of restricted stock under the Plan is attached hereto as Exhibit 10.4.

ITEM 5.02 - DEPARTURE OF DIRECTORS OR CERTAIN OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF CERTAIN OFFICERS; COMPENSATORY ARRANGEMENTS WITH CERTAIN OFFICERS.

The information set forth above under "Item 1.01 - Entry into a Material Definitive Agreement" is incorporated into this Item 5.02.

ITEM 9.01 - FINANCIAL STATEMENTS AND EXHIBITS.

(d) Exhibits

- 10.1 IDEX Corporation Incentive Award Plan (as Amended and Restated) (incorporated by reference to Appendix A of the Proxy Statement of IDEX Corporation, filed March 7, 2008, Commission File No. 1-10235)
- 10.2 IDEX Corporation Restricted Stock Award Agreement with Lawrence Kingsley, dated April 8, 2008
- 10.3 IDEX Corporation Restricted Stock Award Agreement with Dominic Romeo, dated April 8, 2008
- 10.4 Form of IDEX Corporation Restricted Stock Award Agreement, dated April 8, 2008

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

IDEX CORPORATION

By: /s/ Dominic A. Romeo

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Dominic A. Romeo  
Vice President and Chief Financial  
Officer

April 11, 2008

EXHIBIT INDEX

EXHIBIT NUMBER	DESCRIPTION
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10.1	IDEX Corporation Incentive Award Plan (as Amended and Restated) (incorporated by reference to Appendix A of the Proxy Statement of IDEX Corporation, filed March 7, 2008, Commission File No. 1-10235)
10.2	IDEX Corporation Restricted Stock Award Agreement with Lawrence Kingsley, dated April 8, 2008
10.3	IDEX Corporation Restricted Stock Award Agreement with Dominic Romeo, dated April 8, 2008
10.4	Form of IDEX Corporation Restricted Stock Award Agreement, dated April 8, 2008

(IDEX CORPORATION LOGO)

IDEX CORPORATION  
RESTRICTED STOCK AWARD AGREEMENT

NAME: LAWRENCE KINGSLEY	PLAN: IDEX CORPORATION INCENTIVE AWARD PLAN, AS AMENDED AND RESTATED EFFECTIVE FEBRUARY 20, 2008
ADDRESS: _____ _____ _____	GRANT: 242,800 SHARES OF COMMON STOCK (THE "RESTRICTED STOCK")
OPTIONEE ID NUMBER: _____	GRANT DATE: APRIL 8, 2008

SIGNATURE: \_\_\_\_\_

Effective on the Grant Date you have been granted the Restricted Stock, in accordance with the provisions of the IDEX Corporation Incentive Award Plan, as Amended and Restated effective February 20, 2008 (the "Plan") and subject to the restrictions, terms and conditions set forth herein.

The Restricted Stock will vest and no longer be subject to the restriction of this Agreement as follows:

50% of the Restricted Stock shall vest on the third anniversary of the Grant Date; and.

50% of the Restricted Stock shall vest on the fifth anniversary of the Grant Date;

Provided, however, that if the closing price for the Common Stock is equal to or greater than \$65.90 per share for five consecutive trading days, then all of unvested shares of the Restricted Stock shall vest and no longer be subject to the restrictions of this Agreement.

In the event of the termination of your employment or service for any reason, whether such termination is occasioned by you, by IDEX Corporation (the "Company") or any of its Subsidiaries, with or without cause or by mutual agreement ("Termination of Service"), your right to receive and/or vest in Restricted Stock under the Plan, if any, will terminate effective as of the earlier of: (i) the date that you give or are provided with written notice of Termination of Service, or (ii) if you are an employee of the Company or any of its Subsidiaries, the date that you are no longer actively employed and physically present on the premises of the Company or any of its Subsidiaries, regardless of any notice period or period of pay in lieu of such notice required under any applicable statute or the common law (each, the "Notice Period"). For greater clarity, you have no rights to receive and/or vest in Restricted Stock during the Notice Period.

Notwithstanding the foregoing, this award shall be fully vested upon your Termination of Service by reason of death, Disability, or Retirement, or upon a Change in Control of the Company. "Disability" means that you could qualify to receive long-term disability payments under the Company's long-term disability insurance program, as it may be amended from time to time. "Retirement" means your voluntary Termination of Service on or after accruing at least five (5) Years of Service with the Company and attaining an age of at least 50, if the sum of your age and Years of Service is at least 70. "Years of Service" means the number of full years that you have been employed by or providing service to the Company or any of its Subsidiaries.

This award is not transferable except by will or the laws of descent and distribution.

The Company will cause the Restricted Stock to either (i) be issued and one or more stock certificates representing the

Restricted Stock to be registered in your name or (ii) held in book entry form promptly upon execution of this Agreement. If a stock certificate is issued, such certificate will bear the following legend:

The shares of stock represented by this certificate are subject to forfeiture and the transferability of this certificate and the shares of stock represented hereby are subject to the restrictions, terms and conditions (including restrictions against transfer) contained in the Plan and a Restricted Stock Award Agreement dated April 8, 2008, entered into between the registered owner of such shares and IDEX Corporation. A copy of the Agreement is on file in the office of the Secretary of IDEX Corporation, Suite 400, 630 Dundee Road, Northbrook, Illinois 60062.

If a certificate is issued then such certificate, together with stock powers duly executed in blank related to such Restricted Stock, will be deposited with the Secretary of the Company or a custodian designated by the Secretary. In such case, the Secretary or custodian will issue a receipt to you evidencing the certificates held that are registered in your name. Until the Restricted Stock has been issued and registered in your name, you will not be deemed for any purpose to be, or have rights as, a Company shareholder by virtue of this award. After such time, you will receive all dividends paid on and will be entitled to vote the Restricted Stock.

If a certificate is issued, then following the vesting of any of your Restricted Stock, the Company will cause to be issued and delivered to you a new certificate evidencing such Restricted Stock, free of the legend provided above. If your Restricted Stock is held in book form, the Company will cause any restrictions noted on the book form to be removed. If your Restricted Stock is held in book form, you may request that the Company issue you certificates for vested shares.

The Company has the authority to deduct or withhold, or require you to remit to the Company, an amount sufficient to satisfy applicable federal, state, local and foreign taxes arising from this Restricted Stock Award. You may satisfy your tax obligation, in whole or in part, by either: (i) electing to have the Company withhold shares of your Restricted Stock otherwise to be delivered with a fair market value equal to the minimum amount of the tax withholding obligation; or (ii) surrendering to the Company previously owned Restricted Stock with a fair market value equal to the minimum amount of the tax withholding obligation. If you are subject to United Kingdom income tax and/or national insurance contributions, the Company or any Subsidiary may withhold or collect any income tax and national insurance contributions: (i) by deduction from salary or any other payment payable to you at any time on or after the day an income tax charge arises in respect of a Restricted Stock Award; (ii) directly from you by payment of cleared funds; or (iii) by arranging for the sale of some of the shares of Restricted Stock to which you are entitled.

You acknowledge and consent to the collection, use, processing and transfer of personal data as described in this paragraph. The Company, its affiliates and your employer hold certain personal information, including your name, home address and telephone number, date of birth, social security number or other employee tax identification number, salary, nationality, job title, any shares of stock awarded, cancelled, purchased, vested, unvested or outstanding in your favor, for the purpose of managing and administering the Plan ("Data"). The Company and its affiliates will transfer Data to any third parties assisting the Company in the implementation, administration and management of the Plan. These recipients may be located in the European Economic Area, or elsewhere such as the United States. You authorize them to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing your participation in the Plan, including any requisite transfer of such Data as may be required for the administration of the Plan and/or the subsequent holding of shares of stock on your behalf to a broker or other third party with whom you may elect to deposit any shares of stock acquired pursuant to the Plan. You may, at any time, review Data, require any necessary amendments to it or withdraw the consent herein in writing by contacting the Company; however, withdrawing the consent may affect your ability to participate in the Plan.

Your participation in the Plan is voluntary. The value of the Restricted Stock Award is an extraordinary item of compensation outside the scope of your employment contract, if any. As such, the Restricted Stock Award is not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pensions or retirement benefits or similar payments unless specifically and otherwise provided. Rather, the awarding of Restricted Stock under the Plan represents a mere investment opportunity.

This Restricted Stock Award is granted under and governed by the terms and

conditions of the Plan. You acknowledge

and agree that the Plan is discretionary in nature and may be amended, cancelled, or terminated by the Company, in its sole discretion, at any time. The grant of a Restricted Stock Award under the Plan is a one-time benefit and does not create any contractual or other right to receive an award of Restricted Stock or benefits in lieu of Restricted Stock in the future. Future awards of Restricted Stock, if any, will be at the sole discretion of the Company, including, but not limited to, the timing of the award, the number of shares, vesting provisions, and the exercise price. The Plan has been introduced voluntarily by the Company and in accordance with the provisions of the Plan may be terminated by the Company at any time. By execution of this Agreement, you consent to the provisions of the Plan and this Agreement. Defined terms used herein shall have the meaning set forth in the Plan, unless otherwise defined herein.

COMPANY:

IDEX CORPORATION

By: /s/ Frank J. Notaro

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Frank J. Notaro  
Vice President - General Counsel  
and Secretary

(IDEX CORPORATION LOGO)

IDEX CORPORATION  
RESTRICTED STOCK AWARD AGREEMENT

NAME: DOMINIC ROMEO

PLAN: IDEX CORPORATION INCENTIVE AWARD  
PLAN, AS AMENDED AND RESTATED  
EFFECTIVE FEBRUARY 20, 2008

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

GRANT: 74,000 SHARES OF COMMON STOCK  
(THE "RESTRICTED STOCK")

OPTIONEE ID

NUMBER: \_\_\_\_\_

GRANT DATE: APRIL 8, 2008

SIGNATURE:

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Effective on the Grant Date you have been granted the Restricted Stock, in accordance with the provisions of the IDEX Corporation Incentive Award Plan, as Amended and Restated effective February 20, 2008 (the "Plan") and subject to the restrictions, terms and conditions set forth herein.

The Restricted Stock will vest and no longer be subject to the restriction of this Agreement as follows:

50% of the Restricted Stock shall vest in one-third increments on each anniversary of the Grant Date; and.

50% of the Restricted Stock shall vest on the third anniversary of the Grant Date.

In the event of the termination of your employment or service for any reason, whether such termination is occasioned by you, by IDEX Corporation (the "Company") or any of its Subsidiaries, with or without cause or by mutual agreement ("Termination of Service"), your right to receive and/or vest in Restricted Stock under the Plan, if any, will terminate effective as of the earlier of: (i) the date that you give or are provided with written notice of Termination of Service, or (ii) if you are an employee of the Company or any of its Subsidiaries, the date that you are no longer actively employed and physically present on the premises of the Company or any of its Subsidiaries, regardless of any notice period or period of pay in lieu of such notice required under any applicable statute or the common law (each, the "Notice Period"). For greater clarity, you have no rights to receive and/or vest in Restricted Stock during the Notice Period.

Notwithstanding the foregoing, this award shall be fully vested upon your Termination of Service by reason of death, Disability, or Retirement, or upon a Change in Control of the Company. "Disability" means that you could qualify to receive long-term disability payments under the Company's long-term disability insurance program, as it may be amended from time to time. "Retirement" means your voluntary Termination of Service on or after accruing at least five (5) Years of Service with the Company and attaining an age of at least 50, if the sum of your age and Years of Service is at least 70. "Years of Service" means the number of full years that you have been employed by or providing service to the Company or any of its Subsidiaries.

This award is not transferable except by will or the laws of descent and distribution.

The Company will cause the Restricted Stock to either (i) be issued and one or more stock certificates representing the Restricted Stock to be registered in your name or (ii) held in book entry form promptly upon execution of this Agreement. If a stock certificate is issued, such certificate will bear the following legend:

The shares of stock represented by this certificate are subject to forfeiture and the transferability of this certificate and the shares of stock represented hereby are subject to the restrictions, terms and conditions (including restrictions against transfer) contained in the Plan and a Restricted Stock Award Agreement dated April 8, 2008, entered into between the registered owner of such shares and IDEX Corporation. A copy of the Agreement is on file in the office of the Secretary of IDEX Corporation, Suite 400, 630 Dundee Road, Northbrook, Illinois 60062.

If a certificate is issued then such certificate, together with stock powers duly executed in blank related to such Restricted Stock, will be deposited with the Secretary of the Company or a custodian designated by the Secretary. In such case, the Secretary or custodian will issue a receipt to you evidencing the certificates held that are registered in your name. Until the Restricted Stock has been issued and registered in your name, you will not be deemed for any purpose to be, or have rights as, a Company shareholder by virtue of this award. After such time, you will receive all dividends paid on and will be entitled to vote the Restricted Stock.

If a certificate is issued, then following the vesting of any of your Restricted Stock, the Company will cause to be issued and delivered to you a new certificate evidencing such Restricted Stock, free of the legend provided above. If your Restricted Stock is held in book form, the Company will cause any restrictions noted on the book form to be removed. If your Restricted Stock is held in book form, you may request that the Company issue you certificates for vested shares.

The Company has the authority to deduct or withhold, or require you to remit to the Company, an amount sufficient to satisfy applicable federal, state, local and foreign taxes arising from this Restricted Stock Award. You may satisfy your tax obligation, in whole or in part, by either: (i) electing to have the Company withhold shares of your Restricted Stock otherwise to be delivered with a fair market value equal to the minimum amount of the tax withholding obligation; or (ii) surrendering to the Company previously owned Restricted Stock with a fair market value equal to the minimum amount of the tax withholding obligation. If you are subject to United Kingdom income tax and/or national insurance contributions, the Company or any Subsidiary may withhold or collect any income tax and national insurance contributions: (i) by deduction from salary or any other payment payable to you at any time on or after the day an income tax charge arises in respect of a Restricted Stock Award; (ii) directly from you by payment of cleared funds; or (iii) by arranging for the sale of some of the shares of Restricted Stock to which you are entitled.

You acknowledge and consent to the collection, use, processing and transfer of personal data as described in this paragraph. The Company, its affiliates and your employer hold certain personal information, including your name, home address and telephone number, date of birth, social security number or other employee tax identification number, salary, nationality, job title, any shares of stock awarded, cancelled, purchased, vested, unvested or outstanding in your favor, for the purpose of managing and administering the Plan ("Data"). The Company and its affiliates will transfer Data to any third parties assisting the Company in the implementation, administration and management of the Plan. These recipients may be located in the European Economic Area, or elsewhere such as the United States. You authorize them to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing your participation in the Plan, including any requisite transfer of such Data as may be required for the administration of the Plan and/or the subsequent holding of shares of stock on your behalf to a broker or other third party with whom you may elect to deposit any shares of stock acquired pursuant to the Plan. You may, at any time, review Data, require any necessary amendments to it or withdraw the consent herein in writing by contacting the Company; however, withdrawing the consent may affect your ability to participate in the Plan.

Your participation in the Plan is voluntary. The value of the Restricted Stock Award is an extraordinary item of compensation outside the scope of your employment contract, if any. As such, the Restricted Stock Award is not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pensions or retirement benefits or similar payments unless specifically and otherwise provided. Rather, the awarding of Restricted Stock under the Plan

represents a mere investment opportunity.

This Restricted Stock Award is granted under and governed by the terms and conditions of the Plan. You acknowledge and agree that the Plan is discretionary in nature and may be amended, cancelled, or terminated by the Company, in its sole discretion, at any time. The grant of a Restricted Stock Award under the Plan is a one-time benefit and does not create any contractual or other right to receive an award of Restricted Stock or benefits in lieu of Restricted Stock in the future. Future awards of Restricted Stock, if any, will be at the sole discretion of the Company, including, but not limited to, the timing of the award, the number of shares, vesting provisions, and the exercise price. The Plan has been introduced voluntarily by the Company and in accordance with the provisions of the Plan may be terminated by the Company at any time. By execution of this Agreement, you consent to the provisions of the Plan and this Agreement. Defined terms used herein shall have the meaning set forth in the Plan, unless otherwise defined herein.

COMPANY:

IDEX CORPORATION

By: /s/ Frank J. Notaro

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Frank J. Notaro  
Vice President - General Counsel  
and Secretary

(IDEX CORPORATION LOGO)

IDEX CORPORATION  
RESTRICTED STOCK AWARD AGREEMENT

NAME: \_\_\_\_\_ PLAN: IDEX CORPORATION INCENTIVE AWARD  
PLAN, AS AMENDED AND RESTATED  
ADDRESS: \_\_\_\_\_ EFFECTIVE FEBRUARY 20, 2008  
\_\_\_\_\_  
GRANT: \_\_\_\_\_ SHARES OF COMMON STOCK  
(THE "RESTRICTED STOCK")  
OPTIONEE ID  
NUMBER: \_\_\_\_\_ GRANT DATE: APRIL 8, 2008

SIGNATURE: \_\_\_\_\_

Effective on the Grant Date you have been granted the Restricted Stock, in accordance with the provisions of the IDEX Corporation Incentive Award Plan, as Amended and Restated effective February 20, 2008 (the "Plan") and subject to the restrictions, terms and conditions set forth herein.

The Restricted Stock will fully vest and no longer be subject to the restriction of this Agreement on the third anniversary of the Grant Date.

In the event of the termination of your employment or service for any reason, whether such termination is occasioned by you, by IDEX Corporation (the "Company") or any of its Subsidiaries, with or without cause or by mutual agreement ("Termination of Service"), your right to receive and/or vest in Restricted Stock under the Plan, if any, will terminate effective as of the earlier of: (i) the date that you give or are provided with written notice of Termination of Service, or (ii) if you are an employee of the Company or any of its Subsidiaries, the date that you are no longer actively employed and physically present on the premises of the Company or any of its Subsidiaries, regardless of any notice period or period of pay in lieu of such notice required under any applicable statute or the common law (each, the "Notice Period"). For greater clarity, you have no rights to receive and/or vest in Restricted Stock during the Notice Period.

Notwithstanding the foregoing, this award shall be fully vested upon your Termination of Service by reason of death, Disability, or Retirement, or upon a Change in Control of the Company. "Disability" means that you could qualify to receive long-term disability payments under the Company's long-term disability insurance program, as it may be amended from time to time. "Retirement" means your voluntary Termination of Service on or after accruing at least five (5) Years of Service with the Company and attaining an age of at least 50, if the sum of your age and Years of Service is at least 70. "Years of Service" means the number of full years that you have been employed by or providing service to the Company or any of its Subsidiaries.

This award is not transferable except by will or the laws of descent and distribution.

The Company will cause the Restricted Stock to either (i) be issued and one or more stock certificates representing the Restricted Stock to be registered in your name or (ii) held in book entry form promptly upon execution of this Agreement. If a stock certificate is issued, such certificate will bear the following legend:

The shares of stock represented by this certificate are subject to forfeiture and the transferability of this certificate and the shares of stock represented hereby are subject to the restrictions, terms and conditions (including restrictions against transfer) contained in the Plan and a Restricted Stock Award Agreement dated April 8, 2008, entered into between the registered owner of such shares and IDEX Corporation. A copy of the Agreement is on file in the office of the Secretary of IDEX Corporation, Suite 400, 630 Dundee Road, Northbrook, Illinois 60062.

If a certificate is issued then such certificate, together with stock powers duly executed in blank related to such Restricted Stock, will be deposited with the Secretary of the Company or a custodian designated by the Secretary. In such case, the Secretary or custodian will issue a receipt to you evidencing the certificates held that are registered in your name. Until the Restricted Stock has been issued and registered in your name, you will not be deemed for any purpose to be, or have rights as, a Company shareholder by virtue of this award. After such time, you will receive all dividends paid on and will be entitled to vote the Restricted Stock.

If a certificate is issued, then following the vesting of any of your Restricted Stock, the Company will cause to be issued and delivered to you a new certificate evidencing such Restricted Stock, free of the legend provided above. If your Restricted Stock is held in book form, the Company will cause any restrictions noted on the book form to be removed. If your Restricted Stock is held in book form, you may request that the Company issue you certificates for vested shares.

The Company has the authority to deduct or withhold, or require you to remit to the Company, an amount sufficient to satisfy applicable federal, state, local and foreign taxes arising from this Restricted Stock Award. You may satisfy your tax obligation, in whole or in part, by either: (i) electing to have the Company withhold shares of your Restricted Stock otherwise to be delivered with a fair market value equal to the minimum amount of the tax withholding obligation; or (ii) surrendering to the Company previously owned Restricted Stock with a fair market value equal to the minimum amount of the tax withholding obligation. If you are subject to United Kingdom income tax and/or national insurance contributions, the Company or any Subsidiary may withhold or collect any income tax and national insurance contributions: (i) by deduction from salary or any other payment payable to you at any time on or after the day an income tax charge arises in respect of a Restricted Stock Award; (ii) directly from you by payment of cleared funds; or (iii) by arranging for the sale of some of the shares of Restricted Stock to which you are entitled.

You acknowledge and consent to the collection, use, processing and transfer of personal data as described in this paragraph. The Company, its affiliates and your employer hold certain personal information, including your name, home address and telephone number, date of birth, social security number or other employee tax identification number, salary, nationality, job title, any shares of stock awarded, cancelled, purchased, vested, unvested or outstanding in your favor, for the purpose of managing and administering the Plan ("Data"). The Company and its affiliates will transfer Data to any third parties assisting the Company in the implementation, administration and management of the Plan. These recipients may be located in the European Economic Area, or elsewhere such as the United States. You authorize them to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing your participation in the Plan, including any requisite transfer of such Data as may be required for the administration of the Plan and/or the subsequent holding of shares of stock on your behalf to a broker or other third party with whom you may elect to deposit any shares of stock acquired pursuant to the Plan. You may, at any time, review Data, require any necessary amendments to it or withdraw the consent herein in writing by contacting the Company; however, withdrawing the consent may affect your ability to participate in the Plan.

Your participation in the Plan is voluntary. The value of the Restricted Stock Award is an extraordinary item of compensation outside the scope of your employment contract, if any. As such, the Restricted Stock Award is not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pensions or retirement benefits or similar payments unless specifically and otherwise provided. Rather, the awarding of Restricted Stock under the Plan represents a mere investment opportunity.

This Restricted Stock Award is granted under and governed by the terms and conditions of the Plan. You acknowledge and agree that the Plan is discretionary in nature and may be amended, cancelled, or terminated by the Company, in its sole discretion, at any time. The grant of a Restricted Stock Award under the Plan is a one-time benefit and does not create any contractual or other right to

receive an award of Restricted Stock or benefits in lieu of Restricted Stock in  
the

future. Future awards of Restricted Stock, if any, will be at the sole discretion of the Company, including, but not limited to, the timing of the award, the number of shares, vesting provisions, and the exercise price. The Plan has been introduced voluntarily by the Company and in accordance with the provisions of the Plan may be terminated by the Company at any time. By execution of this Agreement, you consent to the provisions of the Plan and this Agreement. Defined terms used herein shall have the meaning set forth in the Plan, unless otherwise defined herein.

COMPANY:

IDEX CORPORATION

By: /s/ Frank J. Notaro

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Frank J. Notaro  
Vice President - General Counsel  
and Secretary