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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: MARCH 22, 2005
(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

Amendment to Employment Agreement

Effective March 22, 2005, IDEX Corporation (the "Company") and Lawrence D. Kingsley entered into an amendment to Mr. Kingsley's employment agreement dated July 21, 2004 (filed as Exhibit 10.1 to the Company's Quarterly Report filed on Form 10-Q for the period ending September 30, 2004) pursuant to which Mr. Kingsley will be employed as the Company's President and Chief Executive Officer. Mr. Kingsley's annual base salary was increased to \$600,000 and a bonus potential under the Executive Incentive Bonus Plan or any successor plan in the range of 0-260% of his base salary. In addition, in the event his employment is terminated without cause, he will be entitled, in addition to other severance which is payable under the terms of his employment agreement, to severance based on a bonus of 100% of base salary. A copy of the First Amendment to Employment Agreement is attached hereto as Exhibit 10.20(a).

Incentive Award Plan

On February 2, 2005 the Board of Directors of the Company adopted the IDEX Corporation Incentive Award Plan (the "Plan"), subject to approval of the Company's stockholders. On March 22, 2005 the holders of a majority of the issued and outstanding stock of the Company present in person or by proxy and entitled to vote thereon approved adoption of the Plan. A copy of the Plan was filed as Appendix A to the Proxy Statement, dated February 25, 2005 and filed with the Securities and Exchange Commission on February 28, 2005, and is incorporated herein by reference.

Option and Restricted Stock Grants

On March 22, 2005, upon approval of the Plan by its stockholders, the Company awarded nonqualified stock options with an exercise price of \$40.35, the closing price of the Company's common stock on the immediately preceding trading day, which is the fair market value of the Company's common stock as determined under the terms of the Plan, to the following executive officers and in the following amounts:

Officer	Number of Shares of Common Stock Subject to Option
Lawrence D. Kingsley	55,060
Dominic A. Romeo	12,500
John L. McMurray	10,000
David T. Windmuller	7,000

Each of the options vest at a rate of 25% each year on the anniversary of the date of grant and expire on March 22, 2015. However, if the executive's employment terminates by reason of death, disability or retirement (age plus service equals 70, with at least 5 years of service after attaining an age of at least 50) then they will fully vest in their options. Options also fully vest upon a change in control. To the extent then vested and subject to the term of the option, each option may only be exercised for 90 days following the recipient's final day of active employment with the Company, unless such termination is by reason of death, disability or retirement. Upon termination for death, disability or retirement, the option remains exercisable for up to one year. Each option is not transferable except by will or by the laws of descent or distribution. A copy of the form of Stock Option Agreement that the Compensation Committee has approved for award of stock option grants under the Plan is attached hereto as Exhibit 10.23.

On March 22, 2005, the Company also awarded restricted stock under the Plan to the following executive officers and in the following amounts:

Officer	Number of Shares of Restricted Stock
Lawrence D. Kingsley	17,810
Dominic A. Romeo	4,040
John L. McMurray	3,240
David T. Windmuller	2,260

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 March 22, 2009. A recipient will be vested in the stock if they terminate

employment by reason of death, disability or retirement prior to March 22, 2009. 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 10.24.

Additionally, on March 22, 2005 the Company also awarded Larry Kingsley a promotional grant of 100,000 shares of restricted stock which are not transferable and are subject to forfeiture if his employment terminates for reasons other than death, disability or retirement prior to vesting. Mr. Kingsley will vest in the shares of restricted stock in 25% increments each March 22 of 2006, 2007, 2008 and 2009, or upon termination of his employment by reason of death, disability or retirement. A copy of Mr. Kingsley's Restricted Stock Agreement is attached hereto as Exhibit 10.25.

Performance Award - 2005

On March 22, 2005 the Compensation Committee granted Mr. Kingsley a performance award under the terms of the Plan, pursuant to which Mr. Kingsley is eligible to receive a cash bonus based upon attainment of performance goals relating to operating income in 2005. The maximum bonus that Mr. Kingsley may receive under the terms of the performance award is 2% of the Company's operating income (income from operations before extraordinary items, interest and taxes).

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year

Effective March 22, 2005, the Company amended its Restated Certificate of Incorporation to increase the number of shares of authorized shares of Common Stock from 75,000,000 to 150,000,000 shares. The Board of Directors and the holders of a majority of the issued and outstanding stock of the Company entitled to vote thereon approved the increase in the authorized shares. A copy of the Certificate of Amendment to Restated Certificate of Incorporation is attached hereto as Exhibit 3.1(b).

Item 9.01 Financial Statements and Exhibits

(a) Exhibits

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|----------|--|
| 3.1(b) | Amendment to Restated Certificate of Incorporation of IDEX Corporation |
| 10.20(a) | First Amendment to Employment Agreement between IDEX Corporation and Lawrence D. Kingsley, dated March 22, 2005. |
| 10.22 | IDEX Corporation Incentive Award Plan (incorporated by reference to Appendix A of the Proxy Statement of IDEX, dated February 25, 2005, Commission File No. 1-10235) |
| 10.23 | Form Stock Option Agreement |
| 10.24 | Form Restricted Stock Agreement |
| 10.25 | Restricted Stock Agreement between IDEX Corporation and Lawrence D. Kingsley, dated March 22, 2005 |

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.

March 24, 2005

IDEX CORPORATION

By: /s/ Dominic A. Romeo

Dominic A. Romeo
Vice President and Chief Financial Officer

EXHIBIT INDEX

EXHIBIT NUMBER	DESCRIPTION
3.1(b)	Amendment to Restated Certificate of Incorporation of IDEX Corporation
10.20(a)	First Amendment to Employment Agreement between IDEX Corporation and Lawrence D. Kingsley, dated March 22, 2005
10.22	IDEX Corporation Incentive Award Plan (incorporated by reference to Appendix A of the Proxy Statement of IDEX, dated February 25, 2005, Commission File No. 1-10235)
10.23	Form Stock Option Agreement
10.24	Form Restricted Stock Agreement
10.25	Restricted Stock Agreement between IDEX Corporation and Lawrence D. Kingsley, dated March 22, 2005

CERTIFICATE OF AMENDMENT TO
RESTATED CERTIFICATE OF INCORPORATION
OF
IDEX CORPORATION,
a Delaware corporation

IDEX Corporation (the "Corporation"), a corporation organized and existing under the General Corporation Law of the State of Delaware (the "General Corporation Law") does hereby certify:

1. That the Board of Directors of the Corporation duly adopted a resolution approving, authorizing and adopting the amendment to the Restated Certificate of Incorporation of IDEX Corporation (the "Restated Certificate of Incorporation") as set forth below in this Certificate of Amendment to Restated Certificate of Incorporation of IDEX Corporation (the "Certificate of Amendment"), declaring it advisable and in the best interests of the Corporation and its stockholders.
2. That the holders of a majority in voting power of the issued and outstanding stock of the Corporation entitled to vote thereon and a majority in voting power of the Corporation's common stock voted in favor of the adoption of the amendment to the Restated Certificate of Incorporation as set forth in this Certificate of Amendment.
3. That the first paragraph of Article IV of the Restated Certificate of Incorporation is hereby amended to read in its entirety as follows:

"The total number of shares of all classes of stock which the Corporation shall have the authority to issue is 155,000,000 shares, consisting of 5,000,000 shares of preferred stock, par value \$.01 per share (the "Preferred Stock") and 150,000,000 shares of common stock, par value \$.01 per share (the "Common Stock")."
4. That this Certificate Amendment was duly adopted in accordance with the applicable provisions of Section 242 of the General Corporation Law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, IDEX Corporation has caused this Certificate of Amendment to Restated Certificate of Incorporation of IDEX Corporation to be executed by the following authorized officer of said corporation on this ___ day of March, 2005.

IDEX CORPORATION, a Delaware corporation

Dominic A. Romeo,
Vice President and Chief Financial Officer

FIRST AMENDMENT
TO
EMPLOYMENT AGREEMENT

THIS AMENDMENT, dated as of March 22, 2005, is between IDEX CORPORATION, a Delaware corporation with its executive offices at 630 Dundee Road, Suite 400, Northbrook, Illinois 60062 (the "Corporation"), and LAWRENCE D. KINGSLEY, an individual residing at 3870 RFD Woods End, Long Grove, IL 60047 (the "Executive").

RECITALS:

A. The Corporation and the Executive have entered into an Employment Agreement dated as of July 21, 2004 (the "Agreement").

B. The Corporation and the Executive desire to amend the Agreement to reflect Executive's promotion to President and Chief Executive Officer effective March 22, 2005 by entering into this First Amendment to the Agreement (this "Amendment").

NOW THEREFORE, in consideration of the foregoing, the Corporation and the Executive agree to amend the Agreement effective as of March 22, 2005 as follows:

1. BY SUBSTITUTING THE FOLLOWING FOR ITEM A. IN THE RECITALS TO THE AGREEMENT:

"The Executive will be employed as the President and Chief Executive Officer of the Corporation."

2. BY SUBSTITUTING THE FOLLOWING FOR CLAUSE (ii) OF SECTION 1(h) DEFINITION OF "GOOD REASON":

"(ii) Removal of the Executive from the position of President and Chief Executive Officer, other than elevation to a higher ranking executive officer position with the Corporation."

3. BY SUBSTITUTING THE FOLLOWING FOR THE FIRST SENTENCE OF SECTION 2:

"Subject to the terms and conditions set forth in this Agreement, the Corporation hereby agrees to continue employing the Executive, and the Executive desires to continue employment, as the President and Chief Executive Officer of the Corporation and will perform and execute the duties and responsibilities assigned to the Executive from time to time by the Board of Directors."

4. BY SUBSTITUTING THE FOLLOWING FOR THE FIRST SENTENCE OF SECTION 3(a):

"Commencing March 22, 2005, and for the remainder of the term of Executive's employment under this Agreement, the Executive will receive a base salary at the rate of \$600,000 per year, payable in equal bi-weekly installments."

5. BY SUBSTITUTING THE FOLLOWING FOR THE FIRST SECTION OF 3(b):

"During the term of the Executive's employment under this Agreement, the Executive will be entitled to receive an annual cash bonus from the Corporation calculated pursuant to the Corporation's Executive Incentive Bonus Plan or any successor plan thereto (the "EIBP") in effect from time to time."

6. BY SUBSTITUTING THE FOLLOWING FOR THE FOURTH SENTENCE OF SECTION 3(b):

"It is the intention of the parties that the factors that by the Compensation Committee may consider in determining whether to reduce the amount of bonus payable under the EIBP will include factors similar to those used by the

Board of Directors in administering the Management Incentive Compensation Plan for Key Employees and that, subject to the terms of the EIBP and Executive's satisfactory attainment of the objective and/or subjective performance factors established by the Compensation Committee, the actual amount payable under the EIBP should be in the range of 0% to 260% of Executive's base salary for the fiscal year, but not in excess of amount provided under the EIBP."

7. BY SUBSTITUTING THE FOLLOWING FOR THE FIRST SENTENCE OF SECTION 9(a)(ii):

"The Executive will receive a bonus amount equal to 150% of his base salary in effect in the year of his termination of employment."

Except as specifically amended hereby, the Agreement shall continue in full force and effect as written.

This Amendment may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Amendment as of this 22nd day of March, 2005.

CORPORATION:

IDEX CORPORATION

By _____

Name: Frank J. Notaro
Title: Vice President - General Counsel
and ___Secretary

EXECUTIVE:

Lawrence D. Kingsley

IDEX CORPORATION
STOCK OPTION AGREEMENT

NAME: PLAN: IDEX CORPORATION INCENTIVE AWARD PLAN
ADDRESS: GRANT: OPTION TO PURCHASE _____ SHARES OF
COMMON STOCK

EXERCISE PRICE: \$

TAXPAYER IDENTIFICATION NUMBER: GRANT DATE:

SIGNATURE:

Effective on the Grant Date you have been granted an the option to purchase the number of shares of Common Stock of the Company at the exercise price designated above, in accordance with the provisions of the IDEX Corporation Incentive Award Plan (the "Plan"). This option may be exercised for whole shares only.

This option will vest and may be exercised in accordance with the following schedule:

25% of the shares subject to the option will be vested on the first anniversary of the Grant Date, and 25% shall vest on the date of each anniversary thereafter, with full vesting on the fourth 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 the Company or any of its Subsidiaries, with or without cause or by mutual agreement ("Termination of Service"), your right to vest in your option 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 vest in your option during the Notice Period.

Notwithstanding the foregoing, this option shall be fully vested and be exercisable upon your Termination of Service by reason of death, Disability, or Retirement, or upon a Change in Control of the Company. "Retirement" means your voluntary Termination of Service on or after accruing at least five 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.

The option may not be exercised until vested. Once vested, the option may be exercised in whole or any part, at any time. However, a vested option must be exercised, if at all, prior to the earlier of:

- (a) one year following your Termination of Service with the Company or any of its Subsidiaries by reason of death, Retirement or Disability;
- (b) 90 days following your last day of active employment or service with or for the Company or any Subsidiary for any reason other than death, Disability or Retirement; for this purpose your last day of active employment or service will be deemed to occur on the date of the closing of the sale of all or substantially all of the stock or assets of a Subsidiary for which you are employed at the time of the transaction;
- (c) one year following the effective date of a Change in Control, unless waived by the Committee;
- (d) the tenth anniversary of the Grant Date;

and if not exercised prior thereto shall terminate and no longer be exercisable.

The option will be deemed exercised upon your completing the exercise procedures established by the Company and your payment of the option exercise price per share and any applicable tax withholding to the Company. Payment may be made in cash or such other method as the Company may permit from time to time as set forth in the Plan.

Notwithstanding anything in the Plan to the contrary and in accordance with Section 4.1(b) of the Plan, if you are a resident for tax purposes in Brazil or China (PRC), you may exercise your option only by placing a market sell order with a broker with respect to shares of Common Stock then issuable upon exercise of the option as described in Section 5.1(c) of the Plan.

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 option. You may satisfy your tax obligation, in whole or in part, by either: (i) electing to have the Company withhold shares 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 Common 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 an option; (ii) directly from you by payment of cleared funds; or (iii) by arranging for the sale of some of the shares of Common Stock to which you are entitled following the exercise of your option.

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

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 option is an extraordinary item of compensation outside the scope of your employment contract, if any. As such, the option 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 an option under the Plan represents a mere investment opportunity.

This option 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 an option under the Plan is a one-time benefit and does not create any contractual or other right to receive a grant of options or benefits in lieu of options in the future. Future grants of options, if any, will be at the sole discretion of the Company, including, but not limited to, the timing of the grant, the number of stock options, 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: Frank J. Notaro
Vice President - General Counsel and Secretary

IDEX CORPORATION

RESTRICTED STOCK AWARD AGREEMENT

NAME: PLAN: IDEX CORPORATION INCENTIVE AWARD PLAN
ADDRESS:

GRANT: _____ SHARES OF COMMON STOCK (THE "
RESTRICTED STOCK")

TAXPAYER
IDENTIFICATION NUMBER:

GRANT DATE:

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 (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 fourth 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 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. "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 to be issued one or more stock certificates, registered in your name, evidencing the Restricted Stock of your Restricted Stock Award. Each 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 IDEX Corporation Incentive Award Plan and a Restricted Stock Award Agreement dated [the Grant Date], 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.

Each 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. The Secretary or custodian will issue a receipt to you evidencing the certificates held that are registered in your name. Until such certificates have 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. Following the vesting of any of your Restricted Stock, the Company will cause to be issued and delivered to you certificates evidencing such Restricted Stock, free of the legend provided above.

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: Frank J. Notaro
Vice President - General Counsel and Secretary

IDEX CORPORATION

RESTRICTED STOCK AWARD AGREEMENT

NAME: LAWRENCE D. KINGSLEY
ADDRESS:

PLAN: IDEX CORPORATION INCENTIVE AWARD PLAN

TAXPAYER
IDENTIFICATION NUMBER:

GRANT: 100,000 SHARES OF COMMON STOCK (THE
"RESTRICTED STOCK")

SIGNATURE: _____

GRANT DATE: MARCH 22, 2005

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

25% of the shares of Restricted Stock will vest and no longer be subject to the restrictions of this Agreement on the first anniversary of the Grant Date, and 25% shall vest and no longer be subject to the restrictions of this Agreement on the date of each anniversary thereafter, with full vesting on the fourth 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 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. "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 to be issued one or more stock certificates, registered in your name, evidencing the Restricted Stock of your Restricted Stock Award. Each 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 IDEX Corporation Incentive Award Plan and a Restricted Stock Award Agreement dated [the Grant Date], 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.

Each 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. The Secretary or custodian will issue a receipt to you evidencing the certificates held that are registered in your name. Until such certificates have 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. Following the vesting of any of your Restricted Stock, the Company will cause to be issued and delivered to you certificates

evidencing such Restricted Stock, free of the legend provided above.

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: Frank J. Notaro
Vice President - General Counsel and Secretary