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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: NOVEMBER 4, 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)

36-355336
(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.

Effective November 4, 2005, IDEX Corporation (the "Company") and Lawrence D. Kingsley entered into an amendment to the 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) as amended by the First Amendment to Employment Agreement on March 22, 2005 (filed as Exhibit 10.20(a) to the Company's Current Report filed on Form 8-K dated March 22, 2005) to provide that if Mr. Kingsley's employment is terminated without cause he will be entitled to severance equal to (i) 24 months base salary, (ii) continued medical and health insurance for a period of 24 months (iii) pro rata bonus for the year of termination and (iv) a bonus equal to 200% of his base salary in the year of termination payable over a period of 24 months. In the event Mr. Kingsley is terminated without cause or Mr. Kingsley terminates his employment with good reason, in either case in connection with or within a 24 month period following a change of control of the Company, Mr. Kingsley will receive his full salary and health insurance for a period of 36 months following termination, pro rata bonus for the year of termination and will be entitled to a bonus equal to 300% of base salary payable over a period of 36 months.

A copy of this amendment is filed as Exhibit 10.1 to this Current Report on Form 8-K.

Item 9.01 - Financial Statements and Exhibits.

(c) Exhibits

10.1 Second Amendment to Employment Agreement

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

Dominic A. Romeo
Vice President and
Chief Financial Officer

November 9, 2005

EXHIBIT INDEX

EXHIBIT NUMBER -----	DESCRIPTION -----
10.1	Second Amendment to Employment Agreement

SECOND AMENDMENT
TO
EMPLOYMENT AGREEMENT

THIS AMENDMENT, dated as of November 4, 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") as amended by the First Amendment to the Agreement dated as of March 22, 2005.

B. The Corporation and the Executive desire to amend the Agreement to reflect certain changes to the terms and conditions of Executive's employment by entering into this Second Amendment to the Agreement (this "Amendment").

NOW THEREFORE, in consideration of the foregoing, the Corporation and the Executive agree to further amend the Agreement effective as of September 28, 2005 as follows:

1. Section 9(a) of the Agreement is amended to read as follows:

A. UPON TERMINATION BY THE CORPORATION OTHER THAN FOR CAUSE. UPON THE CORPORATION'S TERMINATION OF THE EXECUTIVE'S EMPLOYMENT FOR OTHER THAN CAUSE, THE CORPORATION WILL PROVIDE THE FOLLOWING:

1. SALARY AND FRINGE BENEFITS. THE EXECUTIVE WILL RECEIVE HIS FULL SALARY AND FRINGE BENEFITS THROUGH THE EFFECTIVE DATE OF TERMINATION TOGETHER WITH ANY UNPAID BONUS FOR A PRIOR PERIOD. THE EXECUTIVE WILL ALSO RECEIVE (I) HIS FULL SALARY, AND (II) MEDICAL AND HEALTH INSURANCE (MEDICAL AND HEALTH INSURANCE IS HEREINAFTER REFERRED TO AS "FRINGE BENEFITS") AS IN EFFECT ON THE DATE OF EITHER THE CORPORATION'S OR THE EXECUTIVE'S RECEIPT OF A NOTICE OF TERMINATION FROM THE OTHER PARTY FOR A PERIOD OF 24 MONTHS BEGINNING WITH THE MONTH NEXT FOLLOWING THE MONTH DURING WHICH HIS EMPLOYMENT TERMINATES. IF THE EXECUTIVE DIES DURING THE 24 MONTH PERIOD, THE BALANCE OF THE SALARY PAYMENTS WILL BE PAID AS PROVIDED IN SECTION 15 AND ANY DEPENDENT HEALTH OR MEDICAL FRINGE BENEFITS WILL BE PROVIDED FOR THE BALANCE OF THE 24 MONTH PERIOD.

2. BONUS. THE EXECUTIVE WILL RECEIVE A BONUS AMOUNT EQUAL TO THE 200% OF HIS BASE SALARY IN EFFECT IN THE YEAR OF THE TERMINATION OF HIS EMPLOYMENT. THIS AMOUNT WILL BE PAID IN 24 EQUAL MONTHLY PAYMENTS BEGINNING WITH THE MONTH NEXT FOLLOWING THE MONTH DURING WHICH HIS EMPLOYMENT TERMINATES. ADDITIONALLY, THE EXECUTIVE WILL RECEIVE A BONUS AMOUNT EQUAL TO THE AMOUNT DETERMINED BY MULTIPLYING THE BONUS AMOUNT DETERMINED UNDER THE EIBP BY A FRACTION THE NUMERATOR OF WHICH IS THE NUMBER OF FULL AND PARTIAL CALENDAR MONTHS OF SERVICE IN THE CALENDAR YEAR THAT INCLUDES THE DATE OF THE TERMINATION OF HIS EMPLOYMENT AND THE DENOMINATOR OF WHICH IS 12. THIS AMOUNT WILL BE PAID AT THE TIME PAYMENT IS CUSTOMARILY MADE UNDER THE EIBP.

3. ACCRUED VACATION. THE EXECUTIVE WILL RECEIVE PAYMENT FOR ACCRUED BUT UNUSED VACATION, WHICH PAYMENT WILL BE EQUITABLY PRORATED BASED ON THE PERIOD OF ACTIVE EMPLOYMENT FOR THAT PORTION OF THE FISCAL YEAR IN WHICH THE EXECUTIVE'S TERMINATION OF EMPLOYMENT BECOMES EFFECTIVE. PAYMENT FOR ACCRUED BUT UNUSED VACATION WILL BE PAYABLE IN ONE LUMP SUM ON THE EFFECTIVE DATE OF THE TERMINATION OF EMPLOYMENT (OR AS SOON THEREAFTER AS PRACTICABLE).

4. EQUITY COMPENSATION. THE INDUCEMENT OPTIONS WILL BECOME FULLY VESTED AND WILL BE EXERCISABLE ACCORDING TO THE TERMS OF THE OPTION AGREEMENT AND THE INDUCEMENT RESTRICTED STOCK AWARD WILL BECOME FULLY VESTED.

2. Section 9(e) of the Agreement is amended to read as follows:

UPON TERMINATION FOLLOWING A CHANGE IN CONTROL. UPON THE EXECUTIVE'S TERMINATION OF EMPLOYMENT BY THE CORPORATION WITHOUT CAUSE OR THE EXECUTIVE'S TERMINATION WITH GOOD REASON WHICH, IN EITHER CASE, OCCURS IN CONTEMPLATION OF OR WITHIN THE 24 MONTH PERIOD FOLLOWING A CHANGE IN CONTROL, THE CORPORATION WILL PROVIDE THE FOLLOWING:

5. SALARY AND FRINGE BENEFITS. THE EXECUTIVE WILL RECEIVE HIS FULL SALARY AND FRINGE BENEFITS THROUGH THE EFFECTIVE DATE OF TERMINATION TOGETHER WITH ANY UNPAID BONUS FOR A PRIOR PERIOD. THE EXECUTIVE WILL ALSO RECEIVE HIS FULL SALARY AND FRINGE BENEFITS, AS IN EFFECT ON THE EFFECTIVE DATE OF TERMINATION, FOR A PERIOD OF 36 MONTHS BEGINNING WITH THE MONTH NEXT FOLLOWING THE MONTH DURING WHICH HIS EMPLOYMENT TERMINATES. IF THE EXECUTIVE DIES DURING THE 36 MONTH PERIOD, THE BALANCE OF THE SALARY PAYMENTS WILL BE PAID AS PROVIDED IN SECTION 15 AND ANY DEPENDENT HEALTH OR MEDICAL FRINGE BENEFITS WILL BE PROVIDED FOR THE BALANCE OF THE 36 MONTH PERIOD.

6. BONUS. THE EXECUTIVE WILL RECEIVE A BONUS AMOUNT EQUAL TO THE 300% OF HIS BASE SALARY IN EFFECT IN THE YEAR OF THE TERMINATION OF HIS EMPLOYMENT. THIS AMOUNT WILL BE PAID IN 36 EQUAL MONTHLY PAYMENTS BEGINNING WITH THE MONTH NEXT FOLLOWING THE MONTH DURING WHICH HIS EMPLOYMENT TERMINATES. ADDITIONALLY, THE EXECUTIVE WILL RECEIVE A BONUS AMOUNT EQUAL TO THE AMOUNT DETERMINED BY MULTIPLYING THE BONUS AMOUNT DETERMINED UNDER THE EIBP BY A FRACTION THE NUMERATOR OF WHICH IS THE NUMBER OF FULL AND PARTIAL CALENDAR MONTHS OF SERVICE IN THE CALENDAR YEAR THAT INCLUDES THE DATE OF THE TERMINATION OF HIS EMPLOYMENT AND THE DENOMINATOR OF WHICH IS 12. THIS AMOUNT WILL BE PAID AT THE TIME PAYMENT IS CUSTOMARILY MADE UNDER THE EIBP.

7. ACCRUED VACATION. THE EXECUTIVE WILL RECEIVE PAYMENT FOR ACCRUED BUT UNUSED VACATION, WHICH PAYMENT WILL BE EQUITABLY PRORATED BASED ON THE PERIOD OF ACTIVE EMPLOYMENT FOR THAT PORTION OF THE FISCAL YEAR IN WHICH THE EXECUTIVE'S TERMINATION OF EMPLOYMENT BECOMES EFFECTIVE. PAYMENT FOR ACCRUED BUT UNUSED VACATION WILL BE PAYABLE IN ONE LUMP SUM ON THE EFFECTIVE DATE OF THE TERMINATION OF EMPLOYMENT (OR AS SOON THEREAFTER AS PRACTICABLE).

8. EQUITY COMPENSATION. THE INDUCEMENT OPTIONS WILL VEST AND WILL BE EXERCISABLE IN THE MANNER PROVIDED UNDER THE TERMS OF THE OPTION PLAN UNDER WHICH THEY WERE GRANTED. THE INDUCEMENT RESTRICTED STOCK AWARD WILL BECOME FULLY VESTED.

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

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 4th day of November, 2005.

CORPORATION:

IDEX CORPORATION

By /s/ Frank J. Notaro

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

EXECUTIVE:

/s/ Lawrence D. Kingsley

Lawrence D. Kingsley