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

FORM 10-Q

(Mark One)

[X] QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended June 30, 2003

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 1-12981

AMETEK, Inc.

(Exact name of registrant as specified in its charter)

DELAWARE	14-1682544
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

37 North Valley Road, Building 4, P.O. Box 1764, Paoli, Pennsylvania 19301-0801

(Address of principal executive offices)
(Zip Code)

Registrant's telephone number, including area code 610-647-2121

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 [X] No [ ]

Indicate by check mark whether the Registrant is an accelerated filer (as defined in Rule 12b-2 of the Act). Yes [X] No [ ]

The number of shares of the issuer's common stock outstanding as of the latest practicable date was: Common Stock, $0.01 Par Value, outstanding at July 31, 2003 was 33,097,375 shares.

AMETEK, INC.
FORM 10-Q
TABLE OF CONTENTS

PART I. FINANCIAL INFORMATION

Item 1. Financial Statements

AMETEK, Inc.
CONSOLIDATED STATEMENT OF INCOME (Unaudited)
(In thousands, except per share amounts)

	Three months ended June 30,		Six months ended June 30,	
	2003	2002	2003	2002
Net sales	$ 276,870	$ 267,426	$ 544,401	$ 530,984
Expenses:				
Cost of sales, excluding depreciation	201,285	194,420	396,349	386,206
Selling, general and administrative	28,252	27,009	55,567	54,784
Depreciation	8,593	8,293	17,068	15,856
Total expenses	238,130	229,722	468,984	456,846
Operating income	38,740	37,704	75,417	74,138
Other income (expenses):				
Interest expense	(6,335)	(6,383)	(12,967)	(13,277)
Other, net	(212)	86	(1,099)	(110)
Income before income taxes	32,193	31,407	61,351	60,751
Provision for income taxes	10,377	10,082	19,817	19,761
Net income	$ 21,816	$ 21,325	$ 41,534	$ 40,990
Basic earnings per share	$ 0.66	$ 0.65	$ 1.26	$ 1.25
Diluted earnings per share	$ 0.65	$ 0.63	$ 1.24	$ 1.22
Average common shares outstanding:				
Basic shares	32,891	32,991	32,936	32,894
Diluted shares	33,577	33,797	33,611	33,700
Dividends per share	$ 0.06	$ 0.06	$ 0.12	$ 0.12

See accompanying notes.

AMETEK, Inc.
CONSOLIDATED BALANCE SHEET
(In thousands)

	June 30, 2003 (unaudited)	December 31, 2002
ASSETS		
Current assets:		
Cash and cash equivalents	$ 26,808	$ 13,483
Marketable securities	7,988	8,320
Receivables, less allowance for possible losses	190,829	175,230
Inventories	140,536	129,451
Deferred income taxes	11,301	10,005
Other current assets	15,929	14,080
Total current assets	393,391	350,569
Property, plant and equipment, at cost	612,931	587,331
Less accumulated depreciation	(404,220)	(383,002)
	208,711	204,329
Goodwill, net of accumulated amortization	488,927	391,947
Investments and other assets	88,845	83,161
Total assets	$ 1,179,874	$ 1,030,006
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Short-term borrowings and current portion of long-term debt	$ 94,159	$ 110,422
Accounts payable	93,900	81,108
Accruals	90,858	69,890
Total current liabilities	278,917	261,420
Long-term debt	359,326	279,636
Deferred income taxes	47,340	41,233
Other long-term liabilities	29,225	27,536
Stockholders' equity :		
Common stock	341	339
Capital in excess of par value	18,138	14,045
Retained earnings	502,303	464,731
Accumulated other comprehensive losses	(25,883)	(34,719)
Treasury stock	(29,833)	(24,215)
	465,066	420,181
Total liabilities and stockholders' equity	$ 1,179,874	$ 1,030,006

See accompanying notes.

AMETEK, Inc.
CONDENSED CONSOLIDATED STATEMENT OF CASH FLOWS
(Unaudited)
(In thousands)

	Six months ended June 30, 2003	Six months ended June 30, 2002
Cash provided by (used for):		
Operating activities:		
Net income	$ 41,534	$ 40,990
Adjustments to reconcile net income to total operating activities:		
Depreciation and amortization	17,541	16,268
Deferred income taxes	5,130	619
Net change in assets and liabilities	13,670	5,392
Other	(1,621)	(6,535)
Total operating activities	76,254	56,734
Investing activities:		
Additions to property, plant and equipment	(7,998)	(7,937)
Purchase of businesses	(114,259)	-
Other	2,108	(5,999)
Total investing activities	(120,149)	(13,936)
Financing activities:		
Net change in short-term borrowings	(16,382)	(44,708)
Additional long-term borrowings	78,682	-
Repurchases of common stock	(5,848)	-
Cash dividends paid	(3,963)	(3,947)
Proceeds from stock options and other	4,731	7,140
Total financing activities	57,220	(41,515)
Increase in cash and cash equivalents	13,325	1,283
Cash and cash equivalents:		
As of January 1	13,483	14,139
As of June 30	$ 26,808	$ 15,422

See accompanying notes.

Note 1 - Financial Statement Presentation

The accompanying consolidated financial statements are unaudited. The Company believes that all adjustments (which consist of normal recurring accruals) necessary for a fair presentation of the consolidated financial position of the Company at June 30, 2003, and the consolidated results of its operations and cash flows for the three and six-month periods ended June 30, 2003 and 2002 have been included. Quarterly results of operations are not necessarily indicative of results for the full year. Certain amounts appearing in the prior year's financial statements have been reclassified to conform with the current year's presentation. Quarterly financial statements should be read in conjunction with the financial statements and related notes presented in the Company's annual report on Form 10-K for the year ended December 31, 2002 as filed with the Securities and Exchange Commission.

Note 2 - Recent Accounting Pronouncements

In May, 2003, the Financial Accounting Standards Board ("FASB") issued Statement of Financial Accounting Standards ("SFAS") No. 150, "Accounting for Certain Instruments with Characteristics of Both Liabilities and Equity." SFAS No. 150 establishes standards for classification of certain freestanding financial instruments that have characteristics of both liabilities and equity. It also requires that an issuer classify a financial instrument that is within its scope, which may have previously been reported as equity, as a liability (or an asset in some circumstances). SFAS No. 150 is effective for financial instruments entered into or modified after May 31, 2003 and is otherwise effective at the beginning of the first interim period beginning after June 15, 2003. The adoption of SFAS No. 150 is not expected to have any material effect on the Company's consolidated results of operations, financial position, or cash flows.

In January 2003, the FASB issued Interpretation No. 46, "Consolidation of Variable Interest Entities" ("FIN No. 46"). FIN No. 46 requires a company to consolidate a variable interest entity if it is designated as the primary beneficiary of that entity even if the company does not have a majority of its voting interest. A variable interest entity is generally defined as an entity who does not have the characteristics of a controlling financial interest or do not have sufficient equity for the entity to finance its activities without additional subordinated financial support from other parties, or whose owners lack risk and reward ownership. FIN No. 46 also has a disclosure requirement for all variable interest entities of a company, even if the company is not the primary beneficiary. FIN No. 46 is applicable to variable interest entities created after January 31, 2003. Variable interest entities in which an interest in a variable interest entity was created before February 1, 2003 shall apply the provisions of FIN No. 46 effective July 1, 2003. The Company is still evaluating the effects of adopting FIN No. 46.

Effective January 1, 2003, the Company adopted SFAS No. 143, "Accounting for Asset Retirement Obligations." SFAS No. 143 addresses financial accounting and reporting for legal obligations associated with the retirement of tangible long-lived assets that result from the acquisition, construction, development and normal operation of a long-lived asset. SFAS No. 143 requires that the fair value of a liability for an asset retirement obligation be recognized in the period in which it is incurred, if a reasonable estimate of fair value can be made. The associated asset retirement costs are capitalized as a part of the carrying amount of the long-lived asset and subsequently allocated to expense over the asset's useful life. The adoption of SFAS No. 143 had no effect on the Company's consolidated results of operations, financial position, or cash flows.

Effective January 1, 2003, the Company adopted SFAS No. 146, "Accounting for Costs Associated with Exit or Disposal Activities". SFAS No. 146 replaces EITF Issue No. 94-3, "Liability Recognition for Certain Employee Termination Benefits and Other Costs to Exit an Activity (including Certain Costs Incurred in a Restructuring)." Among other things, SFAS No. 146 requires that a liability for a cost associated with an exit or disposal activity be recognized when the liability is incurred instead of at the date of an entity's commitment to an exit plan, as under EITF Issue No. 94-3. The adoption of SFAS No. 146 had no effect on the Company's consolidated results of operations, financial position, or cash flows in the quarter.

In November 2002, the FASB issued Interpretation No. 45, "Guarantor's Accounting and Disclosure Requirements for Guarantees, Including Indirect Guarantees of Indebtedness of Others," ("FIN No. 45"). FIN No. 45 requires that upon issuance of a guarantee, the entity must recognize a liability for the fair value of the obligation it assumes under that guarantee. This interpretation is intended to improve the comparability of financial reporting, by requiring identical accounting for guarantees issued with separately identified consideration and guarantees issued without separately identified consideration. The disclosure required by FIN No. 45, is included in Note 10, "Guarantees." The Company adopted the recognition and measurement provisions of FIN No. 45 effective January 1, 2003 for guarantees issued or modified after December 31, 2002. The Company does not provide significant guarantees on a routine basis. As a result, the adoption of FIN No. 45 did not have an impact on the Company's financial statements.

Note 3 - Earnings Per Share

The calculation of basic earnings per share for the three and six-month periods ended June 30, 2003 and 2002 are based on the average number of common shares considered outstanding during the periods. Diluted earnings per share for such periods reflect the effect of all potentially dilutive securities (primarily outstanding common stock options). The following table presents the number of shares used in the calculation of basic earnings per share and diluted earnings per share for the periods:

	Weighted average shares (In thousands)			
	Three months ended June 30,		Six months ended June 30	
	2003	2002	2003	2002
Basic shares	32,891	32,991	32,936	32,894
Stock option and award plans	686	806	675	806
Diluted shares	33,577	33,797	33,611	33,700

Note 4 - Acquisitions

In January, 2003, the Company acquired Airtechnology Holdings Limited (Airtechnology) from Candover Partners Limited, for approximately 50.0 million British pounds sterling, or $79.8 million in cash, subject to adjustment. Airtechnology is a supplier of motors, fans and environmental control systems for the aerospace and defense markets. Airtechnology generated sales of approximately 29.0 million British pounds sterling, or $46.0 million in 2002. Airtechnology is a part of the Company's Electromechanical Group.

Effective February 28, 2003, the Company acquired Solidstate Controls, Inc. (SCI) from the Marmon Industrial Companies LLC for approximately $34.5 million in cash, subject to adjustment. SCI is a leading supplier of uninterruptible power supply systems for the process and power generation industries. SCI generated sales of approximately $45.0 million in 2002. SCI is a part of the Company's Electronic Instruments Group.

The operating results of the above acquisitions are included in the Company's consolidated results from their respective dates of acquisition.

The acquisitions have been accounted for using the purchase method in accordance with SFAS No. 141, "Business Combinations." The following table presents the tentative allocation of the aggregate purchase price for the 2003 acquisitions based on their estimated fair values:

	In millions
Net working capital	$ 8.3
Property, plant and equipment	8.6
Goodwill	92.2
Other assets	5.2
Total net assets	$ 114.3

The amount allocated to goodwill is reflective of the benefit the Company expects to realize from expanding its presence in high-end technical motors through Airtechnology and the process and power generation industries through SCI.

Of the $5.2 million in other assets, $5.0 million was assigned to intangibles, other than goodwill, with estimated remaining lives of periods up to 10 years.

The Company is in the process of completing third party valuations of certain tangible and intangible assets acquired with the new businesses. Therefore, the allocation of purchase price to these acquisitions is subject to revision.

The following table provides pro forma results of operations for the periods noted below, as if the acquisitions had been made as of January 1, 2002. The pro forma amounts are not necessarily indicative of the results that would have occurred if the acquisitions had been completed on the date indicated. Pro forma net sales, net income and diluted earnings per share would not have been materially different than the amounts reported in the consolidated statement of income for the three and six-month periods ended June 30, 2003.

	Pro Forma Results of Operations (In millions, except per share)	
	Three months ended June 30, 2002	Six months ended June 30, 2002
Net sales	$ 289.5	$ 572.8
Net income	$ 22.4	$ 42.4
Diluted earnings per share	$ 0.66	$ 1.26

Note 5 - Goodwill

The balance of goodwill as of June 30, 2003 and December 31, 2002 was $488.9 million and $391.9 million, respectively. Goodwill by segment at the respective dates were (in millions):

	June 30, 2003	December 31, 2002
Electronic Instruments Group	$ 274.6	$ 244.1
Electromechanical Group	214.3	147.8
Total	$ 488.9	$ 391.9

The increase in goodwill since December 31, 2002 relates primarily to the two acquisitions previously discussed, and the translation effect of changes in foreign currency exchange rates during the period.

Note 6 - Inventories

The estimated components of inventory stated at lower of LIFO cost or market are:

	(In thousands)	
	June 30, 2003	December 31, 2002
Finished goods and parts	$ 32,729	$ 26,819
Work in process	34,582	33,054
Raw materials and purchased parts	73,225	69,578
	$ 140,536	$ 129,451

Inventory increased $11.1 million from December 31, 2002 to June 30, 2003. Inventory acquired with the two new businesses, previously discussed, was the reason for the increase.

Note 7 - Comprehensive Income

Comprehensive income includes all changes in stockholders' equity during a period except those resulting from investments by and distributions to stockholders. The following table presents comprehensive income for the three and six-month periods ended June 30, 2003 and 2002:

	(In thousands)			
	Three months ended June 30,		Six months ended June 30,	
	2003	2002	2003	2002
Net income	$ 21,816	$ 21,325	$ 41,534	$ 40,990
Foreign currency translation adjustment	7,767	6,808	8,030	4,975
Unrealized gain on marketable securities	792	69	806	137
Total comprehensive income	$ 30,375	$ 28,202	$ 50,370	$ 46,102

Note 8 - Segment Disclosure

The Company has two reportable business segments, the Electronic Instruments Group and the Electromechanical Group. The Company organizes its businesses primarily on the basis of product type, production processes, distribution methods, and management organizations.

At June 30, 2003, there were no significant changes in identifiable assets of reportable segments from the amounts disclosed at December 31, 2002, nor were there any changes in the basis of segmentation, or in the measurement of segment operating results. Operating information relating to the Company's reportable segments for the three and six-month periods ended June 30, 2003 and 2002 can be found in the table on page 12 in the Management's Discussion & Analysis section of this Report.

Note 9 - Pro Forma Stock-Based Compensation

The Company applies Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees," in accounting for its stock option plans, which recognizes expense based on the intrinsic value at the date of grant. Since stock options have been issued with the exercise price per share equal to the fair market value per share at the date of grant, no compensation expense has resulted. Had the Company accounted for stock options in accordance with the fair value method prescribed by SFAS No. 123 "Accounting for Stock-Based Compensation," the Company would have reported the following pro forma results for the second quarter and six months ended June 30, 2003 and 2002:

	(In thousands, except per share data)			
	Three months ended June 30,		Six months ended June 30,	
	2003	2002	2003	2002
Net Income				
Net income, as reported	$ 21,816	$ 21,325	$ 41,534	$ 40,990
Deduct total stock-based compensation expense, determined under the fair value method of SFAS 123, net of tax	(951)	(912)	(1,687)	(1,555)
Pro forma net income	$ 20,865	$ 20,413	$ 39,847	$ 39,435
Net income per share				
Basic:				
As reported	$ 0.66	$ 0.65	$ 1.26	$ 1.25
Pro forma	$ 0.63	$ 0.62	$ 1.21	$ 1.20
Diluted:				
As reported	$ 0.65	$ 0.63	$ 1.24	$ 1.22
Pro forma	$ 0.63	$ 0.61	$ 1.20	$ 1.18

Note 10 - Guarantees

The Company does not provide significant guarantees on a routine basis. The Company primarily issues guarantees, stand-by letters of credit and surety bonds in the ordinary course of its business to provide financial or performance assurance to third parties on behalf of its consolidated subsidiaries to support or enhance the subsidiary's stand-alone creditworthiness. The amounts subject to certain of these agreements vary depending on the covered contracts actually outstanding at any particular point in time. The maximum amount of future payment obligations relative to these various guarantees was approximately $39 million, and the outstanding liabilities under those guarantees was approximately $26 million, which is recorded in the accompanying balance sheet at June 30, 2003. These guarantees expire in 2003 through 2006.

Indemnifications

In conjunction with certain acquisition and divestiture transactions, the Company may agree to make payments to compensate or indemnify other parties for possible future unfavorable financial consequences resulting from specified events (e.g., breaches of contract obligations, or retention of previously existing environmental, tax or employee liabilities) whose terms range in duration and often are not explicitly defined. Where appropriate, the obligation for such indemnifications is recorded as a liability. Because the amount of these types of indemnifications generally is not specifically stated, the overall maximum amount of the obligation under such indemnifications cannot be reasonably estimated. Further, the Company indemnifies its directors and officers who are or were serving at the Company's request in such capacities. Historically, any such costs incurred to settle claims related to these indemnifications have been minimal for the Company. The Company believes that future payments, if any, under all existing indemnification agreements would not have a material impact on its results of operations, financial position, or cash flows.

Product Warranties

The Company provides limited warranties in connection with the sale of its products. The warranty periods for products sold varies widely among the Company's operations, but for the most part do not exceed one year. The Company calculates its warranty expense provision based on past warranty experience and adjustments are made periodically to reflect actual warranty expenses.

The change in the carrying amount of the Company's accrued product warranty obligation from December 31, 2002 to June 30, 2003 was as follows (in thousands):

Balance as of December 31, 2002	$ 6,432
Accruals for warranties issued during the period	2,347
Settlements made during the period	(2,570)
Changes in liability for pre-existing warranties, including expirations during the period	(562)
Warranty accruals related to 2003 acquisitions	1,227
Balance as of June 30, 2003	$ 6,874

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

RESULTS OF OPERATIONS

The following table sets forth sales and income by reportable segment, and consolidated operating income and pretax income:

	Three months ended June 30, 2003	Three months ended June 30, 2002	Six months ended June 30, 2003	Six months ended June 30, 2002
	(Dollars in thousands)			
Net sales				
Electronic Instruments	$ 137,363	$ 135,308	$ 270,964	$ 272,109
Electromechanical	139,507	132,118	273,437	258,875
Consolidated net sales	$ 276,870	$ 267,426	$ 544,401	$ 530,984
Operating income and income before income taxes				
Electronic Instruments	$ 21,885	$ 20,657	$ 41,867	$ 41,616
Electromechanical	21,690	21,864	43,491	42,437
Total segment operating income	43,575	42,521	85,358	84,053
Corporate and other	(4,835)	(4,817)	(9,941)	(9,915)
Consolidated operating income	38,740	37,704	75,417	74,138
Interest and other expenses, net	(6,547)	(6,297)	(14,066)	(13,387)
Consolidated income before income taxes	$ 32,193	$ 31,407	$ 61,351	$ 60,751

Operations for the second quarter of 2003 compared with the second quarter of 2002

In the second quarter of 2003, the economic slowdown impacting the manufacturing sector continued to adversely affect many of the Company's businesses. Net sales for the second quarter of 2003 were $276.9 million, an increase of $9.4 million, or 3.5%, compared with second quarter 2002 net sales of $267.4 million. Favorable foreign currency translation effects represented approximately $7.3 million of the sales increase. Net sales for the Electronic Instruments Group (EIG) increased $2.1 million or 1.5% for the second quarter of 2003, primarily due to the February 2003 acquisition of Solidstate Controls (SCI), strength in the Group's high-end analytical instrumentation businesses and favorable foreign currency translation impacts, partially offset by weakness in the aerospace and power markets. Net sales for the Electromechanical Group (EMG) were up $7.4 million or 5.6% in the second quarter of 2003 primarily driven by the January 2003 acquisition of Airtechnology and favorable foreign currency translation impacts, partially offset by continued adverse market conditions in the domestic floor care markets, although the European floor care market continues to be strong. Sales by the Company's base businesses (businesses other than the 2003 acquisitions), in the second quarter of 2003 showed a 4.9% reduction when compared with the same period in 2002. International sales were $115.1 million, or 41.6% of consolidated sales, in the second quarter of 2003, compared with 34.9% of consolidated sales in the same period of 2002. International sales by the businesses acquired in the first quarter of 2003 primarily accounted for the increase.

RESULTS OF OPERATIONS (CONTINUED)

Segment operating income for the second quarter of 2003 was $43.6 million, an increase of $1.1 million or 2.5% from $42.5 million in the second quarter of 2002. Segment operating income, as a percentage of sales, decreased to 15.7% of sales in the second quarter of 2003 from 15.9% of sales in the second quarter of 2002. The increase in segment operating income was the result of a profit contribution from the 2003 acquisitions, as well as the Company's operational excellence initiatives, including continued movement of manufacturing to low-cost locales and cost reduction programs. Partially offsetting the segment operating income increase was the impact of lower sales by the Company's base businesses, and a $2.9 million increase in pension costs, general business insurance and medical expenses in the second quarter of 2003 when compared with the second quarter of 2002.

Selling, general and administrative expenses were $28.3 million in the second quarter of 2003, an increase of $1.2 million or 4.6%, when compared with the second quarter of 2002. Selling expenses, as a percentage of sales, remained essentially flat at 8.4% in the second quarter of 2003, compared with the same period in 2002. Higher selling expenses of the acquired businesses more than offset lower selling expense of the Company's base businesses. Second quarter 2003 selling expenses of base businesses declined 4.3% compared with the same period in 2002 as a result of a continued focus on cost reduction initiatives.

Corporate expenses for the second quarter of 2003 were $4.8 million, essentially unchanged from the same period in 2002. Corporate expenses represented 1.7% of sales for second quarter of 2003, a slight improvement when compared with the second quarter of 2002. The improvement was a result of the Company's cost reduction initiatives, partially offset by higher insurance and pension costs. After deducting corporate expenses, consolidated operating income totaled $38.7 million, or 14.0% of sales for the second quarter of 2003, compared with $37.7 million, or 14.1% of sales for the second quarter of 2002, an increase of $1.0 million, or 2.7%.

Interest expense decreased slightly to $6.3 million in the second quarter of 2003, from $6.4 million for the same quarter of 2002. The decrease was a result of lower interest rates partially offset by higher average debt levels to fund the first quarter 2003 acquisitions. Other expenses were $0.2 million in the second quarter of 2003, compared with other income of $0.1 million in the same quarter of 2002. The $0.3 million increase in other expenses is primarily due to expenses related to acquisition candidates not consummated.

Net income for the second quarter of 2003 totaled $21.8 million, an increase of 2.3% from $21.3 million in the second quarter of 2002. Diluted earnings per share rose 3.2% to $0.65 per share, compared with $0.63 per share for the same quarter of 2002.

RESULTS OF OPERATIONS (CONTINUED)

Segment Results

Electronic Instruments Group (EIG) net sales totaled $137.4 million in the second quarter of 2003, an increase of $2.1 million or 1.5% from the same quarter of 2002. Net sales increased in the second quarter of 2003 due to the acquisition of SCI, favorable foreign currency translation impacts of approximately $1.8 million, and strength in the Group's high-end analytical instrumentation businesses, partially offset by weakness in the aerospace and power markets. Sales by the Group's base businesses for the second quarter of 2003 decreased 6.8% when compared with the same period in 2002.

Operating income of EIG was $21.9 million for the second quarter of 2003, an increase of $1.2 million or 5.9% when compared with the second quarter of 2002. The increase in operating income was primarily driven by the SCI acquisition and overall strength in the Group's process and industrial products businesses, partially offset by the impact of lower sales by the Group's base businesses, and an increase of approximately $2.0 million in pension costs and insurance expense for EIG, and weakness in the aerospace and power markets. Operating margins were 15.9% of sales in the second quarter of 2003 compared with operating margins of 15.3% of sales in the second quarter of 2002. Group operating margins in the second quarter of 2003 were favorably impacted due to cost reduction initiatives.

Electromechanical Group (EMG) net sales totaled $139.5 million in the second quarter 2003, an increase of $7.4 million or 5.6% from the same quarter in 2002. The sales increase was primarily the result of the Airtechnology acquisition and favorable currency translation impacts of approximately $5.5 million, partially offset by the continued soft domestic floor-care market. Sales by base businesses in this Group showed a declined of 2.9% when compared with the second quarter of 2002.

Operating income of EMG was $21.7 million for the second quarter of 2003, down slightly from $21.9 million in the second quarter of 2002. Operating income was negatively impacted by the impact of lower sales by the Group's base businesses, severance costs, higher than anticipated benefit costs, and continued weakness in the domestic floor-care market, partially offset by a profit contribution from the Airtechnology acquisition. Group operating income as a percentage of sales for the second quarter of 2003 was 15.5%, compared with a higher than normal 16.5% margin in the second quarter of 2002.

Operations for the first six months of 2003 compared with the first six months of 2002.

In the first six months of 2003, the economic slowdown continued to impact many of the Company's businesses. Net sales for the first six months of 2003 were $544.4 million, an increase of $13.4 million, when compared with net sales of $531.0 million reported for the first six months of 2002. Favorable foreign currency translation effects, the acquisition of new businesses, reduced by lower sales by base businesses accounted for the sales increase. EIG's net sales decreased by $1.1 million or 0.4% to $271.0 million for the first six months of 2003. EIG's sales decrease was due to continued weak market conditions in the aerospace and power markets, partially offset by the recent acquisition of SCI, strength in the Group's high-end analytical

RESULTS OF OPERATIONS (CONTINUED)

instrumentation businesses and favorable foreign currency translation impacts. EMG's net sales increased $14.6 million or 5.6% to $273.4 million for the first six months of 2003 primarily from the Airtechnology acquisition and favorable currency translation impacts, partially offset by continued weakness in the domestic floor-care market. The Company's European floor care motor business continues to be strong. Sales by the Company's base businesses for the first six months of 2003 showed a 4.0% reduction when compared with the same period in 2002. International sales were $222.2 million, or 40.8% of consolidated sales, for the six months ended June 30, 2003, compared to $181.6 million, or 34.3% of consolidated sales, for the comparable period in 2002. The 2003 acquisitions primarily accounted for the increase in international sales.

New orders for the six months ended June 30, 2003 were $595.3 million, compared with $515.7 million for the same period in 2002, an increase of $79.6 million, or 15.4%. The Company's backlog of unfilled orders at June 30, 2002 was $291.8 million, compared with $240.9 million at December 31, 2002. The increase in orders and backlog resulted primarily from the two acquisitions in the first quarter of 2003, as previously mentioned.

Segment operating income for the first six months of 2003 was $85.4 million, an increase of $1.3 million, or 1.6% compared with the same period in 2002. The increase was the result of the profit contribution from the 2003 acquisitions, as well as the Company's operational excellence initiatives, including continued movement of manufacturing to low-cost locales and ongoing cost reduction programs. Partially offsetting the segment operating income increase was the impact of lower sales by the Company's base businesses, and a $4.6 million increase in pension costs, general business insurance and medical expenses in the first six months of 2003 when compared with the same period of 2002. Higher levels of these costs and expenses are expected to continue through the remainder of 2003.

Selling, general and administrative expenses were $55.6 million for the first six months of 2003, an increase of $0.8 million or 1.4%, when compared with the same period in 2002. Selling expenses, as a percentage of sales, improved slightly to 8.4% for the first six months of 2003, compared with the same period in 2002. Lower selling expenses by the Company's base businesses were more than offset by higher selling expenses of the acquired businesses. Base business selling expenses declined 5.4% for the six month period ended June 30, 2003, compared with the same period in 2002, as a result of a continued focus on cost reduction initiatives.

Corporate expenses were $9.9 million for the first six months of 2003, which is unchanged from the same period in 2002. As a percentage of sales such expenses were reduced slightly to 1.8% compared with the same period in 2002. Higher insurance expenses and pension costs were more than offset by cost reductions.

Consolidated operating income was $75.4 million, an increase of $1.3 million or 1.7% when compared with the same period in 2002. This represents an operating margin of 13.9% for the first six months of 2003 compared with 14.0% for the same period in 2002.

RESULTS OF OPERATIONS (CONTINUED)

Interest expense was $13.0 million for the first six months of 2003, a decrease of $0.3 million or 2.3% when compared with the first six months of 2002. Interest expense decreased as a result of lower interest rates, partially offset by higher average debt levels to fund the first quarter of 2003 acquisitions. Other expenses were $1.1 million for the first six months of 2003, compared with $0.1 million for the same period of 2002. The $1.0 million increase in other expenses was primarily the result of the writedown of marketable securities owned by the Company's insurance subsidiary in the first quarter of 2003, which were deemed to be other-than-temporarily impaired.

The effective tax rate for the first six months of 2003 was 32.3% compared with 32.5% for the first six months of 2002. The lower tax rate in 2003 is primarily attributable to foreign operations and the continued implementation of favorable tax planning initiatives.

Net income for the first six months of 2003 was $41.5 million, or $1.24 per share on a diluted basis, compared with net income of $41.0 million, or $1.22 per diluted share for the first six months of 2002.

Segment Results

Electronic Instruments Group (EIG) net sales were $271.0 million for the first half of 2003, a decrease of $1.1 million or 0.4% compared with the same period of 2002. The sales decrease for the first six months of 2003 was due to weakness in the aerospace and power markets, partially offset by the acquisition of SCI in the first quarter of 2003, strength in the Group's high-end analytical instrumentation businesses and favorable foreign currency translation impacts. EIG's sales by its base businesses for the first six months of 2003 were 6.0% lower when compared with the same period in 2002.

EIG's operating income for the first half of 2003 totaled $41.9 million, a slight increase of $0.3 million or 0.6% compared with the first half of 2002. The improvement was driven by the SCI acquisition and strength in the Group's high-end analytical instrumentation businesses, partially offset by the impact of lower sales by the Group's base businesses, and by weakness in the aerospace and power markets, as well as an increase of approximately $3.4 million in pension costs and insurance expenses, noted above. Operating margins were 15.5% of sales in the first six months of 2003 compared with operating margins of 15.3% of sales in the comparable period in 2002. The higher margin in 2003 was primarily the result of continuing cost reduction initiatives.

In the Electromechanical Group (EMG) net sales totaled $273.4 million for the first six months of 2003, an increase of $14.6 million or 5.6% compared with the same period in 2002. The sales increase was the result of the Airtechnology acquisition and favorable foreign currency translation impact totaling $10.2 million, partially offset by continued weakness in the domestic floor-care market. EMG sales by its base businesses decreased 2.0% from the comparable period in 2002.

RESULTS OF OPERATIONS (CONTINUED)

EMG's operating income for the first six months of 2003 was $43.5 million, an increase of $1.1 million or 2.5% when compared with the same period in 2002. The higher profit was the result of the Airtechnology acquisition, partially offset by continued weakness in the domestic floor-care market and the impact of lower sales by the Group's base businesses. Severance costs, higher than anticipated benefit costs and higher insurance expenses also adversely affected Group operating income. Operating margins for the first six months of 2003 were 15.9%, compared with operating margins of 16.4% for the comparable period in 2002.

FINANCIAL CONDITION

Liquidity and Capital Resources

Cash provided by operating activities totaled $76.3 million in the first half of 2003, compared with $56.7 for the same period in 2002, an increase of $19.6 million. The increase in operating cash flow was the result of continued strong working capital management and lower required tax payments for the first six months of 2003.

Cash used for investing activities totaled $120.1 million in the first six months of 2003, compared with $13.9 million used in the same period of 2002. The Company's acquisition of Airtechnology Holdings Limited and Solidstate Controls, Inc. in the first quarter of 2003 used $114.3 million of cash. No acquisitions were made in the comparable period in 2002. Additions to property, plant and equipment in the first six months of 2003 totaled $8.0 million, essentially the same as the first six months of 2002.

Cash provided by financing activities in the first six months of 2003 totaled $57.2 million, compared with cash used for financing activities of $41.5 million in the same period of 2002. In the first six months of 2003, net short-term borrowings decreased by $16.4 million, compared with a decrease of $44.7 million in 2002. Additional long-term borrowings in the first half of 2003 were $78.7 million, compared with no additional long-term borrowings in the comparable period in 2002. The 2003 borrowings were under the Company's revolving credit agreement and were used to finance the two acquisitions, mentioned above. Net cash proceeds from the exercise of employee stock options totaled $3.9 million in the first six months of 2003, compared with $6.9 million for the same period of 2002. Also, in the first quarter of 2003, the Company repurchased 190,000 shares of its common stock at a cost of $5.8 million.

In March, 2003, the Company's Board of Directors authorized a new $50 million share repurchase program, adding to the $2.5 million remaining balance from the 1998 program. Under the 1998 program, $47.5 million was used for share repurchases. As of June 30, 2003, $46.7 million was available for future share repurchases.

FINANCIAL CONDITION (CONTINUED)

After-tax cash expenditures in the first half of 2003 related to the Company's prior accruals for cost reduction initiatives were $0.8 million. The remaining $2.1 million in after-tax cash expenditures related to these actions, is expected to be expended for the intended programs by the end of 2004.

As a result of the activities discussed above, the Company's cash and cash equivalents at June 30, 2003 totaled $26.8 million, compared with $13.5 million at December 31, 2002. The Company believes it has sufficient cash-generating capabilities and available credit facilities to enable it to meet its needs in the foreseeable future.

FORWARD-LOOKING INFORMATION

Information contained in this discussion, other than historical information, are considered "forward-looking statements" and may be subject to change based on various important factors and uncertainties. Some, but not all, of the factors and uncertainties that may cause actual results to differ significantly from those expected in any forward-looking statement are disclosed in the Company's 2002 Form 10-K as filed with the Securities and Exchange Commission.

Item 4. Controls and Procedures

As of the end of the quarter ended June 30, 2003, management, including the Company's Chief Executive Officer, and Chief Financial Officer, has evaluated the effectiveness of the design and operation of the Company's disclosure controls and procedures. Based upon that evaluation, the Company's Chief Executive Officer, and Chief Financial Officer concluded that the disclosure controls and procedures were effective, in all material respects, as of the end of the period covered by this report.

There have been no changes in the Company's internal control over financial reporting during the quarter ended June 30, 2003 that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II. OTHER INFORMATION

Item 4. Submission of Matters to a Vote of Security Holders

The Annual Meeting of Shareholders of AMETEK, Inc. (the "Company") was held on May 20, 2003. The following matters were voted on at the Annual Meeting and received the number of votes indicated:

1) Election of Directors. The following nominees were elected to the Board of Directors for the terms expiring in 2006:

	Number of Shares	
Nominee	Voted for	Voted against or withheld
Helmut N. Friedlaender	27,994,667	512,231
James R. Malone	28,007,131	499,767
Elizabeth R. Varet	27,944,566	562,332

Of the remaining five Board members, Lewis G. Cole and Charles D. Klein will stand for election in the year 2004. Sheldon S. Gordon, Frank S. Hermance, and David P. Steinmann will stand for election in the year 2005.

2) Appointment of Independent Auditors. The Shareholders approved the appointment of Ernst & Young LLP as independent auditors for the Company for the year 2003. There were 27,200,026 shares voted for approval, 1,227,714 shares voted against, and 79,158 abstentions.

Item 6. Exhibits and Reports on Form 8-K

a) Exhibits:

Exhibit Number	Description
10.1	First Amendment to Credit Agreement dated as of April 23, 2003.
10.2	Amendment No. 1 to the Employees' Retirement Plan of AMETEK, Inc.
31.1	Certification of Chief Executive Officer, Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Chief Financial Officer, Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification of Chief Executive Officer, Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certification of Chief Financial Officer, Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

b) Reports on Form 8-K: The Company filed Current Reports on Form 8-K dated April 22, 2003, and July 23, 2003, under Item 5. Other Events, to report the issuance of the Company's press releases announcing its financial results for the first quarter of 2003 and the second quarter of 2003, respectively.

SIGNATURES

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 thereunto duly authorized.

AMETEK, Inc.

(Registrant)

By /s/ Robert R. Mandos, Jr.

Robert R. Mandos, Jr.
Vice President & Comptroller
(Principal Accounting Officer)

August 7, 2003

EXHIBIT 10.1

[CONFORMED AS EXECUTED]

FIRST AMENDMENT TO CREDIT AGREEMENT

FIRST AMENDMENT TO CREDIT AGREEMENT (this "Amendment"), dated as of April 23, 2003, among AMETEK, INC. (the "Borrower"), the lending institutions party to the Credit Agreement referred to below (the "Banks"), WACHOVIA BANK, N.A. (f/k/a First Union National Bank) and PNC BANK, NATIONAL ASSOCIATION, as Syndication Agents (the "Syndication Agents"), DEUTSCHE BANK TRUST COMPANY AMERICAS (f/k/a Bankers Trust Company), as Documentation Agent (the "Documentation Agent"), and JPMORGAN CHASE BANK (f/k/a The Chase Manhattan Bank), as Administrative Agent (the "Administrative Agent"). All capitalized terms used herein and not otherwise defined shall have the respective meanings provided such terms in the Credit Agreement.

W I T N E S S E T H:

WHEREAS, the Borrower, the Banks, the Syndication Agents, the Documentation Agent and the Administrative Agent are parties to a Credit Agreement, dated as of September 17,2001 (the "Credit Agreement"); and

WHEREAS, the parties hereto wish to amend the Credit Agreement as herein provided;

NOW, THEREFORE, it is agreed:

I. Amendment.

1. Section 1.01 (a) of the Credit Agreement is hereby amended by deleting the word "Dollars" appearing at the end of said Section and inserting the following text in lieu thereof:

> "an Approved Currency, provided that the aggregate outstanding principal amount of all Revolving Loans denominated in a Primary Alternate Currency shall not exceed $100,000,000 at any time"

2. Section 1.01 (b) of the Credit Agreement is hereby amended by (i) deleting the comma at the end of the first proviso in the first sentence of said Section and (ii) deleting the second proviso of said sentence in its entirety.

3. Section 1.05(a) of the Credit Agreement is hereby amended by deleting the word "Dollars" appearing in clause (x) of the second sentence of said Section and inserting the text "an Approved Currency as specified in such Notice of Borrowing" in lieu thereof.

4. Section 1.07 of the Credit Agreement is hereby amended by (i) deleting the text "and" appearing at the end of clause (ii) of the proviso contained in said Section and inserting a comma in lieu thereof and (ii) inserting the text "and (iv) Revolving Loans denominated in a Primary Alternate Currency may not be converted into Base Rate Loans" immediately following the text "1.02" appearing in the proviso contained in said Section.

5. Section 1.09(b) of the Credit Agreement is hereby amended by deleting said Section in its entirety and inserting the following text in lieu thereof:

> "(b) The unpaid principal amount of each Eurodollar Loan shall bear interest from and including the date of the Borrowing thereof until the earlier of (i) maturity (whether by acceleration or otherwise) and (ii) conversion of such Eurodollar Loan to a Base Rate Loan pursuant to Section 1.07,1.10 or 1.1 l(b), as applicable, at a rate per annum which shall, during each Interest Period applicable thereto, be equal to the sum of the relevant LIBOR for such Interest Period, plus the Applicable Margin, as in effect from time to time."

6. Section 1.10 of the Credit Agreement is hereby amended by inserting the following text immediately after the text "Interest Period" appearing at the end of said Section:

> ", provided that if such Eurodollar Loans are denominated in a Primary Alternate Currency then such Eurodollar Loans shall not convert to Base Rate Loans but shall instead be prepaid by the Borrower on the last day of such Interest Period".

7. Section 1.11 (a) of the Credit Agreement is hereby amended by deleting the text "clause (i)" appearing in clause (x) of said Section and inserting the text "clauses (i) and (iv)" in lieu thereof.

8. Section l.ll(a)(i) of the Credit Agreement is hereby amended by (i) deleting the first reference to "the Eurodollar Rate" appearing in said Section and inserting the text "any LIBOR" in lieu thereof, (ii) deleting the second reference to "the Eurodollar Rate" appearing in said Section and inserting the text "US LIBOR" in lieu thereof, (iii) deleting the text "London" appearing in said Section and inserting the text "relevant" in lieu thereof, (iv) deleting the third reference to "Eurodollar" appearing in said Section and (v) deleting the third reference to "Eurodollar Rate" appearing in said Section and inserting the text "the respective LIBOR" in lieu thereof.

9. Section l.ll(a)(ii) of the Credit Agreement is hereby amended by (i) deleting the text "London" appearing in clause (y) of said Section and inserting the text "relevant" in lieu thereof, (ii) deleting the text "Eurodollar" appearing in clause (y) of said Section and (iii) deleting the text "or" appearing at the end of said Section.

10. Section l.ll(a)(iii) of the Credit Agreement is hereby amended by (i) deleting the text "London" appearing in said Section and inserting the text "relevant" in lieu thereof, (ii) deleting the second reference to "Eurodollar" appearing in said Section and (iii) inserting the text "or" immediately after the semi-colon appearing at the end of said Section.

11. Section 1.11 (a) of the Credit Agreement is hereby further amended by inserting the following new clause (iv) immediately after clause (iii) of said Section:

"(iv) at any time that any Approved Alternate Currency is not available in sufficient amounts, as determined in good faith by the Administrative Agent, to fund any Borrowing of Loans denominated in such Approved Alternate Currency;"

12. The concluding unnumbered paragraph of Section 1.11 (a) of the Credit Agreement is hereby amended by (i) inserting the text "or (iv)" immediately after the reference to "clause (i)" appearing in the first sentence of said Section, (ii) re-lettering clauses (x), (y) and (z) appearing in the second sentence of said Section as clauses (w), (x) and (y), respectively, (iii) deleting the reference to "the Eurodollar Rate" appearing in the second sentence of said Section and inserting the text "US LIBOR" in lieu thereof, (iv) deleting the word "and" appearing immediately before the reference to the old clause "(z)" in said Section and (v) inserting the following new clause (z) immediately before the period appearing at the end of said Section:

"and (z) in the case of clause (iv) above, Loans in the affected Approved Alternate Currency shall no longer be available until such time as the Administrative Agent notifies the Borrower and the Banks that the circumstances giving rise to such notice by the Administrative Agent no longer exist and any Notice of Borrowing or Notice of Conversion given by the Borrower with respect to any Loans denominated in such Approved Alternate Currency which have not yet been incurred shall be deemed rescinded by the Borrower".

13. Section l.ll(b) of the Credit Agreement is hereby amended by deleting said Section in its entirety and inserting the following text in lieu thereof:

"(b) At any time that any Eurodollar Loan or Competitive Bid Loan is affected by the circumstances described in Section l.ll(a)(ii) or (iii), the Borrower may (and in the case of a Eurodollar Loan or Competitive Bid Loan affected pursuant to Section l.ll(a)(iii), shall) either (i) if the affected Eurodollar Loan or Competitive Bid Loan is then being made pursuant to a Borrowing, cancel said Borrowing by giving the Administrative Agent telephonic notice (confirmed promptly in writing) thereof on the same date that the Borrower was notified by a Bank pursuant to Section l.ll(a)(ii) or (iii), (ii) if the affected Eurodollar Loan or Competitive Bid Loan is then outstanding, upon at least three Business Days' notice to the Administrative Agent, (A) in the case of Eurodollar Loans denominated in Dollars, require the affected Bank to convert each such Eurodollar Loan into a Base Rate Loan (which conversion, in the case of the circumstances described in Section l.ll(a)(iii), shall occur no later than the last day of the Interest Period then applicable to such Eurodollar Loan (or such earlier date as shall be required by applicable law)), and (B), in the case of Eurodollar Loans denominated in a Primary Alternate Currency, repay all such Eurodollar Loans in full or (iii) if the affected Competitive Bid Loan is then outstanding, prepay such Competitive Bid Loan in full (which prepayment may be made with the proceeds of Revolving Loans); provided that if more than one Bank is affected at any time, then all affected Banks must be treated the same pursuant to this Section l.ll(b)."

14. Section 1.11(d) of the Credit Agreement is hereby amended by deleting the text "the Eurodollar Rate" appearing in said Section and inserting the text "any LIBOR" in lieu thereof.

15. Section 1.12 of the Credit Agreement is hereby amended by (i) deleting the first reference to "the Eurodollar Rate" appearing in said Section and inserting the text "any LIBOR" in lieu thereof and (ii) deleting the second reference to "the Eurodollar Rate" appearing in said Section and inserting the text "the respective LIBOR" in lieu thereof.

16. Section 4.02(A)(a)(ii) of the Credit Agreement is hereby amended deleting said Section in its entirety and inserting the following text in lieu thereof:

"(ii) If on any date the aggregate outstanding principal amount of Revolving Loans denominated in Primary Alternate Currencies (after giving effect to all other repayments thereof on such date) is greater than $105,000,000, the Borrower shall repay on such date the principal of such Revolving Loans in an aggregate amount equal to such aggregate outstanding principal amount in excess of $100,000,000."

17. Section 4.02(A)(a)(iii) of the Credit Agreement is hereby amended by (i) inserting the text "Revolving Loans and" immediately before the first appearance of the text "Competitive Bid Loans" in said Section and (ii) inserting the text "Revolving Loans," immediately before the second appearance of the text "Competitive Bid Loans" in said Section.

18. Section 4.02(B) of the Credit Agreement is hereby amended by inserting the text "denominated in Dollars" immediately after the first reference to "Eurodollar Loans" appearing in clause (iii) of said Section.

19. Section 10 of the Credit Agreement is hereby amended by deleting the definition of "Eurodollar Rate" appearing in said Section.

20. The definition of "Interest Rate Basis" appearing in Section 10 of the Credit Agreement is hereby amended by deleting the text "Eurodollar Rate" appearing therein and inserting the text "respective LIBOR" in lieu thereof.

21. Section 10 of the Credit Agreement is hereby further amended by inserting the following new definitions in the appropriate alphabetical order:

"Approved Currency" shall mean each of Dollars and each Primary Alternate Currency.

"Associated Cost Rate" shall mean, with respect to each Interest Period for Loans denominated in Pounds Sterling, the costs (expressed as a percentage rounded up to the nearest four decimal places and as determined on the first day of such Interest Period and any three month anniversary thereof by the Administrative Agent) of compliance with then existing requirements of the Bank of England in respect of Loans denominated in Pounds Sterling.

"Euribor" shall mean, for each Interest Period applicable to any Loan denominated in Euros, the rate per annum that appears on Reuters Page EURIBOR-01 (or any successor page) at approximately 10:00 A.M. (London time) on the date which is two Business Days prior to the commencement of such Interest Period or (ii) if such rate is not shown on Reuters Page EURIBOR-01 (or any successor page), the average offered quotation to four prime banks in the Euro-zone interbank market by JPMorgan Chase for Euro deposits of amounts comparable to the principal amount of Loans denominated in Euros to be as part of such Borrowing with maturities comparable to the Interest Period to be applicable to such Loan (rounded upward to the next whole multiple of 1/16 of 1%), determined as of 10:00 A.M. (London time) on the date which is two Business Days prior to the commencement of such Interest Period.

"Euro" shall mean the single currency of participating member states of the European Union.

"JPMorgan Chase" shall mean JPMorgan Chase Bank.

"LIBOR" shall mean (i) with respect to any Borrowing of Revolving Loans of an Approved Currency, the relevant interest rate, i.e., Euribor, Sterling LIBOR or US LIBOR, (ii) with respect to any Competitive Bid Loans of an Approved Alternate Currency, such rate per annum as may be agreed upon by the respective Borrower and the Bidder Bank, and (iii) with respect to a Competitive Bid Loan that is a Spread Borrowing priced by reference to any LIBOR, the arithmetic average (rounded to the nearest 1/100 of 1%) of the offered rates for deposits in Dollars for the applicable Interest Period (or the period closest to such applicable Interest Period) which appear on Dow Jones Telerate Screen 3740 or 3750) with maturities comparable to the Interest Period to be applicable to such Competitive Bid Loan, determined as of 10:00 A.M. (London time) on the date which is two Business Days prior to the commencement of such Interest Period.

"Pounds Sterling" shall mean freely transferable lawful money of the United Kingdom.

"Primary Alternate Currency" shall mean each of British Pounds Sterling and Euros.

"Sterling LIBOR" shall mean, with respect to each Interest Period for any Loan denominated in Pounds Sterling, (I) the rate per annum that appears on page 3750 (or other appropriate page if such currency does not appear on such page) of the Dow Jones Telerate Screen (or any successive page) with maturities comparable to such Interest Period as of 11:00 A.M. (London time) on the date which is the commencement date of such Interest Period or, if such a rate does not appear on page 3750 (or such other appropriate page) of the Dow Jones Telerate Screen (or any successor page) the offered quotations to first-class banks in the London interbank Eurodollar market by JPMorgan Chase for Pounds Sterling deposits of amounts in same day funds comparable to the outstanding principal amount of such Loans with maturities comparable to such Interest Period determined as of 11:00 A.M. (London time) on the date which is the commencement of such Interest Period plus (II) the Associated Cost Rate for such Loans for such Interest Period.

"US LIBOR" shall mean for each Interest Period applicable to a Loan denominated in Dollars (other than a Base Rate Loan), the rate per annum that appears on page 3750 of the Dow Jones Telerate Screen (or any successor page) for Dollar deposits with maturities comparable to such Interest Period as of 11:00 A.M. (London time) on the date which is two Business Days prior to the commencement of such Interest Period or, if such a rate does not appear on page 3750 of the Dow Jones Telerate Screen (or any successor page), the offered quotations to first-class banks in the London interbank market by JPMorgan Chase for Dollar deposits of amounts in same day funds comparable to the outstanding principal amount of such Dollar denominated Loan with maturities comparable to such Interest Period determined as of 11:00 A.M. (London time) on the date which is two Business Days prior to the commencement of such Interest Period.

22. Section 12.07(d) of the Credit Agreement is hereby amended by inserting the text "Revolving Loans or" immediately before the text "Competitive Bid Loans" appearing in said Section.

II. Miscellaneous.

1. In order to induce the Banks to enter into this Amendment, the Borrower hereby represents and warrants that:

(a) on the Amendment Effective Date, no Default or Event of Default exists, both before and after giving effect to this Amendment; and

(b) on and as of the Amendment Effective Date, all representations and warranties contained in the Credit Agreement or the other Credit Documents are true and correct in all material respects, both before and after giving effect to this Amendment.

2. This Amendment is limited as specified and shall not constitute a modification, acceptance or waiver of any other provision of the Credit Agreement or any other Credit Document.

3. This Amendment may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which counterparts when executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. A complete set of counterparts shall be lodged with the Borrower and the Administrative Agent.

4. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

5. This Amendment shall become effective on the date (the "Amendment Effective Date") when the Borrower and the Required Banks shall have signed a counterpart hereof

(whether the same or different counterparts) and shall have delivered (including by way of facsimile transmission) the same to the Administrative Agent at its Notice Office.

*   *   *

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this Amendment as of the date first above written.

AMETEK, INC.

By: /s/ Deirdre D. Saunders

Title: Vice President and Treasurer

JPMORGAN CHASE BANK (f/k/a The Chase Manhattan Bank),
Individually and as Administrative Agent

By: /s/ Randolph Cates

Title: Vice President

WACHOVIA BANK, N.A. (f/k/a First Union National Bank),
Individually and as a Syndication Agent

By: /s/ Sarah T. Warren

Title: Vice President

PNC BANK, NATIONAL ASSOCIATION,
Individually and as a Syndication Agent

By: /s/ Denise D. Killen

Title: Vice President

DEUTSCHE BANK TRUST COMPANY AMERICAS (f/k/a Bankers Trust Company),
Individually and as Documentation Agent

By: /s/ Scottye Lindsey

Title: Vice President

ALLFIRST BANK, a division of M&T BANK

Bv: /s/ Kellie Matthews

Title: Administrative Vice President

FLEET NATIONAL BANK

By: /s/ Megan L. Soltys

Title: Vice President

BANCA INTESA, NEW YORK BRANCH
(f/k/a IntesaBci)

By: /s/ Frank Maffei

Title: Vice President

By: /s/ Mark Mooney

Title: Vice President

MELLON BANK

By:_______________________________________
Name:
Title:

SUNTRUST BANK

By: /s/ Stephen Derby

Title: Director

THE BANK OF NEW YORK

By: /s/ David Csatari

Title: Vice President

ABN AMRO BANK N.V.

By: /s/ Neil R. Stein

Title: Group Vice President

By: /s/ Henry Sosa

Title: Assistant Vice President

COMERICA BANK

By: /s/ Robert P. Wilson

    Title: Vice President

EXHIBIT 10.2

AMENDMENT NO. 1

TO THE

EMPLOYEES' RETIREMENT PLAN OF AMETEK, INC.

WHEREAS, the Employees' Pension Plan of AMETEK, Inc. was adopted, effective December 29, 1942;

WHEREAS, Section 9.2 of the Plan provides that AMETEK, Inc. ("AMETEK") may amend the Plan at any time and from time to time; and

WHEREAS, AMETEK now desires to amend the Plan to reflect the following changes;

NOW THEREFORE, the Plan is hereby amended as follows:

FIRST: Section 1.18 of the Plan is amended in its entirety to read as follows:

"1.18 'Employee' shall mean each person who is included on a salaried payroll of the Employer and who receives Compensation from the Employer that is subject to withholding for United States federal income tax purposes; provided, however, that (a) any person employed at the Dixson Division, (b) any person whose date of hire is on and after January 1, 1997 or who returns to employment with the Employer or Affiliated Company following a Severance From Service Date occurring on and after January 1, 1997, or (c) any person who provides services to the Employer solely for special projects or while he is pursuing full-time high school, secondary or graduate education, shall not be eligible to participate in the Plan.

Solely for purposes of calculating eligibility and vesting service under the Plan, 'Employee' will include any person who is employed by an Employer or an Affiliated Company. A person who is not otherwise employed by an Employer or Affiliated Company will be deemed to be employed by any such company if he is a 'leased employee' with respect to whose services such Employer or Affiliated Company is the recipient, within the meaning of section 414(n) or 414(o) of the Code, but to whom Code section 414(n)(5) does not apply; provided, however that any person who is an Employee solely by reason of being a 'leased employee' as defined under section 414(n) or 414(o) of the Code shall not be eligible to participate in the Plan. For this purpose, the term 'leased employee' means, effective Plan Years beginning after December 31, 1996, any person who is not an employee of the recipient and who provides services to the recipient if (a) such services are provided pursuant to an agreement between the recipient and any other person, (b) such person has performed such services for the recipient (or for the recipient and related persons) on a substantially full-time basis for a period of at least one year, and (c) such services are performed under the primary direction or control by the recipient.

Notwithstanding the foregoing, 'Employee' shall not include any person who is classified as an independent contractor or otherwise as a person who is not treated as an employee for purposes of withholding federal employment taxes, regardless of any contrary governmental or judicial determination relating to such employment status or tax withholding obligation. If a person described in clause (c) of the preceding sentence is subsequently reclassified as, or determined to be, an employee by the Internal Revenue Service, any other governmental agency or authority, or a court, or if an Employer or Affiliated Company is required to reclassify such an individual as an employee as a result of such reclassification or determination (including any reclassification by an Employer or Affiliated Company in settlement of any claim or action relating to such individual's employment status), such individual shall not become eligible to become a Participant in this Plan by reason of such reclassification or determination."

SECOND: Effective January 1, 1997, the Plan is amended to define the term "Highly Compensated Employee" as follows:

"1.22A 'Highly Compensated Employee' shall mean any Employee who performed services for the Employer or an Affiliated Company during the Plan Year for which a determination is being made (the 'Determination Year') and who:

(a) was at any time in the Determination Year or the immediately preceding Determination Year a five-percent (5%) owner, as defined in section 416(i) of the Code; or

(b) for the immediately preceding Determination Year, received Compensation from the Employer or an Affiliated Company in excess of $80,000, as adjusted by the Secretary of the Treasury in accordance with section 414(q) of the Code."

IN WITNESS WHEREOF, AMETEK has caused these presents to be executed, in its corporate name, by its duly authorized officer on this 3rd day of April, 2003.

AMETEK, Inc.

By: /s/ Donna F. Winquist

Attest:

/s/ Kathryn E. Londra
- ---------------------

EXHIBIT 31.1

CERTIFICATIONS

I, Frank S. Hermance, certify that:

1. I have reviewed this quarterly report on Form 10-Q of AMETEK, Inc. (the "registrant");

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 officers 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)) 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) 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

    c) 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 officers 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 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: August 7, 2003

/s/ Frank S. Hermance

Frank S. Hermance

Chairman and Chief Executive Officer

EXHIBIT 31.2

CERTIFICATIONS

I, John J. Molinelli, certify that:

I have reviewed this quarterly report on Form 10-Q of AMETEK, Inc. (the "registrant");

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 officers 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)) 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) 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

   c) 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 officers 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 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: August 7, 2003

/s/ John J. Molinelli

John J. Molinelli
Executive Vice President and
Chief Financial Officer

EXHIBIT 32.1

AMETEK, INC.

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of AMETEK, Inc. (the "Company") on Form 10-Q for the quarter ended June 30, 2003 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Frank S. Hermance, Chairman and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(a) The Report fully complies with Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(b) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Frank S. Hermance
- ---------------------
Frank S. Hermance
Chairman and Chief Executive Officer

Date: August 7, 2003

A signed original of this written statement required by Section 906 has been provided to AMETEK, Inc. and will be retained by AMETEK, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

EXHIBIT 32.2

AMETEK, INC.

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of AMETEK, Inc. (the "Company") on Form 10-Q for the quarter ended June 30, 2003 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, John J. Molinelli, Executive Vice-President - Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(a) The Report fully complies with Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(b) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ John J. Molinelli
- ---------------------
John J. Molinelli
Executive Vice President - Chief Financial Officer

Date: August 7, 2003

A signed original of this written statement required by Section 906 has been provided to AMETEK, Inc. and will be retained by AMETEK, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.