

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D. C. 20549

FORM 10-Q

(Mark One)

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

For the quarterly period ended March 31, 2007

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

(State or other jurisdiction of
incorporation or organization)

14-1682544

(I.R.S. Employer
Identification No.)

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

(Address of principal executive offices)

19301-0801

(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 No

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

Large accelerated filer Accelerated filer Non-accelerated filer

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes 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 April 30, 2007 was 106,731,887 shares.

AMETEK, Inc.
Form 10-Q
Table of Contents

	<u>Page Number</u>
<u>Part I. Financial Information</u>	
<u>Item 1. Financial Statements</u>	
<u>Consolidated Statement of Income for the Three Months Ended March 31, 2007 and 2006</u>	3
<u>Consolidated Balance Sheet as of March 31, 2007 and December 31, 2006</u>	4
<u>Condensed Consolidated Statement of Cash Flows for the Three Months Ended March 31, 2007 and 2006</u>	5
<u>Notes to Consolidated Financial Statements</u>	6
<u>Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations</u>	14
<u>Item 4. Controls and Procedures</u>	18
<u>Part II. Other Information</u>	
<u>Item 2. Unregistered Sales of Equity Securities and Use of Proceeds</u>	19
<u>Item 4. Submission of Matters to a Vote of Security Holders</u>	20
<u>Item 6. Exhibits</u>	21
<u>Signatures</u>	22
<u>AMENDED & RESTATED CERTIFICATE OF INCORPORATION OF AMETEK, INC.</u>	
<u>2002 STOCK INCENTIVE PLAN OF AMETEK, INC.</u>	
<u>SEVENTEENTH AMENDMENT TO THE RECEIVABLES SALE AGREEMENT DATED AS OF MARCH 19, 2007</u>	
<u>CERTIFICATION OF FRANK S. HERMANCE</u>	
<u>CERTIFICATION OF JOHN J. MOLINELLI</u>	
<u>CERTIFICATION OF FRANK S. HERMANCE PURSUANT TO SECTION 906</u>	
<u>CERTIFICATION OF JOHN J. MOLINELLI PURSUANT TO SECTION 906</u>	

PART I. FINANCIAL INFORMATIONItem 1. Financial Statements

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

	Three months ended March 31,	
	2007	2006
Net sales	<u>\$ 505,283</u>	<u>\$ 423,867</u>
Expenses:		
Cost of sales, excluding depreciation	343,344	292,768
Selling, general and administrative	62,053	50,812
Depreciation	9,962	9,486
Total expenses	<u>415,359</u>	<u>353,066</u>
Operating income	89,924	70,801
Other income (expenses):		
Interest expense	(10,909)	(10,088)
Other, net	(566)	(737)
Income before income taxes	<u>78,449</u>	<u>59,976</u>
Provision for income taxes	<u>27,549</u>	<u>19,718</u>
Net income	<u>\$ 50,900</u>	<u>\$ 40,258</u>
Basic earnings per share	<u>\$ 0.48</u>	<u>\$ 0.38</u>
Diluted earnings per share	<u>\$ 0.48</u>	<u>\$ 0.38</u>
Average common shares outstanding:		
Basic shares	<u>105,125</u>	<u>104,838</u>
Diluted shares	<u>106,881</u>	<u>106,685</u>
Dividends declared and paid per share	<u>\$ 0.06</u>	<u>\$ 0.04</u>

See accompanying notes.

AMETEK, Inc.
CONSOLIDATED BALANCE SHEET
(In thousands)

	March 31, 2007 (Unaudited)	December 31, 2006
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 57,404	\$ 49,091
Marketable securities	9,099	9,129
Receivables, less allowance for possible losses	347,571	328,762
Inventories	244,187	236,783
Deferred income taxes	19,982	26,523
Other current assets	34,436	33,775
Total current assets	<u>712,679</u>	<u>684,063</u>
Property, plant and equipment, at cost	754,686	749,822
Less accumulated depreciation	<u>(498,986)</u>	<u>(491,814)</u>
	255,700	258,008
Goodwill	899,558	881,433
Other intangibles, net of accumulated amortization	203,675	199,728
Investments and other assets	106,169	107,644
Total assets	<u>\$ 2,177,781</u>	<u>\$ 2,130,876</u>
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Short-term borrowings and current portion of long-term debt	\$ 127,855	\$ 163,608
Accounts payable	169,255	160,614
Accruals	164,534	156,678
Total current liabilities	<u>461,644</u>	<u>480,900</u>
Long-term debt	520,483	518,267
Deferred income taxes	83,977	65,081
Other long-term liabilities	96,768	99,956
Stockholders' equity:		
Common stock	1,088	1,085
Capital in excess of par value	145,084	134,001
Retained earnings	940,996	902,379
Accumulated other comprehensive losses	(32,073)	(33,552)
Treasury stock	<u>(40,186)</u>	<u>(37,241)</u>
	1,014,909	966,672
Total liabilities and stockholders' equity	<u>\$ 2,177,781</u>	<u>\$ 2,130,876</u>

See accompanying notes.

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

	Three months ended	
	March 31,	
	2007	2006
Cash provided by (used for):		
Operating activities:		
Net income	\$ 50,900	\$ 40,258
Adjustments to reconcile net income to total operating activities:		
Depreciation and amortization	12,153	11,005
Deferred income taxes	(1,310)	(971)
Share-based compensation expense	4,636	2,926
Net change in assets and liabilities	(10,405)	(2,323)
Pension contribution and other	(1,127)	(12,208)
Total operating activities	<u>54,847</u>	<u>38,687</u>
Investing activities:		
Additions to property, plant and equipment	(8,496)	(5,465)
Purchases of businesses and other	79	(14,285)
Total investing activities	<u>(8,417)</u>	<u>(19,750)</u>
Financing activities:		
Net change in short-term borrowings	(35,455)	(15,772)
Reduction in long-term borrowings	—	(1,290)
Repurchases of common stock	(2,881)	—
Cash dividends paid	(6,382)	(4,187)
Excess tax benefits from share-based payments	1,921	1,477
Proceeds from stock options	4,271	3,820
Total financing activities	<u>(38,526)</u>	<u>(15,952)</u>
Effect of exchange rate changes on cash and cash equivalents	409	463
Increase in cash and cash equivalents	8,313	3,448
Cash and cash equivalents:		
As of January 1	<u>49,091</u>	<u>35,545</u>
As of March 31	<u>\$ 57,404</u>	<u>\$ 38,993</u>

See accompanying notes.

AMETEK, Inc.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
March 31, 2007
(Unaudited)

Note 1 — Basis of Presentation

The accompanying consolidated financial statements are unaudited. The Company believes that all adjustments (which primarily consist of normal recurring accruals) necessary for a fair presentation of the consolidated financial position of the Company at March 31, 2007, and the consolidated results of its operations and its cash flows for the three-month periods ended March 31, 2007 and 2006 have been included. Quarterly results of operations are not necessarily indicative of results for the full year. The accompanying 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, 2006 as filed with the Securities and Exchange Commission.

Note 2 — Recent Accounting Pronouncements

Effective January 1, 2007, the Company adopted Financial Accounting Standards Board ("FASB") Interpretation No. 48, *Accounting for Uncertainty in Income Taxes* ("FIN 48"). FIN 48 creates a single model to address accounting for uncertainty in tax positions, by prescribing a minimum recognition threshold a tax position is required to meet before being recognized in the financial statements. FIN 48 also provides guidance on derecognition, measurement, classification, interest and penalties, accounting in interim periods, disclosure and transition. The cumulative effect of adopting FIN 48 resulted in a non-cash reduction of \$5.9 million to the January 1, 2007 opening balance of retained earnings (See Note 8).

Effective January 1, 2007, the Company adopted Emerging Issues Task Force (EITF) Issue No. 06-5, *Accounting for Purchases of Life Insurance—Determining the Amount That Could Be Realized in Accordance with FASB Technical Bulletin No. 85-4* ("EITF 06-5"). EITF 06-5 provides guidance in determining the amount to be realized under certain insurance contracts and the related disclosures. Adoption of EITF 06-5 did not have any effect on the Company's consolidated results of operations, financial position and cash flows.

In February 2007, the FASB issued SFAS No. 159, *The Fair Value Option for Financial Assets and Financial Liabilities — Including an Amendment of FASB Statement No. 115* ("FAS 159") which is effective for fiscal years beginning after November 15, 2007. This statement permits an entity to elect to measure certain assets and liabilities at fair value at specified election dates. The Company is currently evaluating the impact of adopting FAS 159 on our financial statements.

AMETEK, Inc.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
March 31, 2007
(Unaudited)

Note 3 — Earnings Per Share

The calculation of basic earnings per share for the three-month periods ended March 31, 2007 and 2006 is based on the average number of common shares considered outstanding during the period. The calculation of diluted earnings per share for such periods reflects the effect of all potentially dilutive securities (primarily outstanding common stock options and restricted stock grants). The following table presents the number of shares used in the calculation of basic earnings per share and diluted earnings per share:

	Weighted average shares (In thousands) Three months ended March 31,	
	2007	2006
Basic shares	105,125	104,838
Share-based award plans	1,756	1,847
Diluted shares	<u>106,881</u>	<u>106,685</u>

Note 4 — Goodwill

The changes in the carrying amounts of goodwill by segment as of March 31, 2007 and December 31, 2006, were as follows:

	(In millions)		
	EIG	EMG	Total
Balance at December 31, 2006	\$ 531.7	\$ 349.7	\$ 881.4
Purchase price allocation adjustments and other*	(5.0)	21.1	16.1
Foreign currency translation adjustments	1.7	0.4	2.1
Balance at March 31, 2007	<u>\$ 528.4</u>	<u>\$ 371.2</u>	<u>\$ 899.6</u>

* Purchase price allocation adjustments reflect final purchase price allocations and revisions to certain preliminary allocations for recent acquisitions, which include reclassifications between goodwill and other intangible assets.

Note 5 — Inventories

The components of inventory stated primarily at lower of last in, first out (LIFO), cost or market are:

	(In thousands)	
	March 31, 2007	December 31, 2006
Finished goods and parts	\$ 46,346	\$ 46,148
Work in process	60,568	56,502
Raw materials and purchased parts	137,273	134,133
Balance at March 31, 2007	<u>\$ 244,187</u>	<u>\$ 236,783</u>

AMETEK, Inc.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
March 31, 2007
(Unaudited)

Note 6 — 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-month periods ended March 31, 2007 and 2006:

	(In thousands)	
	Three months ended March 31, 2007	2006
Net Income	\$ 50,900	\$ 40,258
Foreign currency translation adjustment	768	2,122
Foreign currency net investment hedge*	715	1,277
Other	(4)	224
Total comprehensive income	<u>\$ 52,379</u>	<u>\$ 43,881</u>

* Represents the net gains and losses from the non-derivative foreign-currency-denominated long-term debt. These debt instruments were designated as hedging instruments to offset foreign exchange gains or losses on the net investment in certain foreign operations.

Note 7 — Share-Based Compensation

Under the terms of the Company's stockholder approved share-based plans, incentive and non-qualified stock options and restricted stock awards have been, and may be, issued to the Company's officers, other management-level employees and its Board of Directors. Employees and non-employee director stock options generally vest over a four-year service period. Restricted stock awards generally cliff-vest at the end of a four year service period. Options primarily have a maximum contractual term of 7 years. At March 31, 2007, 6.3 million shares of common stock were reserved for issuance under the Company's share-based plans, including 4.2 million stock options outstanding. The Company issues previously un-issued shares when options are exercised, and shares are issued from treasury stock upon the award of restricted stock.

For grants under any of the Company's plans that are subject to graded vesting over a service period, we recognize expense on a straight-line basis over the requisite service period for the entire award.

AMETEK, Inc.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
March 31, 2007
(Unaudited)

The fair value of each option grant is estimated on the date of grant using a Black-Scholes option pricing model. The following weighted average assumptions were used in the Black-Scholes model to estimate the fair values of options granted during the periods indicated:

	Three Months Ended March 31, 2007	Year ended December 31, 2006
Expected stock volatility	23.4%	24.4%
Expected life of the options (years)	5.3	4.8
Risk-free interest rate	4.63%	4.71%
Expected dividend yield	0.70%	0.50%

Expected volatilities are based on historical volatility of the Company's stock. The Company used historical exercise data to estimate the options' expected term, which represents the period of time that the options granted are expected to be outstanding. Management anticipates the future option holding periods to be similar to the historical option holding periods. The risk-free rate for periods within the contractual life of the option is based on the U.S. Treasury yield curve in effect at the time of grant. Compensation expense recognized for all share-based awards is net of estimated forfeitures. The Company's estimated forfeiture rates are based on its historical experience.

Total share-based compensation expense recognized under SFAS 123R for the three months ended March 31, 2007 and 2006 was as follows:

	(In thousands)	
	Three months ended March 31, 2007	March 31, 2006
Stock option expense	\$ 1,411	\$ 1,413
Restricted stock expense *	3,225	1,513
Total pretax expense	4,636	2,926
Related tax benefit	(1,300)	(766)
Reduction of net income	<u>\$ 3,336</u>	<u>\$ 2,160</u>
Reduction of earnings per share:		
Basic	<u>\$ 0.03</u>	<u>\$ 0.03</u>
Diluted	<u>\$ 0.03</u>	<u>\$ 0.03</u>

* 2007 reflects the accelerated vesting of a restricted stock grant. See discussion on page 10.

Pretax share-based compensation expense is included in either cost of sales, or selling, general and administrative expenses depending on where the recipient's cash compensation is reported and is included as a corporate item for business segment reporting.

AMETEK, Inc.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
March 31, 2007
(Unaudited)

A summary of the Company's stock option activity and related information for its option plans for the three months ended March 31, 2007 was as follows:

	Shares (In thousands)	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life (Years)
Outstanding at beginning of period	4,511	\$ 18.28	
Granted	8	34.28	
Exercised	(290)	11.15	
Forfeited	(24)	28.03	
Outstanding at end of period	<u>4,205</u>	<u>\$ 18.75</u>	<u>3.9</u>
Exercisable at end of period	<u>2,162</u>	<u>\$ 14.08</u>	<u>2.9</u>

The aggregate intrinsic value of options exercised during the three months ended March 31, 2007 was \$6.8 million. The total fair value of the stock options vested during the three months ended March 31, 2007 was \$0.1 million. The aggregate intrinsic value of the stock options outstanding at March 31, 2007 was \$78.8 million. The aggregate intrinsic value of the stock options exercisable at March 31, 2007 was \$30.4 million. The weighted average Black-Scholes-Merton fair value of stock options granted per share was \$9.83 for the three-months ended March 31, 2007 and \$9.55 for the year ended December 31, 2006.

The fair value of restricted shares under the Company's restricted stock arrangement is determined by the product of the number of shares granted and the grant date market price of the Company's common stock. Upon the grant of restricted stock, the fair value of the restricted shares (unearned compensation) at the date of grant, is charged as a reduction of capital in excess of par value in the Company's consolidated balance sheet and is amortized to expense on a straight-line basis over the vesting period, which is defined at the grant date. Restricted stock awards are also subject to accelerated vesting due to certain events. On February 20, 2007, the May 18, 2004 grant of 264,195 shares of restricted stock vested under an accelerated vesting provision. The charge to income due to the accelerated vesting of these shares did not have a material impact on our earnings in the first quarter of 2007. At March 31, 2007 the Company had 1.2 million shares of restricted stock outstanding.

Note 8 — Income Taxes

The Company adopted the provisions of FIN 48, *Accounting for the Uncertainty in Income Taxes*, on January 1, 2007. As a result of the adoption of FIN 48, the Company recognized a \$4.7 million increase in liabilities associated with unrecognized tax benefits, including interest and penalties of \$2.4 million and a decrease of \$1.2 million in goodwill related to a previous business combination, and a \$5.9 million charge to the January 1, 2007, opening balance of retained earnings.

AMETEK, Inc.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
March 31, 2007
(Unaudited)

After recognizing the impacts of adopting FIN 48, as of the adoption date, the Company had gross unrecognized tax benefits of \$22.5 million of which \$21.3 million, if recognized, would affect the effective tax rate.

The Company recognizes interest and penalties accrued related to unrecognized tax benefits in income tax expense. The amounts recognized in income tax expense for interest and penalties during the quarter ended March 31, 2007 were not significant.

The Company files U.S. Federal income tax returns, as well as, income tax returns in various state and foreign jurisdictions. The Internal Revenue Service (IRS) is currently examining the Company's U.S. income tax returns for 1999 — 2004. Tax years in certain state and foreign jurisdictions remain subject to examination; however the uncertain tax positions related to these jurisdictions are not considered material. At present, the Company does not expect any changes that would significantly impact the unrecognized tax benefits within the next twelve months.

Note 9 — Retirement and Pension Plans

The following table reports total net pension expense for the three-month periods ended March 31, 2007 and 2006.

	(In thousands)	
	Three months ended March 31, 2007	March 31, 2006
Defined benefit plans:		
Service cost	\$ 1,693	\$ 1,710
Interest cost	6,894	6,042
Expected return on plan assets	(9,769)	(8,218)
Amortization of net actuarial loss and prior service costs	162	994
Total net pension (income) expense recognized under SFAS No. 87	<u>(1,020)</u>	<u>528</u>
Other plans:		
Defined contributions plans	2,846	2,274
Foreign plans and other	851	833
Total other plans	<u>3,697</u>	<u>3,107</u>
Total net pension expense	<u>\$ 2,677</u>	<u>\$ 3,635</u>

In the first quarter of 2007, we did not make significant contributions to our defined benefit pension plans, compared with approximately \$10 million contributed in the first quarter of 2006. For the full year 2007, we currently estimate that we will make contributions to our worldwide defined benefit pension plans of approximately \$5 million, compared with contributions of \$13.7 million for the full year 2006.

AMETEK, Inc.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
March 31, 2007
(Unaudited)

The current estimate of 2007 pension contributions is revised from the range of \$5 million to \$14 million disclosed in our 2006 Form 10-K.

Note 10 — Product Warranties

The Company provides limited warranties in connection with the sale of its products. The warranty periods for products sold vary 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.

Changes in the Company's accrued product warranty obligation for the three-months ended March 31, 2007 and 2006 were as follows:

	(In thousands)	
	Three months ended March 31, 2007	March 31, 2006
Balance, beginning of year	\$ 10,873	\$ 9,435
Accruals for warranties issued during the period	1,838	1,930
Settlements made during the period	(1,763)	(1,638)
Other	38	293
Balance, end of period	<u>\$ 10,986</u>	<u>\$ 10,020</u>

Product warranty obligations are reported as current liabilities in the consolidated balance sheet.

Note 11 — Segment Disclosure

The Company has two reportable business segments, the Electronic Instruments Group and the Electromechanical Group. The Company aggregates its operating segments for segment reporting purposes primarily on the basis of product type, production process, distribution methods, and management organizations.

At March 31, 2007, there were no significant changes in identifiable assets of reportable segments from the amounts disclosed at December 31, 2006, 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-month periods ended March 31, 2007 and 2006 can be found in the table on page 14 in the Management Discussion & Analysis section of this Report.

AMETEK, Inc.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
March 31, 2007
(Unaudited)

Note 12 — Acquisitions Subsequent to March 31, 2007

In April 2007, the Company acquired Seacon Phoenix, a privately held provider of undersea electrical interconnect subsystems to the global submarine market for approximately \$38 million in cash. With annual sales of approximately \$17 million, Seacon Phoenix adds to AMETEK's position in highly engineered hermetically sealed electrical interconnects and microelectronic packaging used to protect sophisticated electronics in aerospace, defense, telecommunications and industrial applications. Headquartered in Westerly, RI, Seacon Phoenix joins AMETEK HCC Industries within AMETEK's Electromechanical Group.

Also in April 2007, the Company acquired the Halmar Robicon silicon controlled rectifier (SCR) power controller and related Power Control Systems technology and products of Siemens Energy & Automation, Inc.. Halmar Robicon's technology fits well with AMETEK Solidstate Controls and provides the opportunity to further broaden our capabilities and position in the U.S. power controller market. AMETEK Solidstate Controls is a unit of our Electronic Instruments Group.

AMETEK, Inc.Item 2. Management's Discussion and Analysis of Financial Condition and Results of OperationsResults of Operations

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

	(In thousands)	
	Three months ended March 31,	
	<u>2007</u>	<u>2006</u>
Net Sales		
Electronic Instruments	\$ 282,933	\$ 236,439
Electromechanical	<u>222,350</u>	<u>187,428</u>
Consolidated net sales	<u>\$ 505,283</u>	<u>\$ 423,867</u>
Operating income and income before income taxes		
Electronic Instruments	\$ 62,201	\$ 47,712
Electromechanical	<u>38,006</u>	<u>31,952</u>
Total segment operating income	100,207	79,664
Corporate and other	<u>(10,283)</u>	<u>(8,863)</u>
Consolidated operating income	89,924	70,801
Interest and other expenses, net	<u>(11,475)</u>	<u>(10,825)</u>
Consolidated income before income taxes	<u>\$ 78,449</u>	<u>\$ 59,976</u>

Operations for the first quarter of 2007 compared with the first quarter of 2006

In the first quarter of 2007, the Company posted record sales, operating income, net income and diluted earnings per share. The Company achieved these results from strong internal growth both in the Electronic Instruments (EIG) and Electromechanical (EMG) Groups as well as contributions by the acquisitions of the Pittman business acquired in May 2006, the Land Instruments business acquired in June 2006, the Precitech business acquired in November 2006 and the Southern Aeroparts acquisition in December 2006. Strong internal growth and the acquisitions also enabled the Company to post record order input in the first quarter of 2007.

Net sales for the first quarter of 2007 were \$505.3 million, an increase of \$81.4 million, or 19.2% when compared with net sales of \$423.9 million in the first quarter of 2006. The net sales increase in the first quarter of 2007 was driven by strong internal sales growth of 9%, excluding a favorable 2% effect of foreign currency translation, led by the Company's differentiated base businesses. The acquisitions mentioned above contributed the remainder of the net sales increase.

International sales for the first quarter of 2007 were \$252.0 million, or 49.9% of consolidated sales, an increase of \$52.8 million, or 26.5% when compared with \$199.3 million, or 47.0% of consolidated sales in the same quarter of 2006. The increase in international sales primarily results from increased

AMETEK, Inc.

Results of Operations (continued)

sales from base businesses, which includes the effect of foreign currency translation, as well as the acquisitions of Land Instruments and Pittman. Increased international sales came mainly from sales to Europe and Asia by both Groups.

Order input for the first quarter of 2007 was a record at \$529.9 million, compared with \$467.6 million in the first quarter of 2006, an increase of \$62.3 million or 13.3%. The increase in order input was driven by the acquisitions mentioned previously as well as strong demand in the Company's differentiated businesses, led by the Company's aerospace, process and power businesses. The Company's backlog of unfilled orders at March 31, 2007 was \$561.4 million, compared with \$536.8 million at December 31, 2006, an increase of \$24.6 million or 4.6%. The increase in the backlog was due to higher order levels in our base differentiated businesses.

Segment operating income for the first quarter of 2007 was \$100.2 million, an increase of \$20.5 million or 25.7% from \$79.7 million in the first quarter of 2006. Segment operating income, as a percentage of sales, increased to 19.8% of sales in the first quarter of 2007 from 18.8% of sales in the first quarter of 2006. The increase in segment operating income resulted from strength in the Company's differentiated businesses, which includes the profit contributions made by the acquisitions. The margin improvement came from the Company's differentiated businesses.

Selling, general and administrative expenses (SG&A) were \$62.1 million in the first quarter of 2007, an increase of \$11.2 million or 22.1%, when compared with the first quarter of 2006. The \$11.2 million selling expense increase was evenly split between the acquisitions mentioned above and base businesses due to higher sales levels. As a percentage of sales, SG&A expenses were 12.3% in the first quarter of 2007, compared with 12.0% in the same period of 2006 due to higher selling expenses. Selling expenses, as a percentage of sales increased to 10.3% in the first quarter of 2007 compared with 9.9% of sales in the first quarter of 2006. The increase in selling expense as a percentage of sales was due primarily to the impact of acquisitions. The Company's acquisition strategy generally is to acquire differentiated businesses, which because of their distribution channels and higher marketing costs tend to have a higher level of selling expenses than the Company's base businesses. Base business selling expenses as a percentage of sales were in line with internal growth.

Corporate administrative expenses for the first quarter of 2007 were \$10.2 million, an increase of \$1.4 million when compared with the same period in 2006. The increase in corporate administrative expenses was primarily the result of higher equity-based compensation due primarily to the accelerated vesting of a restricted stock grant and other costs to grow the Company. As a percentage of sales, corporate administrative expenses were 2.0% in the first quarter of 2007, a decline from the 2.1% in the first quarter of 2006.

Consolidated operating income totaled \$89.9 million or 17.8% of sales for the first quarter of 2007, compared with \$70.8 million, or 16.7% of sales for the same quarter of 2006, an increase of \$19.1 million or 27.0%.

AMETEK, Inc.

Results of Operations (continued)

Interest expense was \$10.9 million in the first quarter of 2007, an increase of \$0.8 million or 7.9%, compared with \$10.1 million in the first quarter of 2006. The increase was primarily driven by higher average debt levels incurred to fund the 2006 acquisitions and higher average interest rates.

The effective tax rate for the first quarter of 2007 was 35.1% compared with 32.9% in the first quarter of 2006. The increase in the effective tax rate primarily reflects the elimination of the repealed Foreign Sales Corporation/Extraterritorial Income (FSC/ETI) tax benefit, an increase in state income taxes, and the impact of FIN 48 for the recognition of interest and penalties on the unrecognized tax benefits.

Net income for the first quarter of 2007 totaled \$50.9 million, an increase of 26.3% from \$40.3 million in the first quarter of 2006. Diluted earnings per share rose 26.3% to \$0.48 per share, compared with \$0.38 per share for the first quarter of 2006.

Segment Results

Electronic Instruments Group (EIG) sales totaled \$282.9 million in the first quarter of 2007, an increase of \$46.5 million or 19.7% from \$236.4 million in the same quarter of 2006. The sales increase was due to internal growth in the Group's process and analytical, aerospace and power businesses along with the acquisitions of Land Instruments and Precitech. Internal growth accounted for approximately 11% of the sales increase, excluding a favorable 2% effect of foreign currency translation. The acquisitions accounted for the remainder of the increase.

Operating income of EIG was \$62.2 million for the first quarter of 2007, an increase of \$14.5 million or 30.4% when compared with the \$47.7 million in the first quarter of 2006. Operating margins for the Group were 22.0% of sales in the first quarter of 2007 compared with operating margins of 20.2% of sales in the first quarter of 2006. The increase in segment operating income and margins as a percentage of sales, was due to the higher profit yield on the higher sales by the Group's differentiated businesses.

Electromechanical Group (EMG) sales totaled \$222.4 million in the first quarter of 2007, an increase of \$35.0 million or 18.7% from \$187.4 million in the same quarter in 2006. The sales increase was due to solid internal growth, from the Group's differentiated businesses, which accounted for approximately 6% of the sales increase, excluding a favorable 2% effect of foreign currency translation. The acquisitions of Pittman and Southern Aeroparts accounted for the remainder of the sales increase.

Operating income of EMG was \$38.0 million for the first quarter of 2007, an increase of \$6.0 million or 18.8% when compared with the \$32.0 million in the first quarter of 2006. EMG's increase in operating income was due to higher sales from the Group's differentiated businesses, which includes the acquisitions mentioned above. Operating margins for the Group were at 17.1% of sales in the first quarter of 2007 compared with 17.0% of sales in the first quarter of 2006.

Financial Condition

Liquidity and Capital Resources

Cash provided by operating activities totaled \$54.8 million in the first quarter of 2007, compared with \$38.7 million for the same period of 2006, an increase of \$16.1 million, or 41.8%. The increase in operating cash flow was primarily the result of higher earnings and lower pension contributions in the first quarter of 2007. In the first quarter of 2007, the Company paid \$0.6 million in contributions to its defined benefit pensions plans compared with the first quarter of 2006 contributions of approximately \$10.0 million.

Cash used for investing activities totaled \$8.4 million in the first quarter of 2007, compared with \$19.8 million in the first quarter of 2006. Additions to property, plant and equipment in the first quarter of 2007 totaled \$8.5 million, compared with \$5.5 million in the same period of 2006. In the first quarter of 2006, the Company paid \$14.4 million for business and product line acquisitions.

Cash used for financing activities totaled \$38.5 million in the first quarter of 2007, compared with \$16.0 million in the first quarter of 2006. Cash used in both periods was primarily to repay short-term borrowings. At March 31, 2007, the Company had \$307.4 million available under its existing credit lines.

Additional financing activities for the first quarter of 2007 included dividend payments of \$6.4 million, compared with \$4.2 million in the same period of 2006. The increase in dividends paid was the result of a Board of Directors approved 50% increase in the quarterly dividend rate on the Company's common stock in the fourth quarter of 2006. The Company also repurchased 81,462 shares of its common stock in the first quarter of 2007 for \$2.9 million. There were no repurchases of the Company's common stock in the first quarter of 2006. As of March 31, 2007, \$28.5 million was available under the current Board authorization for future share repurchases.

At March 31, 2007, total debt outstanding was \$648.3 million, compared with \$681.9 million at December 31, 2006. The Debt-to-capital ratio was 39.0% at March 31, 2007, compared with 41.4% at December 31, 2006.

As a result of the activities discussed above, the Company's cash and cash equivalents at March 31, 2007 totaled \$57.4 million, compared with \$49.1 million at December 31, 2006. The Company believes it has sufficient cash-generating capabilities and available credit facilities to enable it to meet its needs in the foreseeable future.

AMETEK, Inc.

Forward-looking Information

Information contained in this discussion, other than historical information, is considered “forward-looking statements” and is subject to various factors and uncertainties that may cause actual results to differ significantly from expectations. These factors and uncertainties include our ability to consummate and successfully integrate future acquisitions; risks associated with international sales and operations; our ability to successfully develop new products, open new facilities or transfer product lines; the price and availability of raw materials; compliance with government regulations, including environmental regulations; changes in the competitive environment or the effects of competition in our markets; the ability to maintain adequate liquidity and financing sources; and general economic conditions affecting the industries we serve. A detailed discussion of these and other factors that may affect our future results is contained in AMETEK’s filings with the Securities and Exchange Commission, including its most recent reports on Form 10-K, 10-Q and 8-K. AMETEK disclaims any intention or obligation to update or revise any forward-looking statements, unless required by the securities laws to do so.

Item 4. Controls and Procedures

The Company maintains a system of disclosure controls and procedures that is designed to provide reasonable assurance that information, which is required to be disclosed, is accumulated and communicated to management in a timely manner. The Company’s principal executive officer and principal financial officer evaluated the effectiveness of the system of disclosure controls and procedures as of March 31, 2007. Based on that evaluation, the Company’s principal executive officer and principal financial officer concluded that the Company’s disclosure controls and procedures are effective in all material respects as of March 31, 2007.

Such evaluation did not identify any change in the Company’s internal control over financial reporting during the quarter ended March 31, 2007 that has materially affected, or is reasonably likely to materially affect, the Company’s internal control over financial reporting.

AMETEK, Inc.PART II. OTHER INFORMATIONItem 2. Unregistered Sales of Equity Securities and Use of Proceeds

(c) Purchase of equity securities by the issuer and affiliated purchasers.

The following table reflects purchases of AMETEK, Inc. common stock by the Company during the three months ended March 31, 2007:

Period	Total Number of Shares Purchased (1)	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plan (2)	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plan
January 1, 2007 to January 31, 2007	—	—	—	\$31,363,911
February 1, 2007 to February 28, 2007	81,476	\$35.36	81,476	28,482,920
March 1, 2007 to March 31, 2007	—	—	—	28,482,920
Total	<u>81,476</u>	\$35.36	<u>81,476</u>	

- (1) The total number of shares purchased in the first quarter of 2007 was for shares surrendered to the Company to satisfy tax withholding obligations in the connection with the accelerated vesting of restricted stock issued to employees.
- (2) The Company's Board of Directors has authorized repurchases of up to \$50.0 million of its common stock. Such purchases may be affected from time to time in the open market or in private transactions, subject to market conditions and at management's discretion. This column discloses the number of shares purchased pursuant to the Board's authorization.

Table of Contents

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

The Annual Meeting of Stockholders of AMETEK, Inc. (the "Company") was held on April 24, 2007. 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 a term expiring in 2010:

Nominee	Number of Shares	
	Voted for	Voted against or withheld
Steven W. Kohlhagen	87,188,206	11,776,416
Charles D. Klein	96,231,783	2,732,839

Of the remaining six Board members, Sheldon S. Gordon, Frank S. Hermance and David P. Steinmann terms expire in 2008 and James R. Malone, Elizabeth R. Varet and Dennis K. Williams terms expire in 2009.

- 2) Approval of an amendment to Certificate of Incorporation in order to increase the number of shares of Common Stock authorized for issuance. The Stockholders approved an amendment to the Company's Certificate of the Incorporation in order to increase the number of shares of Common Stock which the Company is authorized to issue from 200,000,000 to 400,000,000. There were 92,746,854 shares voted for approval; 5,696,733 shares voted against, and 521,035 shares abstaining.
- 3) Approval of 2007 Omnibus Incentive Compensation Plan. The Stockholders voted in favor of the 2007 Omnibus Incentive Compensation Plan of AMETEK, Inc. which was adopted and approved by the Board of Directors on February 23, 2007. There were 80,886,783 shares voted for approval; 6,746,544 shares voted against; 1,469,719 shares abstaining, and 9,861,576 Broker non-votes.
- 4) Appointment of Independent Registered Public Accounting Firm. The Stockholders ratified the appointment of Ernst & Young LLP as independent registered public accounting firm for the Company for the year 2007. There were 96,756,763 shares voted for approval; 1,991,505 shares voted against, and 216,354 shares abstaining.

Table of Contents

Item 6. Exhibits

a) Exhibits:

<u>Exhibit Number</u>	<u>Description</u>
3.1	Amended and Restated Certificate of Incorporation of AMETEK, Inc, dated April 24, 2007.
10.1	2002 Stock Incentive Plan of AMETEK, Inc. (as Amended and Restated Effective April 25, 2007).
10.2	Seventeenth Amendment to the Receivables Sale Agreement dated as of March 19, 2007.
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.

AMETEK, Inc.

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.
Senior Vice President & Comptroller
(Principal Accounting Officer)

May 4, 2007

**AMENDED
AND RESTATED
CERTIFICATE OF INCORPORATION
OF
AMETEK, INC.
(As amended to and including April 24, 2007)**

**AMENDED
AND RESTATED
CERTIFICATE OF INCORPORATION
OF
AMETEK, INC.
(Under Sections 242 and 245 of the
Delaware General Corporation Law)**

It is hereby certified that:

1. The name of the corporation (hereinafter called the "Corporation") is AMETEK, INC.
2. The Certificate of Incorporation of GE Subsidiary, Inc. 64 was originally filed with The Secretary of State of the State of Delaware on May 8, 1986.
3. The Amended and Restated Certificate of Incorporation of the Corporation filed with The Secretary of State of the State of Delaware on May 18, 2004 is hereby amended and restated in its entirety to read as follows:

**AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
AMETEK, INC.
(A Delaware corporation)**

FIRST. The name of the corporation is AMETEK, INC. (the "Company").

SECOND. The address of the Company's registered office in the State of Delaware is 1209 Orange Street, City of Wilmington, County of New Castle, Delaware 19801. The name of the Company's registered agent at such address is The Corporation Trust Company.

THIRD. The purpose of the Company is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware ("DGCL").

FOURTH. Section 1. Authorized Capital Stock. The Company is authorized to issue two classes of capital stock, designated Common Stock and Preferred Stock. The total number of shares of capital stock that the Company is authorized to issue is 405,000,000 shares, consisting of 400,000,000 shares of Common Stock, par value \$0.01 per share, and 5,000,000 shares of Preferred Stock, par value \$0.01 per share.

Section 2. Preferred Stock. The Preferred Stock may be issued in one or more series. The Board of Directors of the Company (the "Board") is hereby authorized to issue the shares of Preferred Stock in such series and to fix from time to time before issuance the number of shares to be included in any such series and the designation, relative powers, preferences, rights, qualifications, limitations and restrictions of all shares of such series. The authority of the Board with respect to each such series will include, without limiting the generality of the foregoing, the determination of any or all of the following:

- (a) the number of shares of any series and the designation to distinguish the shares of such series from the shares of all other series;
- (b) the voting powers, if any, and whether such voting powers are full or limited in such series;
- (c) the redemption provisions, if any, applicable to such series, including the redemption price or prices to be paid;
- (d) whether dividends, if any, will be cumulative or noncumulative, the dividend rate of such series, and the dates and preferences of dividends on such series;
- (e) the rights of such series upon the voluntary or involuntary dissolution of, or upon any distribution of the assets of, the Company;
- (f) the provisions, if any, pursuant to which the shares of such series are convertible into, or exchangeable for, shares of any other class or classes or of any other series of the same or any other class or classes of stock, or any other security, of the Company or any other corporation or other entity, and the price or prices or the rates of exchange applicable thereto;
- (g) the right, if any, to subscribe for or to purchase any securities of the Company or any other corporation or other entity;
- (h) the provisions, if any, of a sinking fund applicable to such series; and
- (i) any other relative, participating, optional, or other special powers, preferences, rights, qualifications, limitations, or restrictions thereof;

all as may be determined from time to time by the Board and stated in the resolution or resolutions providing for the issuance of such Preferred Stock (collectively, a "Preferred Stock Designation").

Section 3. Common Stock. Except as may otherwise be provided in a Preferred Stock Designation, the holders of Common Stock will be entitled to one vote on each matter submitted to a vote at a meeting of stockholders for each share of Common Stock held of record by such holder as of the record date for such meeting.

FIFTH. The Board may make, amend, and repeal the By-Laws of the Company. Any By-Law made by the Board under the powers conferred hereby may be amended or repealed by the Board or by the stockholders in the manner provided in the By-Laws of the Company. Notwithstanding the foregoing and anything contained in this Amended and Restated Certificate of Incorporation to the contrary, By-Laws 3, 8, 10, 11, 12, 13 and 39 may not be amended or repealed by the stockholders, and no provision inconsistent therewith may be adopted by the stockholders, without the affirmative vote of the holders of at least 80% of the Voting Stock, voting together as a single class. The Company may in its By-Laws confer powers upon the Board in addition to the foregoing and in addition to the powers and authorities expressly conferred upon the Board by applicable law. For the purposes of this Amended and Restated Certificate of Incorporation, "Voting Stock" means stock of the Company of any class or series entitled to vote generally in the election of Directors. Notwithstanding anything contained in this Amended and Restated Certificate of Incorporation to the contrary, the affirmative vote of the holders of at least 80% of the Voting Stock, voting together as a single class, is required to amend or repeal, or to adopt any provisions inconsistent with, this Article Fifth.

SIXTH. Subject to the rights of the holders of any series of Preferred Stock:

(a) any action required or permitted to be taken by the stockholders of the Company must be effected at a duly called annual or special meeting of stockholders of the Company and may not be effected by any consent in writing of such stockholders; and

(b) special meetings of stockholders of the Company may be called only by (i) the Chairman of the Board (the "Chairman") or (ii) the Corporate Secretary of the Company (the "Secretary") within 10 calendar days after receipt of the written request of a majority of the total number of Directors which the Company would have if there were no vacancies (the "Whole Board").

At any annual meeting or special meeting of stockholders of the Company, only such business will be conducted or considered as has been brought before such meeting in the manner provided in the By-Laws of the Company. Notwithstanding anything contained in this Amended and Restated Certificate of Incorporation to the contrary, the affirmative vote of at least 80% of the Voting Stock, voting together as a single class, will be required to amend or repeal, or adopt any provision inconsistent with, this Article Sixth.

SEVENTH. Section 1. Number, Election, and Terms of Directors. Subject to the rights, if any, of the holders of any series of Preferred Stock to elect additional Directors under circumstances specified in a Preferred Stock Designation, the number of the Directors of the Company will not be less than three nor more than 12 and will be fixed from time to time in the manner described in the By-Laws of the Company. The Directors, other than those who may be elected by the holders of any series of Preferred Stock, will be classified with respect to the time for which they severally hold office into three classes, as nearly equal in number as possible, designated Class I, Class II, and Class III. The Directors first appointed to Class I will hold office for a term expiring at the first annual meeting of stockholders to be held following the filing of this Certificate; the Directors first appointed to Class II will hold office for a term expiring at the second annual meeting of stockholders to be held following the filing of this Certificate; and the Directors first appointed to Class III will hold office for a term expiring at the third annual meeting of stockholders to be held following the filing of this Certificate, with the members of each class to hold office until their successors are elected and qualified. At each succeeding annual meeting of the Company, the successors of the class of Directors whose terms expire at that meeting will be elected by plurality vote of all votes cast at such meeting to hold office for a term expiring at the annual meeting of stockholders held in the third year following the year of their election. Election of Directors of the Company need not be by written ballot unless requested by the Chairman or by the holders of a majority of the Voting Stock present in person or represented by proxy at a meeting of the stockholders at which Directors are to be elected.

Section 2. Nomination of Director Candidates. Advance notice of stockholder nominations for the election of Directors must be given in the manner provided in the By-Laws of the Company.

Section 3. Newly Created Directorships and Vacancies. Subject to the rights, if any, of the holders of any series of Preferred Stock to elect additional Directors under circumstances specified in a Preferred Stock Designation, newly created directorships resulting from any increase in the number of Directors and any vacancies in the Board resulting from death, resignation, disqualification, removal, or other cause will be filled solely by the affirmative vote of a majority of the remaining Directors then in office, even though less than a quorum of the Board, or by a sole remaining Director. Any Director elected in accordance with the preceding sentence will hold office for the remainder of the full term of the class of Directors in which the new directorship was created or the vacancy occurred and until such Director's successor has been elected and qualified. No decrease in the number of Directors constituting the Board may shorten the term of any incumbent Director.

Section 4. Removal. Subject to the rights, if any, of the holders of any series of Preferred Stock to elect additional Directors under circumstances specified in a Preferred Stock Designation, any Director may be removed from office by the stockholders only for cause and only in the manner provided in this Section 4. At any annual meeting or special meeting of the stockholders, the notice of which states that the removal of a Director or Directors is among the purposes of the meeting, the affirmative vote of the holders of at least a majority of the Voting Stock, voting together as a single class, may remove such Director or Directors for cause. Except as may be provided by applicable law, cause for removal will be deemed to exist only if the Director whose removal is proposed has been adjudged by a court of competent jurisdiction to be liable to the Company or its stockholders for misconduct as a result of (a) a breach of such Director's duty of loyalty to the Company, (b) any act or omission by such Director not in good

faith or which involves a knowing violation of law, or (c) any transaction from which such Director derived an improper personal benefit, and such adjudication is no longer subject to direct appeal.

Section 5. Amendment, Repeal, Etc. Notwithstanding anything contained in this Amended and Restated Certificate of Incorporation to the contrary, the affirmative vote of at least 80% of the Voting Stock, voting together as a single class, is required to amend or repeal, or adopt any provision inconsistent with, this Article Seventh.

EIGHTH. To the fullest extent permitted by the Delaware General Corporation Law, a director of the Company shall not be liable to the Company or its stockholders for monetary damages for any breach of a fiduciary duty as a director. If the Delaware General Corporation Law is hereafter amended to authorize the further elimination or limitation of the liability of a director, then the liability of a director of the Company shall be eliminated or limited to the fullest extent permitted by the Delaware Corporation law, as so amended. Any repeal or modification of the foregoing provisions of this Article EIGHTH by the stockholders of the Company shall not adversely affect any right or protection of a director of the Company existing at the time of such repeal or modification.

NINTH. Each person who is or was or had agreed to become a Director or officer of the Company, and each such person who is or was serving or who had agreed to serve at the request of the Board or an officer of the Company as an employee or agent of the Company or as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other entity, whether for profit or not for profit (including the heirs, executors, administrators, or estate of such person), will be indemnified by the Company to the fullest extent permitted by the Delaware General Corporation Law as the same may be amended or supplemented. The right of indemnification provided in this Article Ninth (a) will not be exclusive of any other rights to which any person seeking indemnification may otherwise be entitled, including without limitation pursuant to any contract approved by a majority of the Whole Board (whether or not the Directors approving such contract are or are to be parties to such contract or similar contracts), and (b) will be applicable to matters otherwise within its scope whether or not such matters arose or arise before or after the adoption of this Article Ninth. Without limiting the generality or the effect of the foregoing, the Company may adopt By-Laws, or enter into one or more agreements with any person, which provide for indemnification greater or different than that provided in this Article Ninth or the Delaware General Corporation Law. Notwithstanding anything contained in this Amended and Restated Certificate of Incorporation to the contrary, the amendment or repeal of, or adoption of any provision inconsistent with, this Article Ninth will require the affirmative vote of the holders of at least 80% of the Voting Stock, voting together as a single class. Any amendment or repeal of, or adoption of any provision inconsistent with, this Article Tenth will not adversely affect any right or protection existing hereunder prior to such amendment, repeal, or adoption.

TENTH. Whenever a compromise or arrangement is proposed between the Company and its creditors or any class of them and/or between the Company and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the Company or any creditor or stockholder thereof or on the application of any receiver or receivers appointed for the Company under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for the Company under the provisions of Section 279 of Title 8 of the

Delaware Code, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders, of the Company, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders, of the Company, as the case may be, agree to any compromise or arrangement and to any reorganization of the Company as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the Company, as the case may be, and also on the Company.

3. This Amended and Restated Certificate of Incorporation was duly adopted in accordance with the provisions of Sections 242 and 245 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said AMETEK, INC. has caused this certificate to be signed by Frank S. Hermance, its Chairman of the Board and Chief Executive Officer, and attested by Kathryn E. Sena, its Corporate Secretary, this 24th day of April, 2007.

Signed and attested to this 24th day of April, 2007.

AMETEK, INC.

/s/ Frank S. Hermance

Frank S. Hermance
Chairman of the Board and
Chief Executive Officer

Attest:

/s/ Kathryn E. Sena

Kathryn E. Sena
Corporate Secretary

**2002 STOCK INCENTIVE PLAN
OF AMETEK, INC.
(as Amended and Restated Effective April 25, 2007)**

1. Purpose. The purpose of this Stock Incentive Plan is to advance the interests of the Corporation by encouraging and enabling the acquisition of a larger personal proprietary interest in the Corporation by key employees and Directors of the Corporation and its Affiliates upon whose judgment and keen interest the Corporation is largely dependent for the successful conduct of its operations, and by providing such key employees and Directors with incentives to maximize the success of the Corporation. It is anticipated that the acquisition of such proprietary interest in the Corporation and such incentives will strengthen the desire of such key employees and Directors to remain with the Corporation as well as that such incentives and the opportunity to acquire such a proprietary interest will enable the Corporation and its Affiliates to attract desirable personnel and Directors.

2. Definitions. When used in this Plan, unless the context otherwise requires:

- (a) "Act" shall mean the Securities Exchange Act of 1934, as amended.
 - (b) "Affiliate" shall mean a person or entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Corporation. For this purpose, 50% general voting power of an incorporated entity, or 50% profits interest of an unincorporated entity, as the case may be, shall constitute control.
 - (c) "Board of Directors" shall mean the Board of Directors of the Corporation as constituted at any time.
 - (d) "Chairman of the Board" shall mean the person who at the time shall be Chairman of the Board of Directors of the Corporation.
 - (e) "Code" shall mean the Internal Revenue Code of 1986, as amended.
 - (f) "Committee" shall mean the Compensation Committee of the Board of Directors and hereinafter described in Section 4.
 - (g) "Corporation" shall mean AMETEK, Inc.
 - (h) "Director" shall mean a member of the Board of Directors.
 - (i) "Fair Market Value" shall mean the last reported sale price on the principal United States stock exchange or other United States market on which the Shares are traded on the date as of which such value is being determined or, if there shall be no sale on that date, then on the last previous day on which a sale was so reported.
 - (j) "Incentive Award" shall mean an Option, Phantom Stock Award, Restricted Stock Award, or Rights granted pursuant to the Plan.
-

- (k) "Incentive Stock Option" shall mean an option as defined under Section 422 of the Code and regulations promulgated thereunder.
- (l) "Mature Shares" shall mean shares that a holder has beneficially owned for at least six months.
- (m) "Non-Employee Director" shall mean a Director of the Corporation and/or its Affiliates who is not also an employee of the Corporation and/or its Affiliates.
- (n) "Non-Qualified Stock Option" shall mean an Option other than an Incentive Stock Option.
- (o) "Options" shall mean the stock options granted pursuant to the Plan, including Non-Qualified Stock Options and Incentive Stock Options, which shall entitle the holder thereof to purchase Shares from the Corporation for such price and at such times as the Committee shall determine at the time the Options are granted, subject to the terms and conditions of the Plan.
- (p) "Phantom Stock Award" shall mean an Award granted in accordance with the provisions of Section 11 hereof, which shall entitle the holder thereof to receive from the Corporation cash or Shares, or a combination of cash and Shares, based upon the Fair Market Value of Shares at the time of the expiration of the vesting period under such Award, subject to the terms and conditions of the Plan.
- (q) "Phantom Stock Units" shall mean the units of Phantom stock credited to the holder of a Phantom Stock Award, each of which units shall be a fictitious share of common stock which is the equivalent of one Share.
- (r) "Plan" shall mean the 2002 Stock Incentive Plan of AMETEK, Inc., as it may be amended from time to time.
- (s) "Restricted Shares" shall mean the Shares issued as a result of a Restricted Stock Award.
- (t) "Restricted Stock Award" shall mean a grant of Shares or of the right to purchase Shares pursuant to Section 10 hereof. Such Shares, when and if issued, shall be subject to such transfer restrictions and risk of forfeiture as the Committee shall determine at the time the Award is granted, or as specified in subsection (a)(iv) of Section 10 hereof, until such specific conditions are met. Such conditions may be based on continuing employment (or services) or achievement of pre-established performance objectives, or both.
- (u) "Rights" shall mean stock appreciation rights granted pursuant to the Plan, which shall entitle the holder thereof to receive from the Corporation cash or Shares or a combination of cash and Shares based upon the excess of the Fair Market Value of Shares at the time of exercise over the purchase price of the Shares subject to the related Option, or the Fair Market Value of Shares on the date the Rights were granted, as the case may be, subject to the terms and conditions of the Plan.

(v) "Share" shall mean a share of common stock of the Corporation.

3. Shares Subject to the Plan. Subject to the provisions of Section 16 hereof, the aggregate number of Shares that may be subject to Options, Phantom Stock Awards (other than any Phantom Stock Awards which are payable only in cash), Restricted Stock Awards and Rights shall not exceed 6,000,000, which Shares may be either Treasury Shares or authorized but unissued Shares. A maximum of 2,100,000 Shares may be awarded to any single individual during the duration of the Plan. A maximum of 30% of the aggregate number of Shares, or 1,800,000 Shares, may be awarded as Restricted Shares, Rights, Phantom Stock Awards and Phantom Stock Units. A maximum of 10% of the aggregate number of Shares, or 600,000 Shares, may be awarded to Non-Employee Directors during the duration of the Plan. All of the foregoing limits reflect adjustment for the 3 for 2 stock split in November 2006, pursuant to Section 16. In the event the Corporation adopts a stock purchase plan for the benefit of its employees, the shares of common stock awarded under that plan shall further reduce the aggregate number of Shares available under this Plan. If the Shares that would be issued or transferred pursuant to any such Incentive Award are not issued or transferred and cease to be issuable or transferable for any reason (including the extent to which payment pursuant to a Phantom Stock Award is made in cash), or if Restricted Shares issued pursuant to a Restricted Stock Award are forfeited, the number of Shares subject to such Incentive Award will no longer be charged against the limitation provided for herein (even if the holders had voting or dividend rights with regard to the Shares) and may again be made subject to Incentive Awards; provided, however, that Shares as to which an Option has been surrendered in connection with the exercise of a related Right shall not again be available for the grant of any further Incentive Awards. Notwithstanding the preceding, with respect to any Option or Right granted to any person who is a "covered employee" as defined in Section 162(m) of the Code that is canceled (other than with respect to the exercise of a related Right or Option) or as to which the exercise price or base value is reduced, the number of shares subject to such Option or Right shall continue to be counted, in accordance with said Section 162(m) and regulations promulgated thereunder, against the maximum number of Shares which may be the subject of Incentive Awards granted to such person.

4. Committee. The Plan shall be administered by a Committee which shall consist of at least two Directors, all of whom shall be "outside directors" as defined under Section 162(m) of the Code and related Treasury regulations and all of whom shall be "Non-Employee Directors" as defined under Rule 16b-3 under the Act. The members of the Committee shall be selected by the Board of Directors. If a member of the Committee, for any reason, shall cease to serve, the vacancy may be filled by the Board of Directors. Any member of the Committee may be removed at any time, with or without cause, by the Board of Directors. The Chairman of the Committee shall be designated by the Board of Directors, and meetings of the Committee may be called at any time by its Chairman or upon written request of a majority of the members of the Committee, provided that meetings may be held at any time without notice if all the members are present or if at any time before or after the meeting those not present waive notice of the meeting in writing. Subject to the preceding provision, at least one day's notice of the meeting shall be given in person or by telephone, letter, fax, telegram or cablegram. At all meetings of the Committee, a majority of the members of the Committee at the time of such meeting shall be necessary to constitute a quorum. Any act of a majority of the quorum present at a meeting shall be the act of the Committee.

Notwithstanding any provision to the contrary herein, the Committee may delegate to one or more officers of the Company the authority to administer grants that have been made to employees other than officers of the Company subject to section 162(m) of the Code or Section 16 of the Act. To the extent that one or more officers administers such grants, references in the Plan to the "Committee" shall be deemed to refer to such officers.

5. Participants. All key employees of the Corporation and its Affiliates shall be eligible to receive Incentive Awards under the Plan. The persons to whom Incentive Awards are to be offered under the Plan and the number of Shares with respect to which Incentive Awards are to be granted to each such person shall be determined by the Committee in its sole discretion subject, however, to the terms and conditions of the Plan. The Committee in Its sole discretion may grant to any Non-Employee Director a Non-Qualified Stock Option to purchase a number of Shares determined by the Committee. Subject to Section 13 hereof, optioned Shares which may have been but were not purchased during any one twelve (12)-month period may be purchased during any one or more succeeding twelve (12)-month periods until expiration. Payment for the stock purchased pursuant to the exercise of the Option shall be made in full at the time of the exercise of the Option by cash, by check payable to the order of the Corporation, or by the delivery to the Corporation of Mature Shares of Common Stock of the Corporation which shall be valued at their Fair Market Value on the date of exercise of the Option, or by such other method as the Committee established under the Plan may permit from time to time, including payment through a broker in accordance with procedures permitted by Regulation T of the Federal Reserve Board.

6. Grant of Options. The number of Options to be granted to any eligible person shall be determined by the Committee in its sole discretion. At the time an Option is granted, the Committee may, in its sole discretion, designate whether such Option (a) is to be considered as an Incentive Stock Option, or (b) is to be treated as a Non-Qualified Stock Option for purposes of this Plan and the Code, or (c) is in part to be considered as an Incentive Stock Option and in part to be treated as a Non-Qualified Stock Option for purposes of this Plan and the Code; provided, however, that no Incentive Stock Option may be granted after March 12, 2012.

Notwithstanding any other provision of this Plan to the contrary, to the extent that the aggregate Fair Market Value (determined as of the date an Option is granted) of the Shares with respect to which Options which are designated as Incentive Stock Options (and any other incentive stock options granted to an employee after 1986 under any other incentive stock option plan maintained by the Corporation or any Affiliate that meets the requirements of Section 422 of the Code) first become exercisable in any calendar year exceeds \$100,000, such Options shall be treated as Non-Qualified Stock Options. This paragraph shall be applied by taking options into account in the order in which they are granted.

Nothing herein contained shall be construed to prohibit the granting of Options at different times to the same person.

The form of Option shall be as determined from time to time by the Committee. A certificate of Option signed by the Chairman of the Board or the President or a Vice President, attested by the Treasurer or an Assistant Treasurer, or Corporate Secretary or an Assistant Secretary of the Corporation having the seal of the Corporation affixed thereto, shall be delivered to each person to whom an Option is granted.

7. Grant of Rights. The Committee shall have the authority in its discretion to grant to any eligible person Rights which may be granted separately or in connection with an Option (either at the time of grant or at any time during the term of the Option; provided, however, that in the case of an Incentive Stock Option, Rights may be granted only at the time the Incentive Stock Option is granted). Rights granted in connection with an Option, shall be granted with respect to the same number of Shares then covered by the Option, subject to adjustment pursuant to the provisions of Section 16 hereof, and may be exercised as determined by the Committee in its discretion at the time of the grant of the Rights, either in conjunction with, or as an alternative to, the exercise of the related Option.

Conjunctive Rights granted in connection with an Option shall entitle the holder thereof to receive payment from the Corporation, determined as hereinafter provided, only if and to the extent that the related Option is exercisable and is exercised. Upon any exercise of an Option in respect of which conjunctive Rights shall have been granted, the holder of the Rights shall be entitled to receive payment of an amount equal to the product obtained by multiplying (i) the excess of the Fair Market Value of one Share on the date of such exercise over the purchase price per Share payable upon exercise of the related Option (the "Price Spread"), or a portion of the Price Spread determined by the Committee at the time of grant, by (ii) the number of Shares in respect of which the related Option shall have then been so exercised; provided, however, that the amount of the payment which a holder of such Rights shall be entitled to receive upon any exercise of the Rights shall in no event exceed two times the aggregate purchase price payable by such holder for the Shares in respect of which the related Option shall have then been so exercised.

Alternative Rights granted in connection with an Option shall entitle the holder thereof to receive payment from the Corporation, determined as hereinafter provided, only if and to the extent that the related Option is exercisable, by surrendering the Option with respect to the number of Shares as to which such Rights are then exercised. Such Option, to the extent surrendered, shall be deemed exercised. Upon any exercise of alternative Rights, the holder thereof shall be entitled to receive payment of an amount equal to the product obtained by multiplying (i) the Price Spread, or a portion of the Price Spread determined by the Committee at the time of grant, by (ii) the number of Shares in respect of which the Rights shall have then been so exercised. Alternative Rights granted in connection with an Incentive Stock Option shall not be exercisable unless the Price Spread exceeds zero. Rights granted without relationship to an Option shall be exercisable as determined by the Committee, but in no event after seven (7) years from the date of grant. Such Rights shall entitle the holder, upon the exercise thereof, to receive payment from the Corporation of an amount equal to the product obtained by multiplying (i) the excess of the Fair Market Value of one Share on the date of such exercise over the Fair Market Value of one Share on the date the Rights were granted (the "Value Spread"), or a portion of the Value Spread determined by the Committee at the time of grant, by (ii) the number of Shares in respect of which the Rights shall have then been so exercised.

Notwithstanding anything contained herein, the Committee may, in its sole discretion, limit the amount payable upon the exercise of Rights. Any such limitation shall be determined as of the date of grant and noted on the certificate evidencing the grant of the Rights.

Payment of the amount determined hereunder upon the exercise of conjunctive Rights or Rights granted without relationship to an Option shall be made solely in cash. At the holder's election, payment of the amount determined hereunder upon the exercise of alternative Rights granted in connection with an Option may be made solely in cash, or solely in Shares valued at their Fair Market Value on the date of exercise of the Rights, or in a combination of cash and Shares. Notwithstanding any other provision of the Plan or of any Option or Rights, upon the exercise of such alternative Rights, the Committee shall have the power at its discretion to disapprove the holders election as to the form (i.e., cash or Shares, or part in cash and part in Shares) in which payment of the Rights will be made and to substitute therefor payment as it determines. If the Committee does not disapprove an election made upon the exercise of Rights within 60 days after such exercise or election then the Committee shall be deemed to have approved such election. No fractional Shares shall be issued by the Corporation, and settlement therefor shall be made in cash.

The form of Rights shall be as determined from time to time by the Committee. A Certificate of Rights signed by the Chairman of the Board or the President or a Vice President, attested by the Treasurer or an Assistant Treasurer, or Corporate Secretary or an Assistant Secretary of the Corporation and having the seal of the Corporation affixed thereto, shall be delivered to each person to whom Rights are granted.

8. Duration of Option and Related Rights. The duration of any Option granted under the Plan shall be fixed by the Committee in its sole discretion; provided, however, that no Option shall remain in effect for a period of more than seven (7) years from the date on which it is granted; and provided further that an Incentive Stock Option that is granted to an employee of the Corporation or an Affiliate who, at the time of grant, owns stock possessing more than 10% of the total combined voting power of all classes of stock of the Corporation or any Affiliate, may not have a term that exceeds five years from the date of grant. The duration of any Rights granted in connection with any Option granted under the Plan shall be coterminous with the duration of the related Option.

9. Exercise of Options and Rights. Except as otherwise provided hereunder, an Option and Rights, after the grant thereof, shall be exercisable by the holder at such rate and times as may be fixed by the Committee, in its sole discretion, at the time the Option and Rights are granted. Notwithstanding the foregoing, all or any part of any remaining unexercised Options or Rights granted to any person may be exercised (a) subject to the provisions of Section 13 hereof, upon the holder's retirement at or after age 65, provided the holder has completed at least two full years of employment with the Corporation or any Affiliate, (b) subject to the provisions of Section 13 hereof, upon the death of the holder, (c) upon the holder's termination of employment in connection with a Change in Control, or (d) upon the occurrence of such special circumstance or event as in the opinion of the Committee merits special consideration.

As used in the Plan, a “Change in Control” shall be deemed to have occurred if

- (i) Any person (except the Corporation, any subsidiary of the Corporation, any employee benefit plan of the Corporation or of any subsidiary of the Corporation, or any person or entity organized, appointed or established by the Corporation for or pursuant to the terms of any such employee benefit plan), together with all affiliates and associates of such person, becomes the beneficial owner, directly or indirectly, in the aggregate of 20% or more of the value of the outstanding equity or combined voting power of the then outstanding voting securities of the Corporation entitled to vote generally in the election of directors; or
- (ii) The shareholders of the Corporation approve a merger or consolidation the result of which is that the shareholders of the Corporation do not own or control at least 50% or more of the value of the outstanding equity or combined voting power of the then outstanding voting securities of the Corporation entitled to vote generally in the election of directors, or there occurs a sale or other disposition of all or substantially all of the Corporation’s assets or a plan of liquidation is approved; provided, however, that an internal reorganization shall not constitute a “Change in Control” if the shareholders of the Corporation own or control, directly or indirectly, at least 50% of the value of the outstanding equity or combined voting power of the then outstanding voting securities of the new company entitled to vote generally in the election of directors of that company.

An Option shall be exercised by the delivery of a duly signed notice in writing to such effect, together with the Option certificate and the full purchase price of the Shares purchased pursuant to the exercise of the Option to the Corporate Secretary or an officer of the Corporation appointed by the Chairman of the Board for the purpose of receiving the sum. Payment of the full purchase price shall be made as follows: in cash or by check payable to the order of the Corporation, or by delivery to the Corporation of Mature Shares which shall be valued at their Fair Market Value on the date of exercise of the Option or by such other methods as the Committee may permit from time to time, including payment through a broker in accordance with procedures permitted by Regulation T of the Federal Reserve Board. Any Rights exercised in conjunction therewith shall be exercised by the inclusion in such notice of a notice of exercise of Rights, together with the Rights certificate.

Within a reasonable time after the exercise of an Option, the Corporation shall cause to be issued and delivered, to the person entitled thereto, a certificate for the Shares purchased pursuant to the exercise of the Option, and, if Rights have been exercised in conjunction therewith, the amount of cash determined in accordance with Section 7 hereof. If the Option and any conjunctive Rights shall have been exercised with respect to less than all of the Shares subject to the Option and Rights, the Corporation shall also cause to be delivered to the person entitled thereto an Option certificate and a Rights certificate with respect to the number of Shares equal to the difference between the number of Shares of the Option certificate and Rights certificate surrendered at the time of the exercise of the Option and Rights and the number of Shares with respect to which the Option and Rights were so exercised, or the original Option certificate and

Rights certificate shall be endorsed to give effect to the partial exercise thereof. If any Option is treated in part as an Incentive Stock Option and in part as a Non-Qualified Stock Option, the Corporation shall designate the Shares that are treated as purchased pursuant to the exercise of an Incentive Stock Option by causing to be delivered a separate certificate therefor.

Rights that are exercisable as an alternative to the exercise of a related Option, or without any relationship to an Option, shall be exercised by the delivery of a duly signed notice in writing to such effect, together with the Rights certificate, and, in the case of alternative Rights, a specification of the percentages of the Rights which the holder desires to receive in cash and in Shares. Holders of alternative Rights shall also surrender the related Option certificate. Within a reasonable time thereafter, the Corporation shall cause to be delivered and/or issued to the person entitled thereto, the amount of cash and/or a certificate for the number of Shares determined in accordance with Section 7 hereof. Upon the exercise of alternative Rights, the number of Shares subject to exercise under the related Option or portion thereof shall be reduced by the number of Shares represented by the Option or portion thereof surrendered. Shares subject to Options or portions thereof surrendered upon the exercise of alternative Rights shall not be available for subsequent Incentive Awards under the Plan. If the Rights shall have been exercised with respect to less than all of the Shares subject thereto (or to the related Option, if any), the Corporation shall also cause to be delivered to the person entitled thereto a Rights certificate (and an Option certificate, in the case of alternative Rights) with respect to the difference between the number of Shares of the Rights certificate (and related Option certificate, if any) surrendered at the time of the exercise of the Rights and the number of Shares with respect to which the Rights were so exercised (and the related Option, if any, was so surrendered), or the original Rights certificate (and related Option certificate, if any) shall be endorsed to give effect to the partial exercise (and surrender) thereof.

Notwithstanding any other provision of the Plan or of any Option or Rights, no Option or Rights granted pursuant to the Plan may be exercised at any time when the Option or Rights or the granting or exercise thereof violates any law or governmental order or regulation.

10. Terms and Conditions of Restricted Stock Awards.

- (a) All Restricted Shares granted to or purchased by an eligible person pursuant to the Plan shall be subject to the following conditions:
 - (i) the Restricted Shares may not be sold, transferred, or otherwise alienated or hypothecated until the restrictions are removed or expire;
 - (ii) each certificate representing Restricted Shares issued pursuant to a Restricted Stock Award under this Plan shall bear a legend making appropriate reference to the restrictions imposed;
 - (iii) no Restricted Shares shall have a vesting period of less than 3 years except upon the occurrence of such special circumstance or event as, in the opinion of the Committee, merits special consideration; and

- (iv) the Committee may impose such other conditions as it may deem advisable on any Restricted Shares granted to or purchased by an eligible person pursuant to a Restricted Stock Award under this Plan, including, without limitation, restrictions under the requirements of any stock exchange upon which such Shares or shares of the same class are then listed, and under any securities law applicable to such Shares.
- (b) The restrictions imposed under subsection (a) hereof upon Restricted Stock Awards shall lapse in accordance with a schedule or other conditions as determined by the Committee, subject to the provisions of Section 13 hereof.
- (c) Prior to the expiration or lapse of all of the restrictions and conditions imposed upon Restricted Shares, a stock certificate or certificates representing such Restricted Shares shall be registered in the holder's name but shall be retained by the Corporation for the holder's account. The holder shall have the right to vote such Restricted Shares and shall have all other rights and privileges of a beneficial and record owner with respect thereto, including, without limitation, the right to receive dividends, distributions and adjustments with respect thereto; provided, however, that such dividends, distributions and adjustments may be retained by the Corporation for the holder's account and for delivery to the holder, together with the stock certificate or certificates representing such Restricted Shares, as and when said restrictions and conditions shall have expired or lapsed.

11. Terms and Conditions of Phantom Stock Awards. The Committee shall have the authority in its discretion to grant to any eligible person Phantom Stock Awards which shall be subject to the following conditions:

- (a) The Phantom Stock Units credited to the holder of a Phantom Stock Award shall be subject to a vesting period which shall mean a period commencing on the date the Award is granted and ending in accordance with a schedule or other conditions as determined by the Committee, subject to the provisions of Section 13 hereof. The Committee may provide for the expiration of the vesting period in installments where deemed appropriate.
- (b) A Phantom Stock Award shall entitle the holder, upon the expiration of the vesting period, to receive payment from the Corporation of an amount equal to the product obtained by multiplying (i) the Fair Market Value of one Share on the date of such expiration by (ii) the number of Phantom Stock Units in respect of which the vesting period shall have then expired. The payment of such amount may be made solely in cash, or solely in Shares valued at their Fair Market Value on the date of expiration of the vesting period, or in a combination of cash and Shares, subject to such terms and conditions as are determined by the Committee; provided, however, that no fractional Shares shall be issued by the Corporation, and settlement therefor shall be made in cash.

- (c) The Committee may impose such other conditions as it may deem advisable on any Shares which may be issued pursuant to a Phantom Stock Award under this Plan, including, without limitation, restrictions under the requirements of any stock exchange upon which such Shares or shares of the same class are then listed, and under any securities law applicable to such Shares.
- (d) Prior to the expiration of the vesting period under a Phantom Stock Award, amounts equal to the dividends payable with respect to the same number of Shares as the number of Phantom Stock Units as to which the vesting period has not expired shall be credited to the holder's account under such Award; provided, however, that such dividend-equivalent amounts may be retained by the Corporation for the holder's account and for delivery to the holder only as and when said vesting period shall have expired.

12. Purchase Price. The purchase price per Share, for Restricted Shares to be purchased pursuant to Restricted Stock Awards, or for the Shares to be purchased pursuant to the exercise of an Option, shall be fixed by the Committee at the time of the grant of the Restricted Stock Award or Option; provided, however, that the purchase price per Share for the Shares to be purchased pursuant to the exercise of an Incentive Stock Option or Non-Qualified Stock Option shall not be less than 100% of the Fair Market Value of a Share on the date such Incentive Stock Option or Non-Qualified Stock Option is granted; and, provided further, that an Incentive Stock Option that is granted to an employee of the Corporation or an Affiliate who, at the time of grant, owns stock possessing more than 10% of the total combined voting power of all classes of stock of the Corporation or any Affiliate, must have a purchase price per Share equal to 110% of the Fair Market Value of a Share on the date of grant.

13. Termination of Employment. If a holder of an Option and/or Rights shall voluntarily or involuntarily leave the employ or service of the Corporation and its Affiliates (including retirement), the Option and Rights of such holder shall terminate forthwith, except that the holder shall have until the expiration of 3 months from the cessation of the holder's employment or service with the Corporation and its Affiliates (without regard to any period of severance) to exercise any unexercised Option and/or Rights the holder could have exercised on the day on which he left the employ or service of the Corporation and Affiliates, including those Options and/or Rights that become exercisable upon cessation of employment pursuant to the provisions of the first paragraph of Section 9 hereof.

If the cessation of employment or service is due to death, the representatives of the estate of the holder shall have the privilege of exercising the unexercised Options and/or Rights which the deceased could have exercised at the time of his death, including those Options and/or Rights that become exercisable pursuant to the provisions of the first paragraph of Section 9 hereof, provided that such exercise must be accomplished prior to the expiration of such Options and Rights and within six months after the death of the holder.

The Committee may, in its sole discretion, provide with respect to an Option or Rights granted to any individual (and either at the time of grant of such Option or Rights or by an amendment thereafter to any such outstanding Option or Rights), that the post-termination or post-death exercise period shall be for a period of time specified by the Committee which is longer than the

period which would otherwise apply pursuant to this Section 13, but in no event beyond the expiration of the stated term of such Option or Rights.

If the employment or service of any holder with the Corporation or an Affiliate shall be terminated because of the holder's violation of the duties of such employment or service with the Corporation or its Affiliates, as he may from time to time have, the existence of which violation shall be determined by the Committee in its sole discretion and which determination by the Committee shall be conclusive, all unexercised Options and Rights of such holder shall terminate immediately upon the termination of the holder's employment or service with the Corporation or an Affiliate, and a holder whose employment or service with the Corporation or an Affiliate is so terminated shall have no right after such termination to exercise any unexercised Option or Rights he might have exercised prior to the termination of his employment or service with the Corporation or an Affiliate.

Except as hereinafter provided, if a holder of a Restricted Stock Award shall voluntarily or involuntarily leave the employ (or service) of the Corporation and its Affiliates, all such Restricted Shares subject to restrictions at the time his employment (or service) terminates (and any dividends, distributions and adjustments retained by the Corporation with respect thereto) shall be forfeited and any consideration received therefor from the holder shall be returned to the holder. Notwithstanding the foregoing, all restrictions to which Restricted Stock Awards are subject shall lapse (a) upon the death or disability (as defined in Section 22(e)(3) of the Code) of the holder, (b) upon the holder's termination of employment (or cessation of service as a Director) in connection with a Change in Control (as defined in Section 9 hereof), or (c) upon the occurrence of such special circumstance or event as in the opinion of the Committee merits special consideration.

Except as hereinafter provided, if a holder of a Phantom Stock Award shall voluntarily or involuntarily leave the employ (or service) of the Corporation and its Affiliates prior to the complete expiration of the vesting period, all amounts therefor remaining payable pursuant to such Award (including any dividend equivalent amounts retained by the Corporation with respect thereto) shall be forfeited. Notwithstanding the foregoing, the vesting period under a Phantom Stock Award shall completely expire, and all amounts remaining payable thereunder shall be payable (a) upon the death or disability (as defined in Section 22(e)(3) of the Code) of the holder, (b) upon the holder's termination of employment (or service) in connection with a Change in Control, or (c) upon the occurrence of such special circumstance or event as in the opinion of the Committee merits special consideration.

14. Transferability of Incentive Awards.

- (a) Non-Transferability of Incentive Awards. Except as provided below, Incentive Awards shall not be transferable by the holder thereof otherwise than by will or the laws of descent and distribution to the extent provided herein, and Incentive Awards may be exercised or surrendered during the holder's lifetime only by the holder thereof.

- (b) Transfer of Non-Qualified Stock Options. Notwithstanding the foregoing, the Committee may provide, in a Non-Qualified Stock Option certificate, that the holder thereof may transfer the Non-Qualified Stock Option to family members or other persons or entities according to such terms as the Committee may determine; provided that the holder thereof receives no consideration for the transfer of a Non-Qualified Stock Option and the transferred Option shall continue to be subject to the same terms and conditions as were applicable to the Option immediately before the transfer.

15. Tax Withholding. The Corporation or Affiliate will take such action as it deems appropriate to ensure compliance with all federal, state or local income tax withholding laws. In order to facilitate a Participant's payment of his withholding obligations with respect to Incentive Awards, the Committee, in its discretion, and subject to such additional terms and conditions as it may adopt, may permit the Participant to elect to (a) deduct from any cash payment otherwise due to the Participant, the appropriate withholding amount, (b) pay to the Corporation in cash the appropriate withholding amount, (c) have the Corporation withhold a portion of the Shares otherwise to be delivered upon exercise or receipt of (or the lapse or restrictions relating to) such Incentive Award, the Fair Market Value of which is equal to the minimum statutory withholding amount, or (d) deliver to the Corporation Mature Shares already owned by the Participant, the Fair Market Value of which is equal to the appropriate withholding amount.

16. Adjustment Provision. If prior to the complete exercise of any Option, or prior to the expiration or lapse of all of the restrictions and conditions imposed pursuant to a Restricted Stock Award, there shall be declared and paid a stock dividend upon the Shares or if the Shares shall be split up, converted, exchanged, reclassified, or in any way substituted for,

- (a) in the case of an Option, then the Option, to the extent that it has not been exercised, shall entitle the holder thereof upon the future exercise of the Option to such number and kind of securities or cash or other property subject to the terms of the Option to which he would have been entitled had he actually owned the Shares subject to the unexercised portion of the Option at the time of the occurrence of such stock dividend, split-up, conversion, exchange, reclassification or substitution, and the aggregate purchase price upon the future exercise of the Option shall be the same as if the originally optioned Shares were purchased thereunder; and
- (b) in the case of a Restricted Share issued pursuant to a Restricted Stock Award, the holder of such Award shall receive, subject to the same restrictions and other conditions of such Award as determined pursuant to the provisions of Section 10, the same securities or other property as are received by the holders of the Corporation's Shares pursuant to such stock dividend, split-up, conversion, exchange, reclassification or substitution.

Any fractional shares or securities payable upon the exercise of the Option as a result of such adjustment shall be payable in cash based upon the Fair Market Value of such shares or securities at the time of such exercise. If any such event should occur, the number of Shares with respect to which Incentive Awards remain to be issued, or with respect to which Incentive

Awards may be reissued, including all the numerical Share limitations in Section 3, shall be equitably adjusted in a similar manner.

In addition to the adjustments provided for in the preceding paragraph, upon the occurrence of any of the events referred to in said paragraph prior to the complete exercise of any Rights, or prior to the complete expiration of the vesting period under a Phantom Stock Award, the Committee shall equitably adjust the amount of cash and/or number of Shares or other property to which the holder of the Rights shall be entitled upon their exercise, or to which the holder of the Phantom Stock Award shall be entitled upon the expiration of the vesting period, so that there shall be no increase or dilution in the cash and/or value of the shares or other property to which the holder of Rights or of a Phantom Stock Award shall be entitled by reason of such events.

Notwithstanding any other provision of the Plan, in the event of a recapitalization, merger, consolidation, rights offering, separation, reorganization or liquidation, or any other change in the corporate structure or outstanding Shares, the Committee shall make such equitable adjustments, if any, to the number of Shares and the class of shares available hereunder, including all the numerical Share limitations in Section 3, and to any outstanding Incentive Awards as are appropriate to prevent dilution or enlargement of rights.

17. Issuance of Shares and Compliance with Securities Act. The Corporation may postpone the issuance and delivery of Shares pursuant to the grant or exercise of any Incentive Award until (a) the admission of such Shares to listing on any stock exchange on which Shares of the Corporation of the same class are then listed and (b) the completion of such registration or other qualification of such Shares under any state or federal law, rule or regulation as the Corporation shall determine to be necessary or advisable. As a condition precedent to the issuance of Shares pursuant to the grant or exercise of an Incentive Award, the Corporation may require the recipient thereof to make such representations and furnish such information as may, in the opinion of counsel for the Corporation, be appropriate to permit the Corporation, in light of the then existence or non-existence with respect to such Shares of an effective Registration Statement under the Securities Act of 1933, as from time to time amended, to issue the Shares in compliance with the provisions of that or any comparable act.

18. Administration and Amendment of the Plan. Except as hereinafter provided, the Board of Directors or the Committee may at any time withdraw or from time to time amend the Plan and the terms and conditions of any Incentive Award not theretofor granted, and the Board of Directors or the Committee, with the consent of the affected holder of an Incentive Award, may at any time withdraw or from time to time amend the Plan and the terms and conditions of such Incentive Awards as have been theretofor granted. Notwithstanding the foregoing, neither the Board of Directors nor the Committee shall (a) amend the Plan without the approval of the stockholders, if such approval is required by Section 422 or 162(m) of the Code, (b) materially amend the Plan without stockholder approval, or (c) without stockholder approval reprice any outstanding Incentive Award by either amending such Incentive Award to reduce the exercise price, purchase price or grant date Fair Market Value per Share thereof or canceling such Incentive Award and regranting or replacing such Incentive Award as or with an Incentive Award having a lower exercise price, purchase price or grant date Fair Market Value per Share.

The Committee shall have the sole authority to (i) determine the individuals to whom Incentive Awards shall be made under the Plan, (ii) determine the type, size and terms of the Incentive Awards to be made to each such individual, (iii) determine the time when the Incentive Awards will be made and the duration of any applicable exercise or restriction period, including the criteria for exercisability and the acceleration of exercisability and (iv) deal with any other matters arising under the Plan. Pursuant to Section 4, the Committee may delegate to one or more officers of the Company the authority to administer grants that have been made to employees other than officers of the Company subject to section 162(m) of the Code or Section 16 of the Act.

The Committee shall have full power and authority to administer and interpret the Plan, to make factual determinations and to adopt or amend such rules, regulations, agreements and instruments for implementing the Plan and for the conduct of its business as it deems necessary or advisable, in its sole discretion. The Committee's interpretations of the Plan and all determinations made by the Committee pursuant to the powers vested in it hereunder shall be conclusive and binding on all persons having any interest in the Plan or in any Incentive Awards granted hereunder. All powers of the Committee shall be executed in its sole discretion, in the best interest of the Corporation, not as a fiduciary, and in keeping with the objectives of the Plan and need not be uniform as to similarly situated individuals.

19. Governing Law. Except as required by Delaware corporate law, the Plan shall be governed by and construed in accordance with the laws of the state of New York, without giving effect to principles of conflict of laws.

20. Effective Date of Plan. This Plan is conditioned upon its approval by the shareholders of the Corporation.

21. Governing Document. The Plan shall be the controlling document. No other statements, representations, explanatory materials or examples, oral or written, may amend the Plan in any manner. The Plan shall be binding upon and enforceable against the Corporation and its successors and assigns.

22. Funding of the Plan. This Plan shall be unfunded. The Corporation shall not be required to establish any special or separate fund or to make any other segregation of assets to assure the payment of any Incentive Awards under this Plan. In no event shall interest be paid or accrued on any Incentive Award, including unpaid installments of Incentive Awards.

23. Rights of Participants. Nothing in this Plan shall entitle any employee or other person to any claim or right to be granted an Incentive Award under this Plan, (except as provided in Section 5 with respect to Non-Employee Directors). Neither this Plan nor any action taken hereunder shall be construed as giving any individual any rights to be retained by or in the employ of the Corporation or any Affiliate, or any other employment rights.

24. Headings. Section headings are for reference only. In the event of a conflict between a title and the content of a Section, the content of the Section shall control.

25. Miscellaneous

- (a) Incentive Awards in Connection with Corporate Transactions and Otherwise. Nothing contained in this Plan shall be construed to (i) limit the right of the Committee to make Incentive Awards under this Plan in connection with the acquisition, by purchase, lease, merger, consolidation or otherwise, of the business or assets of any corporation, firm or association, including Incentive Awards to employees thereof who become employees of the Corporation or an Affiliate, or for other proper corporate purposes, or (ii) limit the right of the Corporation to grant options or make other awards outside of this Plan. Without limiting the foregoing, the Committee may make an Incentive Award to an employee of another corporation who becomes an employee by reason of a corporate merger, consolidation, acquisition of stock or property, reorganization or liquidation involving the Corporation or any of its subsidiaries in substitution for a stock option or restricted stock grant made by such corporation. The terms and conditions of the substitute grants may vary from the terms and conditions required by the Plan and from those of the substituted stock incentives. The Committee shall prescribe the provisions of the substitute grants.
- (b) Compliance with Law. The Plan, the exercise of Options and Rights and the obligations of the Corporation to issue or transfer Shares under Incentive Awards shall be subject to all applicable laws and to approvals by any governmental or regulatory agency as may be required. With respect to persons subject to Section 16 of the Act, it is the intent of the Corporation that all transactions under the Plan comply with all applicable provisions of Rule 16b-3 or its successors under the Act. The Committee may revoke any Incentive Award if it is contrary to law or modify an Incentive Award to bring it into compliance with any valid and mandatory government regulation. The Committee may also adopt rules regarding the withholding of taxes on payments to holders of Incentive Awards. The Committee may, in its sole discretion, agree to limit its authority under this Section.
- (c) Limitations on Actions Taken in Connection with a Change in Control. Notwithstanding anything in the Plan to the contrary, in the event of a Change in Control (as defined in Section 9 hereof), the Committee shall not have the right to take any actions that would make the Change in Control ineligible for desired tax treatment if, in the absence of such right, the Change in Control would qualify for such treatment and the Corporation intends to use such treatment with respect to the Change in Control.

IN WITNESS WHEREOF, the Corporation has caused these presents to be executed, in its corporate name, by its duly authorized officer, and its corporate seal to be affixed, as of this 25th day of April, 2007.

AMETEK, Inc.

By: /s/ John J. Molinelli
John J. Molinelli
Executive Vice President &
Chief Financial Officer

Attest:

/s/ Kathryn E. Sena
Kathryn E. Sena, Corporate Secretary

Corporate
Seal

SEVENTEENTH AMENDMENT
DATED AS OF MARCH 19, 2007
to
RECEIVABLES SALE AGREEMENT
DATED AS OF OCTOBER 1, 1999

THIS SEVENTEENTH AMENDMENT (the "*Amendment*"), dated as of March 19, 2007, is entered into among Ametek Receivables Corp. (the "*Seller*"), Ametek, Inc. (the "*Initial Collection Agent*"), Amsterdam Funding Corporation, a Delaware corporation ("*Amsterdam*"), ABN AMRO Bank N.V., as Amsterdam's program letter of credit provider (the "*Enhancer*"), the Liquidity Provider listed on the signature page hereof (the "*Liquidity Provider*") and ABN AMRO Bank N.V., as agent for Amsterdam, the Enhancer and the Liquidity Provider (the "*Agent*").

WITNESSETH:

WHEREAS, the Seller, Initial Collection Agent, Amsterdam, Enhancer, Liquidity Provider and Agent have heretofore executed and delivered a Receivables Sale Agreement, dated as of October 1, 1999 (as amended, supplemented or otherwise modified through the date hereof, the "*Sale Agreement*"),

WHEREAS, the parties hereto desire to amend the Sale Agreement as provided herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree that the Sale Agreement shall be and is hereby amended as follows:

Section 1. Upon execution by the parties hereto in the space provided for that purpose below, the Sale Agreement shall be, and it hereby is, amended as follows:

(a) The date "*March 19, 2007*" appearing in clause (d) of the defined term "*Liquidity Termination Date*" appearing in Schedule I of the Sale Agreement is deleted and replaced with the date "*May 18, 2007*."

(b) The date "*March 19, 2007*" appearing in clause (c)(ii) of the defined term "*Termination Date*" appearing in Schedule I of the Sale Agreement is deleted and replaced with the date "*May 18, 2007*."

Section 2. To induce the Agent and the Purchasers to enter into this Amendment, the Seller and Initial Collection Agent represent and warrant to the Agent and the Purchasers that: (a) the representations and warranties contained in the Transaction Documents, are true and correct in all material respects as of the date hereof with the same effect as though made on the date hereof (it being understood and agreed that any representation or warranty which by its terms is made as of a specified date shall be required to be true and correct in all material respects only as of such specified date); (b) no Potential Termination Event exists; (c) this Amendment has been duly authorized by all necessary corporate proceedings and duly executed

and delivered by each of the Seller and the Initial Collection Agent, and the Sale Agreement, as amended by this Amendment, and each of the other Transaction Documents are the legal, valid and binding obligations of the Seller and the Initial Collection Agent, enforceable against the Seller and the Initial Collection Agent in accordance with their respective terms, except as enforceability may be limited by bankruptcy, insolvency or other similar laws of general application affecting the enforcement of creditors' rights or by general principles of equity; and (d) no consent, approval, authorization, order, registration or qualification with any governmental authority is required for, and in the absence of which would adversely effect, the legal and valid execution and delivery or performance by the Seller or the Initial Collection Agent of this Amendment or the performance by the Seller or the Initial Collection Agent of the Sale Agreement, as amended by this Amendment, or any other Transaction Document to which they are a party.

Section 3. This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Amendment.

Section 4. The Seller agrees to pay on demand all reasonable out-of-pocket costs and expenses of and incurred by the Agent in connection with the negotiation, preparation, execution and delivery of this Amendment and the legal fees of Chapman and Cutler LLP in the aggregate amount of \$7,215.30 (which include fees and expenses for previous services rendered in connection with this transaction in the amount of \$5,695.75).

Section 5. Except as specifically provided above, the Sale Agreement and the other Transaction Documents shall remain in full force and effect and are hereby ratified and confirmed in all respects. The execution, delivery, and effectiveness of this Amendment shall not operate as a waiver of any right, power, or remedy of any Agent or any Purchaser under the Sale Agreement or any of the other Transaction Documents, nor constitute a waiver or modification of any provision of any of the other Transaction Documents. All defined terms used herein and not defined herein shall have the same meaning herein as in the Sale Agreement. The Seller agrees to pay on demand all costs and expenses (including reasonable fees and expenses of counsel) of or incurred by the Agent and each Purchaser Agent in connection with the negotiation, preparation, execution and delivery of this Amendment.

Section 6. This Amendment and the rights and obligations of the parties hereunder shall be construed in accordance with and be governed by the law of the State of New York.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and delivered by their duly authorized officers as of the date first above written.

ABN AMRO BANK N.V., as the Agent, as the
Liquidity Provider and as the Enhancer

By: /s/ Kristina Neville

Kristina Neville
Title: Vice President

By: /s/ Bernard Koh

Bernard Koh
Title: Director

AMSTERDAM FUNDING CORPORATION

By: /s/ Frank B. Bilotta

Frank B. Bilotta
Title: President

AMETEK RECEIVABLES CORP.

By: /s/ John J. Molinelli

John J. Molinelli
Title: EVP & CFO

AMETEK, INC.

By: /s/ John J. Molinelli

John J. Molinelli
Title: EVP & CFO

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 officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and
5. The registrant’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of 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: May 4, 2007

/s/ Frank S. Hermance

Frank S. Hermance

Chairman and Chief Executive Officer

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 officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of 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: May 4, 2007

/s/ John J. Molinelli

John J. Molinelli
Executive Vice President and
Chief Financial Officer

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 March 31, 2007 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 the requirements of 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: May 4, 2007

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.

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 March 31, 2007 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 the requirements of 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: May 4, 2007

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.