
**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 September 30, 2016

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.)

1100 Cassatt Road
Berwyn, Pennsylvania
(Address of principal executive offices)

19312-1177
(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 has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer Non-accelerated filer Smaller reporting company
(Do not check if a smaller reporting company)

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 registrant's common stock outstanding as of the latest practicable date was: Common Stock, \$0.01 Par Value, outstanding at October 25, 2016 was 231,431,976 shares.

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PART I. FINANCIAL INFORMATION

Item 1. Financial Statements

AMETEK, Inc.
Consolidated Statement of Income
(In thousands, except per share amounts)
(Unaudited)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2016	2015	2016	2015
Net sales	\$945,030	\$998,527	\$2,867,134	\$2,986,312
Operating expenses:				
Cost of sales, excluding depreciation	612,702	631,790	1,839,642	1,901,680
Selling, general and administrative	113,170	112,116	344,323	335,702
Depreciation	18,042	17,006	54,494	50,044
Total operating expenses	<u>743,914</u>	<u>760,912</u>	<u>2,238,459</u>	<u>2,287,426</u>
Operating income	201,116	237,615	628,675	698,886
Other expenses:				
Interest expense	(23,609)	(23,684)	(70,716)	(69,048)
Other, net	(3,259)	(2,325)	(10,108)	(6,298)
Income before income taxes	174,248	211,606	547,851	623,540
Provision for income taxes	43,561	55,208	144,801	169,522
Net income	\$130,687	\$156,398	\$ 403,050	\$ 454,018
Basic earnings per share	<u>\$ 0.56</u>	<u>\$ 0.65</u>	<u>\$ 1.73</u>	<u>\$ 1.89</u>
Diluted earnings per share	\$ 0.56	\$ 0.65	\$ 1.72	\$ 1.87
Weighted average common shares outstanding:				
Basic shares	<u>231,894</u>	<u>239,959</u>	<u>233,387</u>	<u>240,801</u>
Diluted shares	<u>232,721</u>	<u>241,238</u>	<u>234,576</u>	<u>242,552</u>
Dividends declared and paid per share	<u>\$ 0.09</u>	<u>\$ 0.09</u>	<u>\$ 0.27</u>	<u>\$ 0.27</u>

See accompanying notes.

AMETEK, Inc.
Consolidated Statement of Comprehensive Income
(In thousands)
(Unaudited)

	Three Months Ended		Nine Months Ended	
	September 30,		September 30,	
	2016	2015	2016	2015
Total comprehensive income	<u>\$124,135</u>	<u>\$119,704</u>	<u>\$378,820</u>	<u>\$371,699</u>

See accompanying notes.

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AMETEK, Inc.
Consolidated Balance Sheet
(In thousands)

	September 30, 2016 <u>(Unaudited)</u>	December 31, 2015 <u></u>
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 445,469	\$ 381,005
Receivables, net	595,143	603,295
Inventories, net	537,227	514,451
Deferred income taxes	56,637	46,724
Other current assets	62,414	73,352
Total current assets	<u>1,696,890</u>	<u>1,618,827</u>
Property, plant and equipment, net	478,647	484,548
Goodwill	2,846,106	2,706,633
Other intangibles, net	1,780,285	1,672,961
Investments and other assets	175,134	177,481
Total assets	<u>\$ 6,977,062</u>	<u>\$ 6,660,450</u>
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Short-term borrowings and current portion of long-term debt, net	\$ 613,684	\$ 384,924
Accounts payable	345,490	365,355
Income taxes payable	24,220	32,738
Accrued liabilities	233,344	241,004
Total current liabilities	<u>1,216,738</u>	<u>1,024,021</u>
Long-term debt, net	1,540,742	1,553,116
Deferred income taxes	655,327	624,046
Other long-term liabilities	191,056	204,641
Total liabilities	<u>3,603,863</u>	<u>3,405,824</u>
Stockholders' equity:		
Common stock	2,614	2,608
Capital in excess of par value	596,570	568,286
Retained earnings	4,315,137	3,974,793
Accumulated other comprehensive loss	(429,861)	(405,631)
Treasury stock	(1,111,261)	(885,430)
Total stockholders' equity	<u>3,373,199</u>	<u>3,254,626</u>
Total liabilities and stockholders' equity	<u>\$ 6,977,062</u>	<u>\$ 6,660,450</u>

See accompanying notes.

AMETEK, Inc.
Condensed Consolidated Statement of Cash Flows
(In thousands)
(Unaudited)

	Nine Months Ended September 30,	
	2016	2015
Cash provided by (used for):		
Operating activities:		
Net income	\$ 403,050	\$ 454,018
Adjustments to reconcile net income to total operating activities:		
Depreciation and amortization	122,968	110,031
Deferred income taxes	(2,638)	(5,200)
Share-based compensation expense	16,393	17,679
Net change in assets and liabilities, net of acquisitions	(27,428)	(51,570)
Pension contribution	(3,003)	(52,353)
Other	175	537
Total operating activities	<u>509,517</u>	<u>473,142</u>
Investing activities:		
Additions to property, plant and equipment	(40,497)	(45,293)
Purchases of businesses, net of cash acquired	(359,976)	(356,466)
Proceeds from sale of facility	—	421
Other	500	(558)
Total investing activities	<u>(399,973)</u>	<u>(401,896)</u>
Financing activities:		
Net change in short-term borrowings	237,100	160,231
Additional long-term borrowings	—	200,000
Reduction in long-term borrowings	—	(146,890)
Repurchases of common stock	(236,078)	(306,525)
Cash dividends paid	(62,705)	(64,661)
Excess tax benefits from share-based payments	5,061	19,817
Proceeds from employee stock plans and other	15,234	36,909
Total financing activities	<u>(41,388)</u>	<u>(101,119)</u>
Effect of exchange rate changes on cash and cash equivalents	<u>(3,692)</u>	<u>(19,708)</u>
Increase (decrease) in cash and cash equivalents	64,464	(49,581)
Cash and cash equivalents:		
As of January 1	381,005	377,615
As of September 30	<u>\$ 445,469</u>	<u>\$ 328,034</u>

See accompanying notes.

AMETEK, Inc.
Notes to Consolidated Financial Statements
September 30, 2016
(Unaudited)

1. Basis of Presentation

The accompanying consolidated financial statements are unaudited. AMETEK, Inc. (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 September 30, 2016, the consolidated results of its operations for the three and nine months ended September 30, 2016 and 2015 and its cash flows for the nine months ended September 30, 2016 and 2015 have been included. Quarterly results of operations are not necessarily indicative of results for the full year. The accompanying consolidated financial statements should be read in conjunction with the consolidated financial statements and related notes presented in the Company’s Annual Report on Form 10-K for the year ended December 31, 2015 as filed with the Securities and Exchange Commission.

2. Recent Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) No. 2014-09, *Revenue from Contracts with Customers* (“ASU 2014-09”). The objective of ASU 2014-09 is to establish a single comprehensive model for entities to use in accounting for revenue arising from contracts with customers and will supersede most of the existing revenue recognition guidance. The core principle of ASU 2014-09 is that an entity recognizes revenue at the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. In applying the new guidance, the Company must (1) identify the contract(s) with a customer; (2) identify the performance obligations in the contract; (3) determine the transaction price; (4) allocate the transaction price to the contract’s performance obligations; and (5) recognize revenue when the Company satisfies a performance obligation. ASU 2014-09 applies to all contracts with customers except those that are within the scope of other topics in the FASB Accounting Standards Codification. ASU 2014-09 is effective for interim and annual reporting periods beginning after December 15, 2017 and can be adopted by the Company using either a full retrospective or modified retrospective approach. ASU 2014-09 may be early adopted for interim and annual reporting periods beginning after December 15, 2016. The Company has developed an implementation plan, which is currently in the assessment phase. The Company is in the process of determining the impact ASU 2014-09 may have on the Company’s consolidated results of operations, financial position, cash flows and financial statement disclosures, and has not decided upon the method of adoption.

In February 2015, the FASB issued ASU No. 2015-02, *Amendments to the Consolidation Analysis* (“ASU 2015-02”). ASU 2015-02 is intended to improve targeted areas of consolidation guidance for legal entities such as limited partnerships, limited liability corporations, and securitization structures (collateralized debt obligations, collateralized loan obligations, and mortgage-backed security transactions). ASU 2015-02 makes specific amendments to the current consolidation guidance and ends the deferral granted to investment companies from applying the variable interest entities guidance. The Company adopted ASU 2015-02 effective January 1, 2016 and the adoption did not have a significant impact on the Company’s consolidated results of operations, financial position or cash flows.

In April 2015, the FASB issued ASU No. 2015-03, *Simplifying the Presentation of Debt Issuance Costs* (“ASU 2015-03”). ASU 2015-03 requires debt issuance costs to be presented in the balance sheet as a direct deduction from the associated debt liability. The Company adopted ASU 2015-03 effective January 1, 2016 and the adoption did not have a significant impact on the Company’s consolidated results of operations, financial position or cash flows.

In April 2015, the FASB issued ASU No. 2015-05, *Customer’s Accounting for Fees Paid in a Cloud Computing Arrangement* (“ASU 2015-05”). ASU 2015-05 is intended to help entities evaluate the accounting for fees paid by a customer in a cloud computing arrangement. The guidance clarifies that customers should determine whether a cloud computing arrangement includes the license of software by applying the same guidance cloud service providers use to make this determination. The Company prospectively adopted ASU 2015-05 effective January 1, 2016 and the adoption did not have a significant impact on the Company’s consolidated results of operations, financial position or cash flows.

AMETEK, Inc.
Notes to Consolidated Financial Statements
September 30, 2016
(Unaudited)

In July 2015, the FASB issued ASU No. 2015-11, *Simplifying the Measurement of Inventory* (“ASU 2015-11”), which applies to inventory that is measured using first-in, first-out (“FIFO”) or average cost. As prescribed in this update, an entity should measure inventory that is within scope at the lower of cost and net realizable value, which is the estimated selling prices in the ordinary course of business, less reasonably predictable costs of completion, disposal and transportation. Subsequent measurement is unchanged for inventory that is measured using last-in, first-out (“LIFO”). ASU 2015-11 is effective for interim and annual periods beginning after December 15, 2016, and should be applied prospectively with early adoption permitted at the beginning of an interim or annual reporting period. The Company has not determined the impact ASU 2015-11 may have on the Company’s consolidated results of operations, financial position or cash flows.

In November 2015, the FASB issued ASU No. 2015-17, *Balance Sheet Classification of Deferred Taxes* (“ASU 2015-17”). ASU 2015-17 simplifies the presentation of deferred taxes by requiring deferred tax assets and liabilities be classified as noncurrent on the consolidated balance sheet. ASU 2015-17 is effective for interim and annual reporting periods beginning after December 15, 2016. ASU 2015-17 may be adopted prospectively or retrospectively and early adoption is permitted. The Company has not determined the impact ASU 2015-17 may have on the Company’s consolidated results of operations, financial position or cash flows and has not decided upon the method of adoption.

In February 2016, the FASB issued ASU No. 2016-02, *Leases* (“ASU 2016-02”). The new standard establishes a right-of-use model that requires a lessee to record a right-of-use asset and a lease liability on the balance sheet for all leases with terms longer than twelve months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the income statement. ASU 2016-02 is effective for interim and annual reporting periods beginning after December 15, 2018. ASU 2016-02 is to be adopted using a modified retrospective approach and early adoption is permitted. The Company has not determined the impact ASU 2016-02 may have on the Company’s consolidated results of operations, financial position, cash flows and financial statement disclosures.

In March 2016, the FASB issued ASU No. 2016-09, *Improvements to Employee Share-Based Payment Accounting* (“ASU 2016-09”). ASU 2016-09 includes changes to the accounting for share-based payment transactions, including the income tax consequences, classification of awards as either equity or liabilities and classification on the statement of cash flows. ASU 2016-09 is effective for interim and annual reporting periods beginning after December 15, 2016 and early adoption is permitted. The Company has not determined the impact ASU 2016-09 may have on the Company’s consolidated results of operations, financial position, cash flows and financial statement disclosures.

In August 2016, the FASB issued ASU No. 2016-15, *Classification of Certain Cash Receipts and Cash Payments* (“ASU 2016-15”), which clarifies how entities should classify certain cash receipts and cash payments on the statement of cash flows. ASU 2016-15 also clarifies how the predominance principle should be applied when cash receipts and cash payments have aspects of more than one class of cash flows. ASU 2016-15 is effective for interim and annual reporting periods beginning after December 15, 2017 and early adoption is permitted. The Company has not determined the impact ASU 2016-15 may have on the Company’s consolidated cash flows and financial statement disclosures.

3. Earnings Per Share

The calculation of basic earnings per share is based on the weighted average number of common shares considered outstanding during the periods. The calculation of diluted earnings per share reflects the effect of all potentially dilutive securities (principally outstanding stock options and restricted stock grants). The number of weighted average shares used in the calculation of basic earnings per share and diluted earnings per share was as follows:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2016	2015	2016	2015
	(In thousands)			
Weighted average shares:				
Basic shares	231,894	239,959	233,387	240,801
Equity-based compensation plans	827	1,279	1,189	1,751
Diluted shares	232,721	241,238	234,576	242,552

AMETEK, Inc.
Notes to Consolidated Financial Statements
September 30, 2016
(Unaudited)

4. Accumulated Other Comprehensive Income (Loss)

The components of accumulated other comprehensive income (loss) consisted of the following:

	Three Months Ended September 30, 2016			Three Months Ended September 30, 2015		
	Foreign Currency Items and Other	Defined Benefit Pension Plans	Total	Foreign Currency Items and Other	Defined Benefit Pension Plans	Total
	(In thousands)					
Balance at the beginning of the period	\$(271,501)	\$(151,808)	\$(423,309)	\$(173,373)	\$(139,146)	\$(312,519)
Other comprehensive income (loss) before reclassifications:						
Translation adjustments	(10,441)	—	(10,441)	(34,410)	—	(34,410)
Change in long-term intercompany notes	3,063	—	3,063	(780)	—	(780)
Net investment hedges	(1,212)	—	(1,212)	(4,497)	—	(4,497)
Gross amounts reclassified from accumulated other comprehensive income (loss)	—	2,484	2,484	—	2,160	2,160
Income tax benefit (expense)	423	(869)	(446)	1,575	(742)	833
Other comprehensive (loss) income, net of tax	(8,167)	1,615	(6,552)	(38,112)	1,418	(36,694)
Balance at the end of the period	<u>\$(279,668)</u>	<u>\$(150,193)</u>	<u>\$(429,861)</u>	<u>\$(211,485)</u>	<u>\$(137,728)</u>	<u>\$(349,213)</u>

	Nine Months Ended September 30, 2016			Nine Months Ended September 30, 2015		
	Foreign Currency Items and Other	Defined Benefit Pension Plans	Total	Foreign Currency Items and Other	Defined Benefit Pension Plans	Total
	(In thousands)					
Balance at the beginning of the period	\$(250,593)	\$(155,038)	\$(405,631)	\$(124,912)	\$(141,982)	\$(266,894)
Other comprehensive income (loss) before reclassifications:						
Translation adjustments	(26,581)	—	(26,581)	(41,066)	—	(41,066)
Change in long-term intercompany notes	6,862	—	6,862	(40,825)	—	(40,825)
Net investment hedges	(14,393)	—	(14,393)	(7,204)	—	(7,204)
Gross amounts reclassified from accumulated other comprehensive income (loss)	—	7,452	7,452	—	6,480	6,480
Income tax benefit (expense)	5,037	(2,607)	2,430	2,522	(2,226)	296
Other comprehensive (loss) income, net of tax	(29,075)	4,845	(24,230)	(86,573)	4,254	(82,319)
Balance at the end of the period	<u>\$(279,668)</u>	<u>\$(150,193)</u>	<u>\$(429,861)</u>	<u>\$(211,485)</u>	<u>\$(137,728)</u>	<u>\$(349,213)</u>

Reclassifications for the amortization of defined benefit pension plans are included in Cost of sales, excluding depreciation in the consolidated statement of income. See Note 13 for further details.

AMETEK, Inc.
Notes to Consolidated Financial Statements
September 30, 2016
(Unaudited)

5. Fair Value Measurements

Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date.

The Company utilizes a valuation hierarchy for disclosure of the inputs to the valuations used to measure fair value. This hierarchy prioritizes the inputs into three broad levels as follows. Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities. Level 2 inputs are quoted prices for similar assets and liabilities in active markets or inputs that are observable for the asset or liability, either directly or indirectly through market corroboration, for substantially the full term of the financial instrument. Level 3 inputs are unobservable inputs based on the Company's own assumptions used to measure assets and liabilities at fair value. A financial asset or liability's classification within the hierarchy is determined based on the lowest level input that is significant to the fair value measurement.

The following table provides the Company's assets that are measured at fair value on a recurring basis as of September 30, 2016 and December 31, 2015, consistent with the fair value hierarchy:

	<u>September 30, 2016</u>	<u>December 31, 2015</u>
	<u>Fair Value</u>	<u>Fair Value</u>
	(In thousands)	
Fixed-income investments	\$ 7,314	\$ 8,482

The fair value of fixed-income investments, which are valued as level 1 investments, was based on quoted market prices. The fixed-income investments are shown as a component of long-term assets on the consolidated balance sheet.

For the nine months ended September 30, 2016, gains and losses on the investments noted above were not significant. No transfers between level 1 and level 2 investments occurred during the nine months ended September 30, 2016.

Financial Instruments

Cash, cash equivalents and fixed-income investments are recorded at fair value at September 30, 2016 and December 31, 2015 in the accompanying consolidated balance sheet.

The following table provides the estimated fair values of the Company's financial instrument liabilities, for which fair value is measured for disclosure purposes only, compared to the recorded amounts at September 30, 2016 and December 31, 2015:

	<u>September 30, 2016</u>		<u>December 31, 2015</u>	
	<u>Recorded</u>	<u>Fair Value</u>	<u>Recorded</u>	<u>Fair Value</u>
	<u>Amount</u>	<u>Fair Value</u>	<u>Amount</u>	<u>Fair Value</u>
	(In thousands)			
Short-term borrowings, net	\$ (556,264)	\$ (556,264)	\$ (312,999)	\$ (312,999)
Long-term debt, net (including current portion)	(1,598,162)	(1,716,905)	(1,625,041)	(1,683,523)

The fair value of short-term borrowings, net approximates the carrying value. Short-term borrowings, net are valued as level 2 liabilities as they are corroborated by observable market data. The Company's long-term debt, net is all privately held with no public market for this debt, therefore, the fair value of long-term debt, net was computed based on comparable current market data for similar debt instruments and is considered to be a level 3 liability.

AMETEK, Inc.
Notes to Consolidated Financial Statements
September 30, 2016
(Unaudited)

6. Hedging Activities

The Company has designated certain foreign-currency-denominated long-term borrowings as hedges of the net investment in certain foreign operations. As of September 30, 2016, these net investment hedges included British-pound-denominated long-term debt. These borrowings were designed to create net investment hedges in each of the designated foreign subsidiaries. The Company designated the British-pound-denominated loans referred to above as hedging instruments to offset translation gains or losses on the net investment due to changes in the British pound exchange rate. These net investment hedges are evidenced by management's contemporaneous documentation supporting the hedge designation. Any gain or loss on the hedging instruments (the debt) following hedge designation is reported in accumulated other comprehensive income in the same manner as the translation adjustment on the investment based on changes in the spot rate, which is used to measure hedge effectiveness.

At September 30, 2016, the Company had \$156.1 million of British-pound-denominated loans, which were designated as a hedge against the net investment in British pound functional currency foreign subsidiaries. As a result of the British-pound-denominated loans being designated and 100% effective as net investment hedges, \$21.0 million of currency remeasurement gains have been included in the foreign currency translation component of other comprehensive income for the nine months ended September 30, 2016.

7. Inventories, net

	September 30, 2016	December 31, 2015
	(In thousands)	
Finished goods and parts	\$ 78,978	\$ 83,229
Work in process	115,657	105,259
Raw materials and purchased parts	342,592	325,963
Total inventories, net	<u>\$ 537,227</u>	<u>\$ 514,451</u>

8. Acquisitions

The Company spent \$360.0 million in cash, net of cash acquired, to acquire Brookfield Engineering Laboratories ("Brookfield") and ESP/SurgeX in January 2016, and HS Foils and Nu Instruments in July 2016. Brookfield is a manufacturer of viscometers and rheometers, as well as instrumentation to analyze texture and powder flow. ESP/SurgeX is a manufacturer of energy intelligence and power protection, monitoring and diagnostic solutions. HS Foils develops and manufactures key components used in radiation detectors including ultra-thin radiation windows, silicon drift detectors and x-ray filters. Nu Instruments is a provider of magnetic sector mass spectrometers used for elemental and isotope analysis. Brookfield, ESP/SurgeX, HS Foils and Nu Instruments are part of AMETEK's Electronic Instruments Group.

The following table represents the preliminary allocation of the aggregate purchase price for the net assets of the above acquisitions based on their estimated fair values at acquisition (in millions):

Property, plant and equipment	\$ 16.4
Goodwill	162.0
Other intangible assets	179.5
Deferred income taxes, net	(19.4)
Long-term liabilities	(2.4)
Net working capital and other ⁽¹⁾	23.9
Total purchase price	<u>\$360.0</u>

(1) Includes \$14.1 million in accounts receivable, whose fair value, contractual cash flows and expected cash flows are approximately equal.

AMETEK, Inc.
Notes to Consolidated Financial Statements
September 30, 2016
(Unaudited)

The amount allocated to goodwill is reflective of the benefits the Company expects to realize from the acquisitions as follows: Brookfield's viscosity measurement instrumentation products and technologies complement the Company's existing laboratory instrumentation businesses and provides the Company with opportunities to expand that business platform into a broader range of markets and applications. ESP/SurgeX's patented technology is widely used by the business equipment, imaging, audio visual, information technology, gaming and vending industries and is a strategic fit with the Company's existing power protection platform to accelerate product innovation and market expansion worldwide. HS Foils broadens the Company's product offering and technical capabilities with its approach of bringing advanced materials and fabrication methods from micro- and nanofabrication to new application areas. Nu Instruments broadens the Company's product offering and technical capabilities in differentiated, high-end analytical instrumentation. The Company expects approximately \$100 million of the goodwill recorded in connection with the 2016 acquisitions will be tax deductible in future years.

At September 30, 2016, purchase price allocated to other intangible assets of \$179.5 million consists of \$33.3 million of indefinite-lived intangible trade names, which are not subject to amortization. The remaining \$146.2 million of other intangible assets consists of \$118.2 million of customer relationships, which are being amortized over a period of 18 to 20 years and \$28.0 million of purchased technology, which is being amortized over a period of 15 to 18 years. Amortization expense for each of the next five years for the 2016 acquisitions listed above is expected to approximate \$8 million per year.

The Company is in the process of finalizing the measurement of certain tangible and intangible assets and liabilities for its July 2016 acquisition of Nu Instruments, including property, plant and equipment, goodwill, customer relationships, trade names, purchased technology and the accounting for income taxes, as well as accounting for income taxes associated with its January 2016 acquisition of ESP/SurgeX.

The 2016 acquisitions noted above had an immaterial impact on reported net sales, net income and diluted earnings per share for the three and nine months ended September 30, 2016. Had the 2016 acquisitions been made at the beginning of 2016 or 2015, unaudited pro forma net sales, net income and diluted earnings per share for the three and nine months ended September 30, 2016 and 2015, respectively, would not have been materially different than the amounts reported. Pro forma results are not necessarily indicative of the results that would have occurred if the acquisitions had been completed at the beginning of 2016 or 2015.

Acquisitions Subsequent to September 30, 2016

In October 2016, the Company acquired Laserage Technology Corporation ("Laserage"). Laserage was acquired for approximately \$32 million and has estimated annual sales of approximately \$22 million. Laserage is a provider of laser fabrication services for the medical device market. Laserage will join AMETEK's Electromechanical Group.

9. Goodwill

The changes in the carrying amounts of goodwill by segment were as follows:

	Electronic Instruments Group	Electro- mechanical Group	Total
	(In millions)		
Balance at December 31, 2015	\$ 1,678.2	\$ 1,028.4	\$2,706.6
Goodwill acquired	162.0	—	162.0
Purchase price allocation adjustments and other	0.3	(0.1)	0.2
Foreign currency translation adjustments	(8.3)	(14.4)	(22.7)
Balance at September 30, 2016	<u>\$ 1,832.2</u>	<u>\$ 1,013.9</u>	<u>\$2,846.1</u>

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10. Income Taxes

At September 30, 2016, the Company had gross unrecognized tax benefits of \$57.3 million, of which \$47.7 million, if recognized, would impact the effective tax rate.

The following is a reconciliation of the liability for uncertain tax positions (in millions):

Balance at December 31, 2015	\$ 63.8
Additions for tax positions	5.1
Reductions for tax positions	<u>(11.6)</u>
Balance at September 30, 2016	<u>\$ 57.3</u>

The reductions for tax positions was driven by the release of uncertain tax position liabilities primarily relating to statute expirations for U.S. Federal, Foreign and State jurisdictions. The Company recognizes interest and penalties accrued related to uncertain tax positions in income tax expense. The amounts recognized in income tax expense for interest and penalties during the three and nine months ended September 30, 2016 and 2015 were not significant.

11. Debt

In March 2016, the Company along with certain of its foreign subsidiaries amended and restated its credit agreement dated as of September 22, 2011 (the "Credit Agreement"). The Credit Agreement amends and restates the Company's existing \$700 million revolving credit facility, which was due to expire in December 2018. The Credit Agreement consists of a five-year revolving credit facility in an aggregate principal amount of \$850 million with a final maturity date in March 2021. The revolving credit facility total borrowing capacity excludes an accordion feature that permits the Company to request up to an additional \$300 million in revolving credit commitments at any time during the life of the Credit Agreement under certain conditions. The Credit Agreement places certain restrictions on allowable additional indebtedness. Interest rates on outstanding loans under the revolving credit facility are at the applicable benchmark rate plus a negotiated spread or at the U.S. prime rate. At September 30, 2016, the Company had available borrowing capacity of \$558.7 million under its revolving credit facility, including the \$300 million accordion feature.

In October 2016, the Company completed a private placement agreement to sell 500 million Euros and 225 million British pounds in senior notes to a group of institutional investors (the "2016 Private Placement"). There are two funding dates under 2016 Private Placement. The first funding occurred in October 2016 for 500 million Euros (\$547.9 million), consisting of 300 million Euros (\$328.7 million) in aggregate principal amount of 1.34% senior notes due October 2026 and 200 million Euros (\$219.2 million) in aggregate principal amount of 1.53% senior notes due October 2028. The second funding date will be in November 2016 for 225 million British pounds, consisting of 150 million British pounds in aggregate principal amount of 2.59% senior notes due November 2028 and 75 million British pounds in aggregate principal amount of 2.70% senior notes due November 2031. The 2016 Private Placement senior notes will carry a weighted average interest rate of 1.82% and are subject to certain customary covenants, including financial covenants that, among other things, require the Company to maintain certain debt-to-EBITDA (earnings before interest, income taxes, depreciation and amortization) and interest coverage ratios. The proceeds from the first funding of the 2016 Private Placement were used to pay down domestic borrowings under the Company's revolving credit facility. The proceeds from the second funding of the 2016 Private Placement will be used to pay down a 40 million British pound (\$52.1 million at September 30, 2016) 5.99% senior note that is maturing in November 2016 and provides the Company with additional financial flexibility to support its growth plans, including its successful acquisition strategy.

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12. Share-Based Compensation

Total share-based compensation expense was as follows:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2016	2015	2016	2015
	(In thousands)			
Stock option expense	\$ 2,311	\$ 2,279	\$ 7,634	\$ 8,466
Restricted stock expense	3,047	3,321	8,759	9,213
Total pre-tax expense	5,358	5,600	16,393	17,679
Related tax benefit	(1,638)	(1,779)	(5,170)	(5,805)
Reduction of net income	<u>\$ 3,720</u>	<u>\$ 3,821</u>	<u>\$11,223</u>	<u>\$11,874</u>

Pre-tax share-based compensation expense is included in the consolidated statement of income in either Cost of sales, excluding depreciation or Selling, general and administrative expenses, depending on where the recipient's cash compensation is reported.

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

	Nine Months Ended September 30, 2016	Year Ended December 31, 2015
	Expected volatility	21.8%
Expected term (years)	5.0	5.0
Risk-free interest rate	1.23%	1.58%
Expected dividend yield	0.77%	0.69%
Black-Scholes-Merton fair value per stock option granted	\$ 9.14	\$ 10.89

Expected volatility is based on the historical volatility of the Company's stock. The Company used historical exercise data to estimate the stock options' expected term, which represents the period of time that the stock options granted are expected to be outstanding. Management anticipates that the future stock option holding periods will be similar to the historical stock option holding periods. The risk-free interest rate for periods within the expected term of the stock option is based on the U.S. Treasury yield curve 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.

The following is a summary of the Company's stock option activity and related information:

	Shares (In thousands)	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life (Years)	Aggregate Intrinsic Value (In millions)
Outstanding at December 31, 2015	5,659	\$ 39.49		
Granted	1,471	46.97		
Exercised	(659)	25.64		
Forfeited	(306)	49.43		
Expired	(61)	52.46		
Outstanding at September 30, 2016	<u>6,104</u>	<u>\$ 42.16</u>	<u>4.2</u>	<u>\$ 43.7</u>
Exercisable at September 30, 2016	<u>3,259</u>	<u>\$ 36.24</u>	<u>2.8</u>	<u>\$ 41.2</u>

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The aggregate intrinsic value of stock options exercised during the nine months ended September 30, 2016 was \$15.0 million. The total fair value of stock options vested during the nine months ended September 30, 2016 was \$10.6 million. As of September 30, 2016, there was approximately \$21.3 million of expected future pre-tax compensation expense related to the 2.8 million nonvested stock options outstanding, which is expected to be recognized over a weighted average period of approximately two years.

The following is a summary of the Company's nonvested restricted stock activity and related information:

	<u>Shares</u> (In thousands)	<u>Weighted Average Grant Date Fair Value</u>
Nonvested restricted stock outstanding at December 31, 2015	1,061	\$ 46.32
Granted	366	46.98
Vested	(286)	37.91
Forfeited	(112)	48.70
Nonvested restricted stock outstanding at September 30, 2016	<u>1,029</u>	<u>\$ 48.63</u>

The total fair value of restricted stock vested during the nine months ended September 30, 2016 was \$10.9 million. As of September 30, 2016, there was approximately \$31.2 million of expected future pre-tax compensation expense related to the 1.0 million nonvested restricted shares outstanding, which is expected to be recognized over a weighted average period of approximately two years.

13. Retirement and Pension Plans

The components of net periodic pension benefit expense (income) were as follows:

	<u>Three Months Ended September 30,</u>		<u>Nine Months Ended September 30,</u>	
	<u>2016</u>	<u>2015</u>	<u>2016</u>	<u>2015</u>
	(In thousands)			
Defined benefit plans:				
Service cost	\$ 1,628	\$ 1,831	\$ 4,956	\$ 5,380
Interest cost	7,448	7,304	22,688	21,084
Expected return on plan assets	(12,693)	(14,017)	(38,639)	(40,690)
Amortization of net actuarial loss and other	2,484	2,160	7,452	6,480
Pension income	(1,133)	(2,722)	(3,543)	(7,746)
Other plans:				
Defined contribution plans	5,660	5,225	18,537	17,725
Foreign plans and other	1,525	1,230	4,203	3,716
Total other plans	7,185	6,455	22,740	21,441
Total net pension expense	<u>\$ 6,052</u>	<u>\$ 3,733</u>	<u>\$ 19,197</u>	<u>\$ 13,695</u>

For the nine months ended September 30, 2016 and 2015, contributions to the Company's defined benefit pension plans were \$3.0 million and \$52.4 million, respectively. The Company's current estimate of 2016 contributions to its worldwide defined benefit pension plans is in line with the range disclosed in the Company's Annual Report on Form 10-K for the year ended December 31, 2015.

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14. 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 accrued product warranty obligation were as follows:

	Nine Months Ended September 30,	
	2016	2015
	(In thousands)	
Balance at the beginning of the period	\$ 22,761	\$ 29,764
Accruals for warranties issued during the period	9,630	8,826
Settlements made during the period	(11,697)	(13,798)
Warranty accruals related to acquired businesses and other during the period	1,233	(1,672)
Balance at the end of the period	<u>\$ 21,927</u>	<u>\$ 23,120</u>

Certain settlements of warranties made during the period were for specific nonrecurring warranty obligations. Product warranty obligations are reported as current liabilities in the consolidated balance sheet.

15. Contingencies*Asbestos Litigation*

The Company (including its subsidiaries) has been named as a defendant, along with many other companies, in a number of asbestos-related lawsuits. Many of these lawsuits either relate to businesses which were acquired by the Company and do not involve products which were manufactured or sold by the Company or relate to previously owned businesses of the Company which are under new ownership. In connection with many of these lawsuits, the sellers or new owners of such businesses, as the case may be, have agreed to indemnify the Company against these claims (the "Indemnified Claims"). The Indemnified Claims have been tendered to, and are being defended by, such sellers and new owners. These sellers and new owners have met their obligations, in all respects, and the Company does not have any reason to believe such parties would fail to fulfill their obligations in the future; however, one of these companies filed for bankruptcy liquidation in 2007. To date, no judgments have been rendered against the Company as a result of any asbestos-related lawsuit. The Company believes it has strong defenses to the claims being asserted and intends to continue to vigorously defend itself in these matters.

Environmental Matters

Certain historic processes in the manufacture of products have resulted in environmentally hazardous waste by-products as defined by federal and state laws and regulations. At September 30, 2016, the Company is named a Potentially Responsible Party ("PRP") at 14 non-AMETEK-owned former waste disposal or treatment sites (the "non-owned" sites). The Company is identified as a "de minimis" party in 13 of these sites based on the low volume of waste attributed to the Company relative to the amounts attributed to other named PRPs. In nine of these sites, the Company has reached a tentative agreement on the cost of the de minimis settlement to satisfy its obligation and is awaiting executed agreements. The tentatively agreed-to settlement amounts are fully reserved. In the other four sites, the Company is continuing to investigate the accuracy of the alleged volume attributed to the Company as estimated by the parties primarily responsible for remedial activity at the sites to establish an appropriate settlement amount. At the remaining site where the Company is a non-de minimis PRP, the Company is participating in the investigation and/or related required remediation as part of a PRP Group and reserves have been established sufficient to satisfy the Company's expected obligations. The Company historically has resolved these issues within established reserve levels and reasonably expects this result will continue. In addition to these non-owned sites, the Company has an ongoing practice of providing reserves for probable remediation activities at certain of its current or previously owned manufacturing locations (the "owned" sites). For claims and proceedings against the

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Company with respect to other environmental matters, reserves are established once the Company has determined that a loss is probable and estimable. This estimate is refined as the Company moves through the various stages of investigation, risk assessment, feasibility study and corrective action processes. In certain instances, the Company has developed a range of estimates for such costs and has recorded a liability based on the low end of the range. It is reasonably possible that the actual cost of remediation of the individual sites could vary from the current estimates and the amounts accrued in the consolidated financial statements; however, the amounts of such variances are not expected to result in a material change to the consolidated financial statements. In estimating the Company's liability for remediation, the Company also considers the likely proportionate share of the anticipated remediation expense and the ability of the other PRPs to fulfill their obligations.

Total environmental reserves at September 30, 2016 and December 31, 2015 were \$27.8 million and \$30.5 million, respectively, for both non-owned and owned sites. For the nine months ended September 30, 2016, the Company recorded \$2.4 million in reserves. Additionally, the Company spent \$4.5 million on environmental matters and had \$0.6 million due to foreign currency translation losses for the nine months ended September 30, 2016. The Company's reserves for environmental liabilities at September 30, 2016 and December 31, 2015 include reserves of \$12.4 million and \$11.5 million, respectively, for an owned site acquired in connection with the 2005 acquisition of HCC Industries ("HCC"). The Company is the designated performing party for the performance of remedial activities for one of several operating units making up a Superfund site in the San Gabriel Valley of California. The Company has obtained indemnifications and other financial assurances from the former owners of HCC related to the costs of the required remedial activities. At September 30, 2016, the Company had \$11.8 million in receivables related to HCC for probable recoveries from third-party escrow funds and other committed third-party funds to support the required remediation. Also, the Company is indemnified by HCC's former owners for approximately \$19 million of additional costs.

The Company has agreements with other former owners of certain of its acquired businesses, as well as new owners of previously owned businesses. Under certain of the agreements, the former or new owners retained, or assumed and agreed to indemnify the Company against, certain environmental and other liabilities under certain circumstances. The Company and some of these other parties also carry insurance coverage for some environmental matters. To date, these parties have met their obligations in all material respects.

The Company believes it has established reserves which are sufficient to perform all known responsibilities under existing claims and consent orders. The Company has no reason to believe that other third parties would fail to perform their obligations in the future. In the opinion of management, based upon presently available information and past experience related to such matters, an adequate provision for probable costs has been made and the ultimate cost resulting from these actions is not expected to materially affect the consolidated results of operations, financial position or cash flows of the Company.

16. Reportable Segments

The Company has two reportable segments, Electronic Instruments Group ("EIG") and Electromechanical Group ("EMG"). The Company's operating segments are identified based on the existence of segment managers. Certain of the Company's operating segments have been aggregated for segment reporting purposes primarily on the basis of product type, production processes, distribution methods and similarity of economic characteristics.

At September 30, 2016, there were no significant changes in identifiable assets of reportable segments from the amounts disclosed at December 31, 2015, other than those described in the acquisitions footnote (Note 8), nor were there any significant changes in the basis of segmentation or in the measurement of segment operating results. Operating information relating to the Company's reportable segments for the three and nine months ended September 30, 2016 and 2015 can be found in the table included in Part I, Item 2. "Management's Discussion and Analysis of Financial Condition and Results of Operations" of this Quarterly Report on Form 10-Q.

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17. Stockholders' Equity

For the nine months ended September 30, 2016, the Company repurchased approximately 4,995,000 shares of its common stock for \$236.1 million in cash under its share repurchase authorization. At September 30, 2016, \$75.7 million was available under the Company's Board of Directors authorization for future share repurchases. On November 2, 2016, the Company's Board of Directors approved an increase of \$400 million in the authorization for repurchase of the Company's common stock.

18. 2015 Restructuring Charges

During the first quarter of 2015, the Company recorded pre-tax restructuring charges totaling \$15.9 million, which had the effect of reducing net income by \$10.8 million (\$0.04 per diluted share). The restructuring charges were reported in the consolidated statement of income as follows: \$15.8 million in Cost of sales, excluding depreciation and \$0.1 million in Selling, general and administrative expenses. The restructuring charges were reported in segment operating income as follows: \$9.3 million in EIG, \$6.5 million in EMG and \$0.1 million in corporate administrative expenses. The restructuring actions primarily related to a reduction in workforce in response to the impact of the weak global economy on certain of the Company's businesses and the effects of a continued strong U.S. dollar. The restructuring activities have been broadly implemented across the Company's various businesses with all actions expected to be completed in the second half of 2016.

During the fourth quarter of 2015, the Company recorded pre-tax restructuring charges totaling \$20.7 million, which had the effect of reducing net income by \$13.9 million (\$0.06 per diluted share). The restructuring charges were reported in the consolidated statement of income as follows: \$20.0 million in Cost of sales, excluding depreciation and \$0.7 million in Selling, general and administrative expenses. The restructuring charges were reported in segment operating income as follows: \$9.3 million in EIG, \$10.8 million in EMG and \$0.7 million in corporate administrative expenses. The restructuring actions primarily related to a reduction in workforce in response to the impact of the weak global economy on certain of the Company's businesses and the effects of a continued strong U.S. dollar. The restructuring activities will be broadly implemented across the Company's various businesses through the end of 2016, with all actions expected to be completed in the second half of 2017.

Accrued liabilities in the Company's consolidated balance sheet included amounts related to the 2015 restructuring charges as follows (in millions):

	First Quarter of 2015 Restructuring	Fourth Quarter of 2015 Restructuring	Total
Balance at December 31, 2015	\$ 5.0	\$ 19.3	\$ 24.3
Pre-tax charges	—	—	—
Utilization	(3.2)	(7.1)	(10.3)
Foreign currency translation and other	0.2	(0.7)	(0.5)
Balance at September 30, 2016	<u>\$ 2.0</u>	<u>\$ 11.5</u>	<u>\$ 13.5</u>

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

Results of Operations

The following table sets forth net sales and income by reportable segment and on a consolidated basis:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2016	2015	2016	2015
(In thousands)				
Net sales(1):				
Electronic Instruments	\$579,298	\$598,515	\$1,744,246	\$1,788,777
Electromechanical	365,732	400,012	1,122,888	1,197,535
Consolidated net sales	<u>\$945,030</u>	<u>\$998,527</u>	<u>\$2,867,134</u>	<u>\$2,986,312</u>
Operating income and income before income taxes:				
Segment operating income(2):				
Electronic Instruments	\$142,695	\$162,530	\$ 436,642	\$ 477,740
Electromechanical	71,439	86,671	231,181	257,929
Total segment operating income	214,134	249,201	667,823	735,669
Corporate administrative and other expenses	(13,018)	(11,586)	(39,148)	(36,783)
Consolidated operating income	201,116	237,615	628,675	698,886
Interest and other expenses, net	(26,868)	(26,009)	(80,824)	(75,346)
Consolidated income before income taxes	<u>\$174,248</u>	<u>\$211,606</u>	<u>\$ 547,851</u>	<u>\$ 623,540</u>

- (1) After elimination of intra- and intersegment sales, which are not significant in amount.
(2) Segment operating income represents net sales less all direct costs and expenses (including certain administrative and other expenses) applicable to each segment, but does not include interest expense.

In both the third quarter of 2016 and the first nine months of 2016, the Company was impacted by the weak global economy and the effects of a continued strong U.S. dollar. Specifically, the Company experienced lower sales in its Process businesses with exposure to oil and gas markets, in its Engineered Materials, Interconnects and Packaging businesses with metals markets exposure and in its highly competitive Floor Care and Specialty Motors businesses. In the third quarter of 2016, the Company noted stabilization in the markets mentioned above; however, compared with the prior year, the Company still expects the challenging global economic environment to continue to impact its markets and geographies through the remainder of 2016.

Contributions from the acquisitions of HS Foils and Nu Instruments in July 2016, and Brookfield Engineering Laboratories (“Brookfield”) and ESP/SurgeX in January 2016, as well as the Company’s Operational Excellence initiatives, including the 2015 realignment actions, had a positive impact on the third quarter of 2016 and the first nine months of 2016 results. The Company recorded realignment costs totaling \$36.6 million, with \$15.9 million recorded in the first quarter of 2015 and \$20.7 million recorded in the fourth quarter of 2015 (the “2015 realignment costs”). The 2015 realignment costs primarily related to reductions in workforce in response to the impact of the weak global economy on certain of the Company’s businesses, as well as the effects of a continued strong U.S. dollar. See Note 18 to the Consolidated Financial Statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q for further details.

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Results of Operations (continued)

Results of operations for the third quarter of 2016 compared with the third quarter of 2015

Net sales for the third quarter of 2016 were \$945.0 million, a decrease of \$53.5 million or 5.4%, compared with net sales of \$998.5 million for the third quarter of 2015. The decrease in net sales for the third quarter of 2016 was due to an 8% internal sales decline, partially offset by a 3% increase from acquisitions.

Total international sales for the third quarter of 2016 were \$499.0 million or 52.8% of net sales, a decrease of \$5.7 million or 1.1%, compared with international sales of \$504.7 million or 50.5% of net sales for the third quarter of 2015. The \$5.7 million decrease in international sales was primarily driven by the weak global economy noted above. Both reportable segments of the Company maintain strong international sales presences in Europe and Asia.

Orders for the third quarter of 2016 were \$964.2 million, a decrease of \$15.5 million or 1.6%, compared with \$979.7 million for the third quarter of 2015. The decrease in orders for the third quarter of 2016 was due to a 4% internal order decline resulting from the weak global economy noted above, partially offset by a 2% increase from acquisitions.

Segment operating income for the third quarter of 2016 was \$214.1 million, a decrease of \$35.1 million or 14.1%, compared with segment operating income of \$249.2 million for the third quarter of 2015. Segment operating income, as a percentage of net sales, decreased to 22.7% for the third quarter of 2016, compared with 25.0% for the third quarter of 2015.

Cost of sales, excluding depreciation expense for the third quarter of 2016 was \$612.7 million or 64.8% of net sales, a decrease of \$19.1 million or 3.0%, compared with \$631.8 million or 63.3% of net sales for the third quarter of 2015. The cost of sales, excluding depreciation expense decrease for the third quarter of 2016 was affected by the net sales decrease noted above.

Selling, general and administrative (“SG&A”) expenses for the third quarter of 2016 were \$113.2 million, an increase of \$1.1 million or 1.0%, compared with \$112.1 million for the third quarter of 2015. As a percentage of net sales, SG&A expenses were 12.0% for the third quarter of 2016, compared with 11.2% for the third quarter of 2015. Selling expenses for the third quarter of 2016 were \$100.4 million or essentially flat, compared with \$100.7 million for the third quarter of 2015. Selling expenses, as a percentage of net sales, increased to 10.6% for the third quarter of 2016, compared with 10.1% for the third quarter of 2015. The increase in selling expenses as a percentage of sales were due primarily to business acquisitions. The Company’s acquisition strategy generally is to acquire differentiated businesses, which tend to have a higher rate of selling expenses because of their distribution channels and higher marketing costs. Base business selling expenses decreased approximately 5% for the third quarter of 2016.

Corporate administrative expenses for the third quarter of 2016 were \$12.8 million, an increase of \$1.3 million or 11.3%, compared with \$11.5 million for the third quarter of 2015. As a percentage of net sales, corporate administrative expenses were 1.4% for the third quarter of 2016, compared with 1.1% for the third quarter of 2015.

Depreciation expense for the third quarter of 2016 was \$18.0 million or 1.9% of net sales, an increase of \$1.0 million or 5.9%, compared with \$17.0 million or 1.7% of net sales for the third quarter of 2015. The increase in depreciation expense for the third quarter of 2016 was driven by the impact of the acquisitions noted above.

Consolidated operating income was \$201.1 million or 21.3% of net sales for the third quarter of 2016, a decrease of \$36.5 million or 15.4%, compared with \$237.6 million or 23.8% of net sales for the third quarter of 2015.

The effective tax rate for the third quarter of 2016 was 25.0%, compared with 26.1% for the third quarter of 2015. The effective tax rates for the third quarter of 2016 and 2015 reflect the impact of foreign earnings, which are taxed at lower rates. The third quarter of 2016 effective tax rate reflects the release of uncertain tax position liabilities primarily relating to statute expirations for U.S. Federal and State jurisdictions totaling \$7.7 million. The effective tax rate for the third quarter of 2015 reflects \$7.5 million of tax benefits related to the closure of an international subsidiary.

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Results of Operations (continued)

Net income for the third quarter of 2016 was \$130.7 million, a decrease of \$25.7 million or 16.4%, compared with \$156.4 million for the third quarter of 2015.

Diluted earnings per share for the third quarter of 2016 were \$0.56, a decrease of \$0.09 or 13.8%, compared with \$0.65 per diluted share for the third quarter of 2015.

Segment Results

Electronic Instruments Group's ("EIG") net sales totaled \$579.3 million for the third quarter of 2016, a decrease of \$19.2 million or 3.2%, compared with \$598.5 million for the third quarter of 2015. The net sales decrease was due to an 8% internal sales decline, driven largely by the Company's Process businesses with exposure to oil and gas markets, offset by a 5% increase from the 2016 acquisitions of Nu Instruments, Brookfield and ESP/SurgeX.

EIG's operating income was \$142.7 million for the third quarter of 2016, a decrease of \$19.8 million or 12.2%, compared with \$162.5 million for the third quarter of 2015. The decrease in EIG's operating income for the third quarter of 2016 resulted primarily from the decrease in net sales noted above and the resulting lower operating income from the Group's base businesses. EIG's operating margins were 24.6% of net sales for the third quarter of 2016, compared with 27.2% of net sales for the third quarter of 2015. The decrease in EIG's operating margins for the third quarter of 2016 resulted primarily from the impact of the Group's 8% internal sales decline.

Electromechanical Group's ("EMG") net sales totaled \$365.7 million for the third quarter of 2016, a decrease of \$34.3 million or 8.6%, compared with \$400.0 million for the third quarter of 2015. The net sales decrease was due to a 7% internal sales decline, driven largely by weakness in the Company's Engineered Materials, Interconnects and Packaging businesses, and an unfavorable 1% effect of foreign currency translation.

EMG's operating income was \$71.4 million for the third quarter of 2016, a decrease of \$15.3 million or 17.6%, compared with \$86.7 million for the third quarter of 2015. EMG's operating margins were 19.5% of net sales for the third quarter of 2016, compared with 21.7% of net sales for the third quarter of 2015. The decrease in EMG's operating income and operating margins for the third quarter of 2016 resulted primarily from the decrease in net sales noted above.

Results of operations for the first nine months of 2016 compared with the first nine months of 2015

Net sales for the first nine months of 2016 were \$2,867.1 million, a decrease of \$119.2 million or 4.0%, compared with net sales of \$2,986.3 million for the first nine months of 2015. The decrease in net sales for the first nine months of 2016 was due to an 8% internal sales decline, partially offset by a 4% increase from acquisitions.

Total international sales for the first nine months of 2016 were \$1,504.7 million or 52.5% of net sales, a decrease of \$23.5 million or 1.5%, compared with international sales of \$1,528.2 million or 51.2% of net sales for the first nine months of 2015. The \$23.5 million decrease in international sales was primarily driven by the weak global economy noted above. Both reportable segments of the Company maintain strong international sales presences in Europe and Asia.

Orders for the first nine months of 2016 were \$2,876.5 million, a decrease of \$81.9 million or 2.8%, compared with \$2,958.4 million for the first nine months of 2015. The decrease in orders for the first nine months of 2016 was due to a 6% internal order decline resulting from the weak global economy noted above, partially offset by a 3% increase from acquisitions. As a result, the Company's backlog of unfilled orders at September 30, 2016 was \$1,157.2 million, an increase of \$9.4 million or 0.8%, compared with \$1,147.8 million at December 31, 2015.

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Results of Operations (continued)

Segment operating income for the first nine months of 2016 was \$667.8 million, a decrease of \$67.9 million or 9.2%, compared with segment operating income of \$735.7 million for the first nine months of 2015. Segment operating income, as a percentage of net sales, decreased to 23.3% for the first nine months of 2016, compared with 24.6% for the first nine months of 2015. For the first nine months of 2015, segment operating income included \$15.8 million of realignment costs recorded in the first quarter of 2015, which negatively impacted segment operating margins by approximately 50 basis points. The decrease in segment operating income and segment operating margins for the first nine months of 2016 resulted primarily from the decrease in net sales noted above.

Cost of sales, excluding depreciation expense for the first nine months of 2016 was \$1,839.6 million or 64.2% of net sales, a decrease of \$62.1 million or 3.3%, compared with \$1,901.7 million or 63.7% of net sales for the first nine months of 2015. Cost of sales, excluding depreciation expense for the first nine months of 2015 included \$15.8 million of realignment costs described above. The cost of sales, excluding depreciation expense decrease and the corresponding decrease in cost of sales, excluding depreciation expense as a percentage of sales for the first nine months of 2016 were affected by the net sales decrease noted above.

SG&A expenses for the first nine months of 2016 were \$344.3 million, an increase of \$8.6 million or 2.6%, compared with \$335.7 million for the first nine months of 2015. As a percentage of net sales, SG&A expenses were 12.0% for the first nine months of 2016, compared with 11.2% for the first nine months of 2015. Selling expenses for the first nine months of 2016 were \$306.2 million, an increase of \$6.8 million or 2.3%, compared with \$299.4 million for the first nine months of 2015. The selling expenses increase was due primarily to business acquisitions. Selling expenses, as a percentage of net sales, increased to 10.7% for the first nine months of 2016, compared with 10.0% for the first nine months of 2015. Selling expenses, as a percentage of net sales, increased primarily due to essentially flat period over period base business selling expenses to support the Company's businesses, on lower first nine months of 2016 base business net sales.

Corporate administrative expenses for the first nine months of 2016 were \$38.1 million, an increase of \$1.8 million or 5.0%, compared with \$36.3 million for the first nine months of 2015. As a percentage of net sales, corporate administrative expenses were 1.3% for the first nine months of 2016, compared with 1.2% for the first nine months of 2015.

Depreciation expense for the first nine months of 2016 was \$54.5 million or 1.9% of net sales, an increase of \$4.5 million or 9.0%, compared with \$50.0 million or 1.7% of net sales for the first nine months of 2015. The increase in depreciation expense for the first nine months of 2016 was driven by the impact of the acquisitions noted above.

Consolidated operating income was \$628.7 million or 21.9% of net sales for the first nine months of 2016, a decrease of \$70.2 million or 10.0%, compared with \$698.9 million or 23.4% of net sales for the first nine months of 2015.

Interest expense was \$70.7 million for the first nine months of 2016, an increase of \$1.7 million or 2.5%, compared with \$69.0 million for the first nine months of 2015. The increase was primarily due to higher borrowings under the revolving credit facility to help fund acquisitions and share repurchases.

Other expenses, net were \$10.1 million for the first nine months of 2016, an increase of \$3.8 million, compared with \$6.3 million for the first nine months of 2015. The increase was primarily driven by higher professional fees.

The effective tax rate for the first nine months of 2016 was 26.4%, compared with 27.2% for the first nine months of 2015. The effective tax rates for the first nine months of 2016 and 2015 reflect the impact of foreign earnings, which are taxed at lower rates. The first nine months of 2016 effective tax rate reflects tax benefits related to international and state tax planning initiatives and the release of uncertain tax position liabilities relating to statute expirations for U.S. Federal, Foreign and State jurisdictions totaling \$11.6 million that occurred primarily in the second and third quarter of 2016. The first nine months of 2015 effective tax rate reflects the first quarter of 2015 release of uncertain tax position liabilities related to the conclusion of an advance thin capitalization agreement in the European Union, the second quarter of 2015 effective settlement of the U.S. research and development tax credit from the completion of an Internal Revenue Service examination for 2010 and 2011, and the third quarter of 2015 \$7.5 million of tax benefits related to the closure of an international subsidiary.

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Results of Operations (continued)

Net income for the first nine months of 2016 was \$403.1 million, a decrease of \$50.9 million or 11.2%, compared with \$454.0 million for the first nine months of 2015. The first quarter of 2015 realignment costs described above reduced the first nine months of 2015 net income by \$10.8 million.

Diluted earnings per share for the first nine months of 2016 were \$1.72, a decrease of \$0.15 or 8.0%, compared with \$1.87 per diluted share for the first nine months of 2015.

Segment Results

EIG's net sales totaled \$1,744.2 million for the first nine months of 2016, a decrease of \$44.6 million or 2.5%, compared with \$1,788.8 million for the first nine months of 2015. The net sales decrease was due to an 8% internal sales decline, driven largely by the Company's Process businesses with exposure to oil and gas markets, partially offset by a 5% increase from the 2016 acquisitions of Nu Instruments, Brookfield and ESP/SurgeX and the 2015 acquisition of Surface Vision.

EIG's operating income was \$436.6 million for the first nine months of 2016, a decrease of \$41.1 million or 8.6%, compared with \$477.7 million for the first nine months of 2015. EIG's operating margins were 25.0% of net sales for the first nine months of 2016, compared with 26.7% of net sales for the first nine months of 2015. For the first nine months of 2015, EIG's operating income included \$9.3 million of realignment costs recorded in the first quarter of 2015, which negatively impacted EIG's operating income margins by approximately 50 basis points. The decrease in EIG's operating income and operating margins for the first nine months of 2016 resulted primarily from the decrease in net sales noted above.

EMG's net sales totaled \$1,122.9 million for the first nine months of 2016, a decrease of \$74.6 million or 6.2%, compared with \$1,197.5 million for the first nine months of 2015. The net sales decrease was due to an 8% internal sales decline, driven largely by weakness in the Company's Engineered Materials, Interconnects and Packaging businesses and lower sales in the Company's Floor Care and Specialty Motors businesses, and an unfavorable 1% effect of foreign currency translation, partially offset by a 3% increase from the 2015 acquisition of Global Tubes.

EMG's operating income was \$231.2 million for the first nine months of 2016, a decrease of \$26.7 million or 10.4%, compared with \$257.9 million for the first nine months of 2015. EMG's operating margins were 20.6% of net sales for the first nine months of 2016, compared with 21.5% of net sales for the first nine months of 2015. For the first nine months of 2015, EMG's operating income included \$6.5 million of realignment costs recorded in the first quarter of 2015, which negatively impacted EMG's operating income margins by approximately 60 basis points. The decrease in EMG's operating income and operating margins for the first nine months of 2016 resulted primarily from the decrease in net sales noted above.

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Financial Condition

Liquidity and Capital Resources

Cash provided by operating activities totaled \$509.5 million for the first nine months of 2016, an increase of \$36.4 million or 7.7%, compared with \$473.1 million for the first nine months of 2015. The increase in cash provided by operating activities was primarily due to the \$49.4 million reduction in defined benefit pension plan contributions, driven by a \$50.0 million contribution to the Company's U.S. defined benefit pension plans in the first quarter of 2015. Free cash flow (cash flow provided by operating activities less capital expenditures) was \$469.0 million for the first nine months of 2016, compared with \$427.8 million for the first nine months of 2015. EBITDA (earnings before interest, income taxes, depreciation and amortization) was \$740.8 million for the first nine months of 2016, compared with \$802.1 million for the first nine months of 2015. Free cash flow and EBITDA are presented because the Company is aware that they are measures used by third parties in evaluating the Company.

Cash used for investing activities totaled \$400.0 million for the first nine months of 2016, compared with \$401.9 million for the first nine months of 2015. For the first nine months of 2016, the Company paid \$360.0 million, net of cash acquired, to acquire HS Foils and Nu Instruments in July 2016, and Brookfield and ESP/SurgeX in January 2016. For the first nine months of 2015, the Company paid \$356.5 million, net of cash acquired, to acquire Surface Vision in July 2015 and Global Tubes in May 2015. Additions to property, plant and equipment totaled \$40.5 million for the first nine months of 2016, compared with \$45.3 million for the first nine months of 2015.

Cash used for financing activities totaled \$41.4 million for the first nine months of 2016, compared with \$101.1 million for the first nine months of 2015. For the first nine months of 2016, the Company repurchased approximately 4,995,000 shares of its common stock for \$236.1 million, compared with \$306.5 million used for repurchases of approximately 5,576,000 shares for the first nine months of 2015. At September 30, 2016, \$75.7 million was available under the Company's Board of Directors authorization for future share repurchases.

On November 2, 2016, the Company's Board of Directors approved an increase of \$400 million in the authorization for repurchase of the Company's common stock.

Short-term borrowings increased \$237.1 million for the first nine months of 2016, compared with an increase of \$160.2 million for the first nine months of 2015. Net long-term borrowings remained unchanged for the first nine months of 2016, compared with an increase of \$53.1 million for the first nine months of 2015.

In March 2016, the Company along with certain of its foreign subsidiaries amended and restated its credit agreement dated as of September 22, 2011 (the "Credit Agreement"). The Credit Agreement amends and restates the Company's existing \$700 million revolving credit facility, which was due to expire in December 2018. The Credit Agreement consists of a five-year revolving credit facility in an aggregate principal amount of \$850 million with a final maturity date in March 2021. The revolving credit facility total borrowing capacity excludes an accordion feature that permits the Company to request up to an additional \$300 million in revolving credit commitments at any time during the life of the Credit Agreement under certain conditions. The Credit Agreement places certain restrictions on allowable additional indebtedness. Interest rates on outstanding loans under the revolving credit facility are at the applicable benchmark rate plus a negotiated spread or at the U.S. prime rate. The revolving credit facility provides the Company with additional financial flexibility to support its growth plans, including its successful acquisition strategy. At September 30, 2016, the Company had available borrowing capacity of \$558.7 million under its revolving credit facility, including the \$300 million accordion feature.

Financial Condition (continued)

In October 2016, the Company completed a private placement agreement to sell 500 million Euros and 225 million British pounds in senior notes to a group of institutional investors (the “2016 Private Placement”). There are two funding dates under 2016 Private Placement. The first funding occurred in October 2016 for 500 million Euros (\$547.9 million), consisting of 300 million Euros (\$328.7 million) in aggregate principal amount of 1.34% senior notes due October 2026 and 200 million Euros (\$219.2 million) in aggregate principal amount of 1.53% senior notes due October 2028. The second funding date will be in November 2016 for 225 million British pounds, consisting of 150 million British pounds in aggregate principal amount of 2.59% senior notes due November 2028 and 75 million British pounds in aggregate principal amount of 2.70% senior notes due November 2031. The 2016 Private Placement senior notes will carry a weighted average interest rate of 1.82% and are subject to certain customary covenants, including financial covenants that, among other things, require the Company to maintain certain debt-to-EBITDA (earnings before interest, income taxes, depreciation and amortization) and interest coverage ratios. The proceeds from the first funding of the 2016 Private Placement were used to pay down domestic borrowings under the Company’s revolving credit facility. The proceeds from the second funding of the 2016 Private Placement will be used to pay down a 40 million British pound (\$52.1 million at September 30, 2016) 5.99% senior note that is maturing in November 2016 and provides the Company with additional financial flexibility to support its growth plans, including its successful acquisition strategy.

At September 30, 2016, total debt, net was \$2,154.4 million, compared with \$1,938.0 million at December 31, 2015. The debt-to-capital ratio was 39.0% at September 30, 2016, compared with 37.3% at December 31, 2015. The net debt-to-capital ratio (total debt, net less cash and cash equivalents divided by the sum of net debt and stockholders’ equity) was 33.6% at September 30, 2016, compared with 32.4% at December 31, 2015. The net debt-to-capital ratio is presented because the Company is aware that this measure is used by third parties in evaluating the Company.

As a result of all of the Company’s cash flow activities for the first nine months of 2016, cash and cash equivalents at September 30, 2016 totaled \$445.5 million, compared with \$381.0 million at December 31, 2015. At September 30, 2016, the Company had \$420.5 million in cash outside the United States, compared with \$357.2 million at December 31, 2015. The Company utilizes this cash to fund its international operations, as well as to acquire international businesses. In July 2016, the Company acquired HS Foils and Nu Instruments for approximately \$65 million utilizing cash outside the United States. The Company is in compliance with all covenants, including financial covenants, for all of its debt agreements. The Company believes it has sufficient cash-generating capabilities from domestic and unrestricted foreign sources, available credit facilities and access to long-term capital funds to enable it to meet its operating needs and contractual obligations in the foreseeable future.

Contractual Obligations

As noted above, the Company completed the 2016 Private Placement in October 2016. As a result of a net increase in long-term borrowings, the Company’s obligation for interest on long-term fixed-rate debt will increase compared to the obligation noted at December 31, 2015. There have been no other material changes to the contractual obligations table presented in our Annual Report on Form 10-K for the year ended December 31, 2015.

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 general economic conditions affecting the industries the Company serves; changes in the competitive environment or the effects of competition in the Company’s markets; risks associated with international sales and operations; the Company’s ability to consummate and successfully integrate future acquisitions; the Company’s 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; and the ability to maintain adequate liquidity and financing sources. A detailed discussion of these and other factors that may affect the Company’s future results is contained in AMETEK’s filings with the U.S. 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. Under the supervision and with the participation of our management, including the Company’s principal executive officer and principal financial officer, we have evaluated the effectiveness of our system of disclosure controls and procedures as required by Exchange Act Rule 13a-15(b) as of September 30, 2016. 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 at the reasonable assurance level.

Such evaluation did not identify any change in the Company’s internal control over financial reporting during the quarter ended September 30, 2016 that has materially affected, or is reasonably likely to materially affect, the Company’s internal control over financial reporting.

PART II. OTHER INFORMATION

Item 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 September 30, 2016:

<u>Period</u>	<u>Total Number of Shares Purchased (1)(2)</u>	<u>Average Price Paid per Share</u>	<u>Total Number of Shares Purchased as Part of Publicly Announced Plan (2)</u>	<u>Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plan</u>
July 1, 2016 to July 31, 2016	991,689	\$ 45.33	991,689	\$ 131,482,409
August 1, 2016 to August 31, 2016	1,180,106	47.31	1,180,106	75,656,744
September 1, 2016 to September 30, 2016	—	—	—	75,656,744
Total	<u>2,171,795</u>	<u>46.41</u>	<u>2,171,795</u>	

- (1) Includes 1,795 shares surrendered to the Company to satisfy tax withholding obligations in connection with employees' share-based compensation awards.
- (2) Consists of the number of shares purchased pursuant to the Company's Board of Directors \$350 million authorization for the repurchase of its common stock announced in November 2015. Such purchases may be effected from time to time in the open market or in private transactions, subject to market conditions and at management's discretion.

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Item 6. Exhibits

<u>Exhibit Number</u>	<u>Description</u>
10.1*	Amendment No. 1 to the Note Purchase Agreement, dated as of September 30, 2014.
10.2*	Amendment No. 2 to the Note Purchase Agreement, dated as of August 30, 2007.
10.3*	Amendment No. 2 to the Note Purchase Agreement, dated as of September 17, 2008.
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.
101.INS*	XBRL Instance Document.
101.SCH*	XBRL Taxonomy Extension Schema Document.
101.CAL*	XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF*	XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB*	XBRL Taxonomy Extension Label Linkbase Document.
101.PRE*	XBRL Taxonomy Extension Presentation Linkbase Document.

* Filed electronically herewith.

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/ Thomas M. Montgomery
Thomas M. Montgomery
Senior Vice President - Comptroller
(Principal Accounting Officer)

November 3, 2016

AMENDMENT NO. 1 TO NOTE PURCHASE AGREEMENT

This **AMENDMENT NO. 1 TO NOTE PURCHASE AGREEMENT** (this “**Amendment**”), is made as of October 31, 2016, by and among (a) **AMETEK, INC.**, a Delaware corporation (together with its successors and assigns, the “**Company**”), and (b) each of the Noteholders (as defined below) signatory hereto, with respect to that certain Note Purchase Agreement, dated as of September 30, 2014, (as in effect immediately prior to giving effect to this Amendment, the “**Existing Note Agreement**” and, as amended pursuant to this Amendment and as may be further amended, restated or otherwise modified from time to time, the “**Note Agreement**”), by and among the Company and each holder of the Notes (collectively, the “**Noteholders**”). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Existing Note Agreement.

RECITALS:

A. The Company and the Noteholders are parties to the Existing Note Agreement, pursuant to which the Company issued and sold the Notes to the Noteholders; and

B. The Company has requested, and the Majority Holders have agreed to, certain amendments to the provisions of the Existing Note Agreement, subject to the terms and conditions set forth herein.

AGREEMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Majority Holders agree as follows:

1. AMENDMENTS TO EXISTING NOTE AGREEMENT.

Subject to the satisfaction of the conditions set forth in Section 3 hereof, the Existing Note Agreement is hereby amended by this Amendment as follows:

1.1. Priority Debt.

Clause (c) of Section 10.1 of the Existing Note Agreement is hereby amended and restated in its entirety to read as follows:

“(c) *Priority Debt* -- Priority Debt at any time to exceed 15% of Consolidated Total Assets (determined as of the end of the most recently ended fiscal quarter of the Company); provided, however, that no Lien created pursuant to Section 10.2(j) shall secure Indebtedness owing under the Bank Credit Agreement or any other note agreement to which the Company is a party unless the Notes are equally and ratably secured by all property subject to such Lien and no Subsidiary shall guaranty or otherwise become obligated in respect of such Indebtedness unless such Subsidiary guaranties, or becomes obligated in respect of, the Notes, in each case pursuant to documentation reasonably satisfactory to the Majority Holders. Notwithstanding the foregoing, any Foreign Subsidiary may become a borrower under the Bank Credit

Agreement, so long as it is liable only for the amount of its direct borrowings thereunder, and the Company shall not be required to cause such Foreign Subsidiary to guaranty the Notes in accordance with this clause (c), if (i) no Default or Event of Default exists and is continuing at the time such Foreign Subsidiary becomes a borrower under the Bank Credit Agreement and (ii) at such time the provision by such Foreign Subsidiary of a guaranty of the Notes would cause the earnings of such Foreign Subsidiary to be treated as a deemed dividend to such Foreign Subsidiary's United States parent under the Code; provided, however, that a guaranty of the Notes from such Foreign Subsidiary shall be required to be delivered to the holders of Notes in accordance with this clause (c) on the earliest to occur thereafter of (x) a Default or Event of Default or (y) such time as the provision by such Foreign Subsidiary of a guaranty of the Notes would not cause the earnings of such Foreign Subsidiary to be treated as a deemed dividend to such Foreign Subsidiary's United States parent under the Code. For the avoidance of doubt, (1) any borrowing by a Foreign Subsidiary under the Bank Credit Agreement shall constitute Priority Debt unless such Foreign Subsidiary shall have provided a guaranty or shall have otherwise become obligated in respect of the Notes in accordance with the terms of this Section 10.1(c), and (2) any Indebtedness owing under the Bank Credit Agreement or any other note agreement to which the Company is a party that is secured by a Lien created pursuant to Section 10.2(j) shall cease to constitute Priority Debt for purposes of the first sentence of this Section 10.1(c) at such time as the Notes are equally and ratably secured by all property subject to such Lien pursuant to documentation in form and substance reasonably satisfactory to the Majority Holders, including, without limitation, an intercreditor agreement and opinions of counsel to the Company and/or any applicable Subsidiary, as the case may be, from counsel reasonably acceptable to the Majority Holders."

1.2. Accounting Terms; Change in GAAP.

Section 22.6 of the Existing Note Agreement is hereby amended and restated in its entirety to read as follows:

22.6 Accounting Terms; Change in GAAP.

(a) All accounting terms used herein which are not expressly defined in this Agreement have the meanings respectively given to them in accordance with GAAP. Except as otherwise specifically provided herein, all computations made pursuant to this Agreement shall be made in accordance with GAAP and all balance sheets and other financial statements with respect thereto shall be prepared in accordance with GAAP. Except as otherwise specifically provided herein, any consolidated financial statement or financial computation shall be done in accordance with GAAP; and, if at the time that any such statement or computation is required to be made the Company shall not have any Subsidiary, such terms shall mean a financial statement or a financial computation, as the case may be, with respect to the Company only.

(b) For purposes of determining compliance with this Agreement (including, without limitation, Section 9, Section 10 and the definition of "Indebtedness"), any election by the Company to measure any financial liability using fair value (as permitted

by Financial Accounting Standards Board Accounting Standards Codification Topic No. 825-10-25 – *Fair Value Option*, International Accounting Standard 39 – *Financial Instruments: Recognition and Measurement* or any similar accounting standard) shall be disregarded and such determination shall be made as if such election had not been made.

(c) If the Company shall notify the holders of Notes that the Company wishes to amend any covenant in Section 10 to eliminate the effect of any change in GAAP on the operation of such covenant (or if the Majority Holders notify the Company that the Majority Holders wish to amend Section 10 for such purpose), then the Company and the holders of the Notes shall negotiate in good faith to make such adjustments as shall be necessary to eliminate the effect of such change in GAAP on such covenant; *provided* that, until agreement is reached on such adjustments, the Company's compliance with such covenant shall be determined on the basis of GAAP in effect immediately before the relevant change in GAAP became effective, until either such notice is withdrawn or such covenant is amended in a manner satisfactory to the Company and the Majority Holders, and the Company shall provide to the holders of Notes, with each certificate delivered pursuant to Section 7.2, a reconciliation showing calculations with respect to such covenant before and after giving effect to such change in GAAP.

1.3. Definition of "Significant Subsidiary".

The definition of "Significant Subsidiary" in Schedule B of the Existing Note Agreement is hereby amended and restated in its entirety to read as follows:

"**Significant Subsidiary**" means, at any time, each Subsidiary the total assets of which account for at least 10% of Consolidated Total Assets (determined as of the end of the Company's then most recently ended fiscal quarter) and any two or more Subsidiaries the total assets of which, taken together, represent, on an aggregate basis, not less than 10% of Consolidated Total Assets (determined as of the end of the Company's then most recently ended fiscal quarter).

2. WARRANTIES AND REPRESENTATIONS.

To induce the Majority Holders to enter into this Amendment, the Company represents and warrants to each of the Noteholders that as of the First Amendment Effective Date:

2.1. Corporate and Other Organization and Authority.

The Company is a corporation duly organized, validly existing and in good standing under the laws of Delaware and has the requisite corporate power and authority to execute and deliver this Amendment and to perform its obligations hereunder and under the Note Agreement.

2.2. Authorization, etc.

This Amendment has been duly authorized by all necessary corporate action on the part of the Company. Each of this Amendment and the Note Agreement constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by:

(a) applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and

(b) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

2.3. No Conflicts, etc.

The execution and delivery by the Company of this Amendment and the performance by the Company of its obligations under each of this Amendment and the Note Agreement do not conflict with, result in any breach in any of the provisions of, constitute a default under, violate or result in the creation of any Lien upon any property of the Company under the provisions of:

(a) any charter document, constitutive document, agreement with shareholders or members, bylaws or any other organizational or governing agreement of the Company;

(b) any agreement, instrument or conveyance by which the Company or any of its Subsidiaries or any of their respective properties may be bound or affected; or

(c) any statute, rule or regulation or any order, judgment or award of any court, arbitrator or Governmental Authority by which the Company or any of its Subsidiaries or any of their respective properties may be bound or affected.

2.4. Governmental Consent.

The execution and delivery by the Company of this Amendment and the performance by the Company of its obligations hereunder and under the Note Agreement do not require any consents, approvals or authorizations of, or filings, registrations or qualifications with, any Governmental Authority on the part of the Company.

2.5. No Defaults.

No event has occurred and is continuing and no condition exists which, immediately before or immediately after giving effect to the amendments provided for in this Amendment, constitutes or would constitute a Default or an Event of Default.

2.6. No Amendment Fee.

Neither the Company nor any of its Affiliates is paying any fee or giving any other consideration for the execution and delivery of the amendments to other note agreements to which it is a party, which are similar to this Amendment.

3. CONDITIONS TO EFFECTIVENESS OF AMENDMENTS.

The amendments of the Existing Note Agreement as set forth in this Amendment shall become effective as of the date first written above (the “**First Amendment Effective Date**”), *provided* that each of the following conditions shall have been satisfied:

(a) each Noteholder shall have received a fully executed copy of this Amendment executed by the Company and the Majority Holders;

(b) the representations and warranties set forth in Section 2 of this Amendment shall be true and correct on and as of the First Amendment Effective Date; and

(c) the Company shall have paid all reasonable fees, charges and disbursements of counsel to the Noteholders incurred in connection with this Amendment and the transactions contemplated hereby.

4. MISCELLANEOUS.

4.1. Governing Law.

THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND THE RIGHTS OF THE PARTIES SHALL BE GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK EXCLUDING CHOICE-OF-LAW PRINCIPLES OF THE LAW OF SUCH STATE THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF A JURISDICTION OTHER THAN SUCH STATE.

4.2. Duplicate Originals; Electronic Signature.

Two or more duplicate originals of this Amendment may be signed by the parties, each of which shall be an original but all of which together shall constitute one and the same instrument. This Amendment may be executed in one or more counterparts and shall be effective when at least one counterpart shall have been executed by each party hereto, and each set of counterparts that, collectively, show execution by each party hereto shall constitute one duplicate original. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or electronic transmission shall be effective as delivery of a manually executed counterpart of this Amendment.

4.3. Waiver and Amendments.

Neither this Amendment nor any term hereof may be changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by each of the parties signatory hereto.

4.4. Costs and Expenses.

Whether or not the amendments contemplated by this Amendment become effective, the Company confirms its obligation under Section 15.1 of the Note Agreement and agrees that, on

the First Amendment Effective Date (or if an invoice is delivered subsequent to the First Amendment Effective Date or if such amendments do not become effective, promptly after receiving any statement or invoice therefor), it will pay all costs and expenses of the Noteholders relating to this Amendment, including, but not limited to, the statement for reasonable fees and disbursements of the Noteholders' special counsel presented to the Company at least one Business Day prior to the First Amendment Effective Date. The Company will also promptly pay, upon receipt thereof, each additional statement for reasonable fees and disbursements of the Noteholders' special counsel rendered after the First Amendment Effective Date in connection with this Amendment.

4.5. Successors and Assigns.

This Amendment shall inure to the benefit of and be binding upon the successors and assigns of each of the parties hereto. The provisions hereof are intended to be for the benefit of the Noteholders and shall be enforceable by any successor or assign of any such Noteholder, whether or not an express assignment of rights hereunder shall have been made by such Noteholder or its successors and assigns.

4.6. Survival.

All warranties, representations, certifications and covenants made by the Company in this Amendment shall be considered to have been relied upon by the Noteholders and shall survive the execution and delivery of this Amendment, regardless of any investigation made by or on behalf of the Noteholders.

4.7. Part of Existing Note Agreement; Future References, etc.

This Amendment shall be construed in connection with and as a part of the Note Agreement and, except as expressly amended by this Amendment, all terms, conditions and covenants contained in the Existing Note Agreement are hereby ratified and shall be and remain in full force and effect. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Amendment may refer to the Existing Note Agreement without making specific reference to this Amendment, but nevertheless all such references shall include this Amendment, unless the context otherwise requires.

4.8. Affirmation of Obligations under Existing Note Agreement and Notes; No Novation.

Anything contained herein to the contrary notwithstanding, this Amendment is not intended to and shall not serve to effect a novation of the obligations under the Existing Note Agreement. Instead, it is the express intention of the parties hereto to reaffirm the indebtedness created under the Existing Note Agreement, as amended by this Amendment, and the Notes. The Company hereby acknowledges and affirms all of its respective obligations under the terms of the Existing Note Agreement, as amended by this Amendment, and the Notes. The execution, delivery and effectiveness of this Amendment shall not be deemed, except as expressly provided herein, (a) to operate as a waiver of any right, power or remedy of any of the Noteholders under the Existing Note Agreement or the Notes, nor constitute a waiver or amendment of any provision thereunder, or (b) to prejudice any rights which any Noteholder now has or may have in the future under or in connection with the Note Agreement or the Notes or under applicable law.

[Remainder of page intentionally left blank. Next page is signature page.]

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment No. 1 to Note Purchase Agreement to be executed on its behalf by a duly authorized officer or agent thereof.

Very truly yours,

AMETEK, INC.

By: /s/ William J. Burke

Name: William J. Burke

Title: Executive Vice President, Chief Financial Officer &
Treasurer

[Signature page to Amendment No. 1 to 2014 Note Purchase Agreement - Ametek]

The foregoing is hereby agreed to as of the date hereof.

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY

By: Barings LLC as Investment Adviser

By: /s/ Andrew T. Kleeman

Name: Andrew T. Kleeman

Title: Managing Director

C.M. LIFE INSURANCE COMPANY

By: Barings LLC as Investment Adviser

By: /s/ Andrew T. Kleeman

Name: Andrew T. Kleeman

Title: Managing Director

MASSMUTUAL ASIA LIMITED

By: Barings LLC as Investment Adviser

By: /s/ Andrew T. Kleeman

Name: Andrew T. Kleeman

Title: Managing Director

[Signature page to Amendment No. 1 to 2014 Note Purchase Agreement - Ametek]

METROPOLITAN LIFE INSURANCE COMPANY

GENERAL AMERICAN LIFE INSURANCE COMPANY

by Metropolitan Life Insurance Company, its Investment Manager

By: /s/ John Wills

Name: John Wills

Title: Managing Director

ERIE FAMILY LIFE INSURANCE COMPANY

by MetLife Investment Advisors, LLC, Its Investment Manager

METROPOLITAN LIFE INSURANCE COMPANY, on behalf of its Separate Account 733

by MetLife Investment, Advisors, LLC, Its Investment Manager

By: /s/ C. Scott Inglis

Name: C. Scott Inglis

Title: Managing Director

UNION FIDELITY LIFE INSURANCE COMPANY

by MetLife Investment Advisors, LLC, Its Investment Adviser

By: /s/ C. Scott Inglis

Name: C. Scott Inglis

Title: Managing Director

[Signature page to Amendment No. 1 to 2014 Note Purchase Agreement - Ametek]

NEW YORK LIFE INSURANCE COMPANY

By: /s/ Aron Davidowitz
Name: Aron Davidowitz
Title: Corporate Vice President

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION

By: NYL Investors LLC, its Investment Manager

By: /s/ Aron Davidowitz
Name: Aron Davidowitz
Title: Senior Director

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION INSTITUTIONALLY OWNED LIFE INSURANCE SEPARATE ACCOUNT (BOLI 30C)

By: NYL Investors LLC, its Investment Manager

By: /s/ Aron Davidowitz
Name: Aron Davidowitz
Title: Senior Director

[Signature page to Amendment No. 1 to 2014 Note Purchase Agreement - Ametek]

**TEACHERS INSURANCE AND ANNUITY ASSOCIATION
OF AMERICA**

By: /s/ Chris Miller

Name: Chris Miller

Title: Director

[Signature page to Amendment No. 1 to 2014 Note Purchase Agreement - Ametek]

UNITED SERVICES AUTOMOBILE ASSOCIATION

By: /s/ James F. Jackson Jr.
Name: James F. Jackson Jr.
Title: Executive Director

USAA CASUALTY INSURANCE COMPANY

By: /s/ James F. Jackson Jr.
Name: James F. Jackson Jr.
Title: Executive Director

USAA LIFE INSURANCE COMPANY

By: /s/ James F. Jackson Jr.
Name: James F. Jackson Jr.
Title: Executive Director

USAA LIFE INSURANCE COMPANY OF NEW YORK

By: /s/ James F. Jackson Jr.
Name: James F. Jackson Jr.
Title: Executive Director

USAA GENERAL INDEMNITY COMPANY

By: /s/ James F. Jackson Jr.
Name: James F. Jackson Jr.
Title: Executive Director

**GARRISON PROPERTY & CASUALTY INSURANCE
COMPANY**

By: /s/ James F. Jackson Jr.
Name: James F. Jackson Jr.
Title: Executive Director

ALLIANZ LIFE INSURANCE COMPANY OF NORTH AMERICA

By: Allianz Investment Management LLC
as authorized signatory and investment manager

By: /s/ CHARLES J. DUDLEY

Name: CHARLES J. DUDLEY

Title: MANAGING DIRECTOR

[Signature page to Amendment No. 1 to 2014 Note Purchase Agreement - Ametek]

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY

By: Northwestern Mutual Investment Management Company, LLC,
its investment adviser

By: /s/ Mark E. Kishler

Name: Mark E. Kishler

Title: Its Authorized Representative

[Signature page to Amendment No. 1 to 2014 Note Purchase Agreement - Ametek]

THRIVENT FINANCIAL FOR LUTHERANS

By: /s/ Christopher Patton
Name: Christopher Patton
Title: Managing Director

[Signature page to Amendment No. 1 to 2014 Note Purchase Agreement - Ametek]

VOYA INSURANCE AND ANNUITY COMPANY
VOYA RETIREMENT INSURANCE AND ANNUITY COMPANY
RELIASTAR LIFE INSURANCE COMPANY
RELIASTAR LIFE INSURANCE COMPANY OF NEW YORK
SECURITY LIFE OF DENVER INSURANCE COMPANY

By: Voya Investment Management LLC, as Agent

By: /s/ Christopher P. Lyons _____

Name: Christopher P. Lyons

Title: Managing Director

[Signature page to Amendment No. 1 to 2014 Note Purchase Agreement - Ametek]

STATE FARM LIFE INSURANCE COMPANY

By: /s/ Julie Hoyer
Julie Hoyer
Investment Executive-Fixed Income

By: /s/ Jeffrey Attwood
Jeffrey Attwood
Investment Professional-Fixed Income

**STATE FARM LIFE AND ACCIDENT ASSURANCE
COMPANY**

By: /s/ Julie Hoyer
Julie Hoyer
Investment Executive-Fixed Income

By: /s/ Jeffrey Attwood
Jeffrey Attwood
Investment Professional-Fixed Income

[Signature page to Amendment No. 1 to 2014 Note Purchase Agreement - Ametek]

**THE UNITED STATES LIFE INSURANCE COMPANY
IN THE CITY OF NEW YORK
NATIONAL UNION FIRE INSURANCE COMPANY OF
PITTSBURGH, PA**

By: AIG Asset Management (U.S.), LLC, as Investment Adviser

By: /s/ Gerald F. Herman

Name: Gerald F. Herman

Title: Managing Director

[Signature page to Amendment No. 1 to 2014 Note Purchase Agreement - Ametek]

CONNECTICUT GENERAL LIFE INSURANCE COMPANY

By: CIGNA Investments, Inc. (authorized agent)

By: /s/ Elisabeth V. Piker

Name: Elisabeth V. Piker

Title: Managing Director

CIGNA HEALTH AND LIFE INSURANCE COMPANY

By: CIGNA Investments, Inc. (authorized agent)

By: /s/ Elisabeth V. Piker

Name: Elisabeth V. Piker

Title: Managing Director

LIFE INSURANCE COMPANY OF NORTH AMERICA

By: CIGNA Investments, Inc. (authorized agent)

By: /s/ Elisabeth V. Piker

Name: Elisabeth V. Piker

Title: Managing Director

[Signature page to Amendment No. 1 to 2014 Note Purchase Agreement - Ametek]

UNUM LIFE INSURANCE COMPANY OF AMERICA

By: Provident Investment Management, LLC
Its: Agent

By: /s/ Ben Vance

Name: Ben Vance

Title: Vice President, Senior Managing Director

PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY

By: Provident Investment Management, LLC
Its: Agent

By: /s/ Ben Vance

Name: Ben Vance

Title: Vice President, Senior Managing Director

COLONIAL LIFE & ACCIDENT INSURANCE COMPANY

By: Provident Investment Management, LLC
Its: Agent

By: /s/ Ben Vance

Name: Ben Vance

Title: Vice President, Senior Managing Director

[Signature page to Amendment No. 1 to 2014 Note Purchase Agreement - Ametek]

**THE GUARDIAN LIFE INSURANCE COMPANY
OF AMERICA**

By: /s/ Amy Carroll

Name: Amy Carroll

Title: Director

**THE GUARDIAN INSURANCE & ANNUITY
COMPANY, INC.**

By: /s/ Amy Carroll

Name: Amy Carroll

Title: Director

[Signature page to Amendment No. 1 to 2014 Note Purchase Agreement - Ametek]

AMERICAN UNITED LIFE INSURANCE COMPANY

By: /s/ Michael I. Bullock

Name: Michael I. Bullock

Title: VP, Private Placements

THE STATE LIFE INSURANCE COMPANY

By: American United Life Insurance Company

Its: Agent

By: /s/ Michael I. Bullock

Name: Michael I. Bullock

Title: VP, Private Placements

[Signature page to Amendment No. 1 to 2014 Note Purchase Agreement - Ametek]

AXA EQUITABLE LIFE INSURANCE COMPANY

By: /s/ Amy Judd

Name: Amy Judd

Title: Investment Officer

[Signature page to Amendment No. 1 to 2014 Note Purchase Agreement - Ametek]

RIVERSOURCE LIFE INSURANCE COMPANY

By: /s/ Thomas W. Murphy

Name: Thomas W. Murphy

Title: Vice President - Investments

[Signature page to Amendment No. 1 to 2014 Note Purchase Agreement - Ametek]

NATIONWIDE LIFE AND ANNUITY INSURANCE COMPANY

By: /s/ Mary Beth Cadle

Name: Mary Beth Cadle

Title: Authorized Signatory

[Signature page to Amendment No. 1 to 2014 Note Purchase Agreement - Ametek]

**HARTFORD LIFE INSURANCE COMPANY
HARTFORD FIRE INSURANCE COMPANY
HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY**

By: Hartford Investment Management Company
their Agent and Attorney-in-Fact

By: /s/ DAWN BRUNEAU

Name: DAWN BRUNEAU

Title: VICE PRESIDENT

[Signature page to Amendment No. 1 to 2014 Note Purchase Agreement - Ametek]

GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY

By: /s/ Eve Hampton

Name: Eve Hampton

Title: Vice President, Investments

By: /s/ Ward Argust

Name: Ward Argust

Title: Assistant Vice President, Investments

[Signature page to Amendment No. 1 to 2014 Note Purchase Agreement - Ametek]

UNITED OF OMAHA LIFE INSURANCE COMPANY

By: /s/ Justin P. Kavan

Name: Justin P. Kavan

Title: Senior Vice President

[Signature page to Amendment No. 1 to 2014 Note Purchase Agreement - Ametek]

MODERN WOODMEN OF AMERICA

By: /s/ Douglas A. Pannier

Name: Douglas A. Pannier

Title: Group Head – Private Placements

[Signature page to Amendment No. 1 to 2014 Note Purchase Agreement - Ametek]

PHOENIX LIFE INSURANCE COMPANY

By: /s/ Nelson Correa

Name: Nelson Correa

Title: Senior Managing Director

PHL VARIABLE INSURANCE COMPANY

By: /s/ Nelson Correa

Name: Nelson Correa

Title: Its Duly Authorized Officer

[Signature page to Amendment No. 1 to 2014 Note Purchase Agreement - Ametek]

LIFE INSURANCE COMPANY OF THE SOUTHWEST

By: /s/ Andrew Ebersole

Name: Andrew Ebersole

Title: Head of Private Placements

[Signature page to Amendment No. 1 to 2014 Note Purchase Agreement - Ametek]

**DEARBORN NATIONAL LIFE INSURANCE COMPANY
CATHOLIC FINANCIAL LIFE
UNITEDHEALTHCARE INSURANCE COMPANY
FIDELITY LIFE ASSOCIATION
TRUSTMARK INSURANCE COMPANY
CATHOLIC UNITED FINANCIAL**

By: Advantus Capital Management, Inc.

By: /s/ Robert G. Diedrich

Name: Robert G. Diedrich

Title: Vice President

[Signature page to Amendment No. 1 to 2014 Note Purchase Agreement - Ametek]

ASSURITY LIFE INSURANCE COMPANY

By: /s/ Victor Weber

Name: Victor Weber

Title: Senior Director - Investments

[Signature page to Amendment No. 1 to 2014 Note Purchase Agreement - Ametek]

**TRAVELERS CASUALTY AND SURETY COMPANY
OF AMERICA**

By: /s/ Annette M. Masterson

Name: Annette M. Masterson

Title: Vice President

[Signature page to Amendment No. 1 to 2014 Note Purchase Agreement - Ametek]

**AMERICAN EQUITY INVESTMENT LIFE INSURANCE
COMPANY**

By: /s/ Jeffrey A. Fossell

Name: Jeffrey A. Fossell

Title: Authorized Signatory

[Signature page to Amendment No. 1 to 2014 Note Purchase Agreement - Ametek]

STATE OF WISCONSIN INVESTMENT BOARD

By: /s/ Christopher P. Prestigiacomo

Name: Christopher P. Prestigiacomo

Title: Portfolio Manager

[Signature page to Amendment No. 1 to 2014 Note Purchase Agreement - Ametek]

**SOUTHERN FARM BUREAU LIFE INSURANCE
COMPANY**

By: /s/ David Divine

Name: David Divine

Title: Senior Portfolio Manager

[Signature page to Amendment No. 1 to 2014 Note Purchase Agreement - Ametek]

THE OHIO NATIONAL LIFE INSURANCE COMPANY

By: /s/ Annette M. Teders

Name: Annette M. Teders

Title: Vice President

[Signature page to Amendment No. 1 to 2014 Note Purchase Agreement - Ametek]

AMERITAS LIFE INSURANCE CORP.
AMERITAS LIFE INSURANCE CORP. OF NEW YORK

By: Ameritas Investment Partners, Inc., as Agent

By: /s/ Tina Udell

Name: Tina Udell

Title: Vice President & Managing Director

[Signature page to Amendment No. 1 to 2014 Note Purchase Agreement - Ametek]

**AMERICAN FAMILY LIFE INSURANCE
COMPANY**

By: /s/ David L. Voge

Name: David L. Voge

Title: Fixed Income Portfolio Manager

[Signature page to Amendment No. 1 to 2014 Note Purchase Agreement - Ametek]

AMENDMENT NO. 2 TO NOTE PURCHASE AGREEMENT

This **AMENDMENT NO. 2 TO NOTE PURCHASE AGREEMENT** (this “**Amendment**”), is made as of October 31, 2016, by and among (a) **AMETEK, INC.**, a Delaware corporation (together with its successors and assigns, the “**Company**”), and (b) each of the Noteholders (as defined below) signatory hereto, with respect to that certain Note Purchase Agreement, dated as of August 30, 2007, (as in effect immediately prior to giving effect to this Amendment, the “**Existing Note Agreement**” and, as amended pursuant to this Amendment and as may be further amended, restated or otherwise modified from time to time, the “**Note Agreement**”), by and among the Company and each holder of the Notes (collectively, the “**Noteholders**”). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Existing Note Agreement.

RECITALS:

A. The Company and the Noteholders are parties to the Existing Note Agreement, pursuant to which the Company issued and sold the Notes to the Noteholders; and

B . The Company has requested, and the Majority Holders have agreed to, certain amendments to the provisions of the Existing Note Agreement, subject to the terms and conditions set forth herein.

AGREEMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Majority Holders agree as follows:

1. AMENDMENTS TO EXISTING NOTE AGREEMENT.

Subject to the satisfaction of the conditions set forth in Section 3 hereof, the Existing Note Agreement is hereby amended by this Amendment as follows:

1.1. Priority Debt.

Clause (c) of Section 10.1 of the Existing Note Agreement is hereby amended by amending and restating the first sentence thereof in its entirety to read as follows:

“Priority Debt at any time to exceed 15% of Consolidated Total Assets (determined as of the end of the most recently ended fiscal quarter of the Company); provided, however, that no Lien created pursuant to Section 10.2(j) shall secure Indebtedness owing under the Bank Credit Agreement or any other note agreement to which the Company is a party unless the Notes are equally and ratably secured by all property subject to such Lien and no Subsidiary shall guaranty or otherwise become obligated in respect of such Indebtedness unless such Subsidiary guaranties, or becomes obligated in respect of, the Notes, in each case pursuant to documentation reasonably satisfactory to the Majority Holders.”

1.2. Accounting Terms; Change in GAAP.

Section 22.6 of the Existing Note Agreement is hereby amended and restated in its entirety to read as follows:

22.6 Accounting Terms; Change in GAAP.

(a) All accounting terms used herein which are not expressly defined in this Agreement have the meanings respectively given to them in accordance with GAAP. Except as otherwise specifically provided herein, all computations made pursuant to this Agreement shall be made in accordance with GAAP and all balance sheets and other financial statements with respect thereto shall be prepared in accordance with GAAP. Except as otherwise specifically provided herein, any consolidated financial statement or financial computation shall be done in accordance with GAAP; and, if at the time that any such statement or computation is required to be made the Company shall not have any Subsidiary, such terms shall mean a financial statement or a financial computation, as the case may be, with respect to the Company only.

(b) For purposes of determining compliance with this Agreement (including, without limitation, Section 9, Section 10 and the definition of “Indebtedness”), any election by the Company to measure any financial liability using fair value (as permitted by Financial Accounting Standards Board Accounting Standards Codification Topic No. 825-10-25 – *Fair Value Option*, International Accounting Standard 39 – *Financial Instruments: Recognition and Measurement* or any similar accounting standard) shall be disregarded and such determination shall be made as if such election had not been made.

(c) If the Company shall notify the holders of Notes that the Company wishes to amend any covenant in Section 10 to eliminate the effect of any change in GAAP on the operation of such covenant (or if the Majority Holders notify the Company that the Majority Holders wish to amend Section 10 for such purpose), then the Company and the holders of the Notes shall negotiate in good faith to make such adjustments as shall be necessary to eliminate the effect of such change in GAAP on such covenant; *provided* that, until agreement is reached on such adjustments, the Company’s compliance with such covenant shall be determined on the basis of GAAP in effect immediately before the relevant change in GAAP became effective, until either such notice is withdrawn or such covenant is amended in a manner satisfactory to the Company and the Majority Holders, and the Company shall provide to the holders of Notes, with each certificate delivered pursuant to Section 7.2, a reconciliation showing calculations with respect to such covenant before and after giving effect to such change in GAAP.

1.3. Definition of “Significant Subsidiary”.

The definition of “Significant Subsidiary” in Schedule B of the Existing Note Agreement is hereby amended and restated in its entirety to read as follows:

“**Significant Subsidiary**” means, at any time, each Subsidiary the total assets of which account for at least 10% of Consolidated Total Assets (determined as of the end of the Company’s then most recently ended fiscal quarter) and any two or more Subsidiaries

the total assets of which, taken together, represent, on an aggregate basis, not less than 10% of Consolidated Total Assets (determined as of the end of the Company's then most recently ended fiscal quarter).

2. WARRANTIES AND REPRESENTATIONS.

To induce the Majority Holders to enter into this Amendment, the Company represents and warrants to each of the Noteholders that as of the Second Amendment Effective Date:

2.1. Corporate and Other Organization and Authority.

The Company is a corporation duly organized, validly existing and in good standing under the laws of Delaware and has the requisite corporate power and authority to execute and deliver this Amendment and to perform its obligations hereunder and under the Note Agreement.

2.2. Authorization, etc.

This Amendment has been duly authorized by all necessary corporate action on the part of the Company. Each of this Amendment and the Note Agreement constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by:

- (a) applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and
- (b) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

2.3. No Conflicts, etc.

The execution and delivery by the Company of this Amendment and the performance by the Company of its obligations under each of this Amendment and the Note Agreement do not conflict with, result in any breach in any of the provisions of, constitute a default under, violate or result in the creation of any Lien upon any property of the Company under the provisions of:

- (a) any charter document, constitutive document, agreement with shareholders or members, bylaws or any other organizational or governing agreement of the Company;
- (b) any agreement, instrument or conveyance by which the Company or any of its Subsidiaries or any of their respective properties may be bound or affected; or
- (c) any statute, rule or regulation or any order, judgment or award of any court, arbitrator or Governmental Authority by which the Company or any of its Subsidiaries or any of their respective properties may be bound or affected.

2.4. Governmental Consent.

The execution and delivery by the Company of this Amendment and the performance by the Company of its obligations hereunder and under the Note Agreement do not require any consents, approvals or authorizations of, or filings, registrations or qualifications with, any Governmental Authority on the part of the Company.

2.5. No Defaults.

No event has occurred and is continuing and no condition exists which, immediately before or immediately after giving effect to the amendments provided for in this Amendment, constitutes or would constitute a Default or an Event of Default.

2.6. No Amendment Fee.

Neither the Company nor any of its Affiliates is paying any fee or giving any other consideration for the execution and delivery of the amendments to other note agreements to which it is a party, which are similar to this Amendment.

3. CONDITIONS TO EFFECTIVENESS OF AMENDMENTS.

The amendments of the Existing Note Agreement as set forth in this Amendment shall become effective as of the date first written above (the "**Second Amendment Effective Date**"), *provided* that each of the following conditions shall have been satisfied:

- (a) each Noteholder shall have received a fully executed copy of this Amendment executed by the Company and the Majority Holders;
- (b) the representations and warranties set forth in Section 2 of this Amendment shall be true and correct on and as of the Second Amendment Effective Date; and
- (c) the Company shall have paid all reasonable fees, charges and disbursements of counsel to the Noteholders incurred in connection with this Amendment and the transactions contemplated hereby.

4. MISCELLANEOUS.

4.1. Governing Law.

THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND THE RIGHTS OF THE PARTIES SHALL BE GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK EXCLUDING CHOICE-OF-LAW PRINCIPLES OF THE LAW OF SUCH STATE THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF A JURISDICTION OTHER THAN SUCH STATE.

4.2. Duplicate Originals; Electronic Signature.

Two or more duplicate originals of this Amendment may be signed by the parties, each of which shall be an original but all of which together shall constitute one and the same instrument. This Amendment may be executed in one or more counterparts and shall be effective when at least one counterpart shall have been executed by each party hereto, and each set of counterparts that, collectively, show execution by each party hereto shall constitute one duplicate original. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or electronic transmission shall be effective as delivery of a manually executed counterpart of this Amendment.

4.3. Waiver and Amendments.

Neither this Amendment nor any term hereof may be changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by each of the parties signatory hereto.

4.4. Costs and Expenses.

Whether or not the amendments contemplated by this Amendment become effective, the Company confirms its obligation under Section 15.1 of the Note Agreement and agrees that, on the Second Amendment Effective Date (or if an invoice is delivered subsequent to the Second Amendment Effective Date or if such amendments do not become effective, promptly after receiving any statement or invoice therefor), it will pay all costs and expenses of the Noteholders relating to this Amendment, including, but not limited to, the statement for reasonable fees and disbursements of the Noteholders' special counsel presented to the Company at least one Business Day prior to the Second Amendment Effective Date. The Company will also promptly pay, upon receipt thereof, each additional statement for reasonable fees and disbursements of the Noteholders' special counsel rendered after the Second Amendment Effective Date in connection with this Amendment.

4.5. Successors and Assigns.

This Amendment shall inure to the benefit of and be binding upon the successors and assigns of each of the parties hereto. The provisions hereof are intended to be for the benefit of the Noteholders and shall be enforceable by any successor or assign of any such Noteholder, whether or not an express assignment of rights hereunder shall have been made by such Noteholder or its successors and assigns.

4.6. Survival.

All warranties, representations, certifications and covenants made by the Company in this Amendment shall be considered to have been relied upon by the Noteholders and shall survive the execution and delivery of this Amendment, regardless of any investigation made by or on behalf of the Noteholders.

4.7. Part of Existing Note Agreement; Future References, etc.

This Amendment shall be construed in connection with and as a part of the Note Agreement and, except as expressly amended by this Amendment, all terms, conditions and covenants contained in the Existing Note Agreement are hereby ratified and shall be and remain in full force and effect. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Amendment may refer to the Existing Note Agreement without making specific reference to this Amendment, but nevertheless all such references shall include this Amendment, unless the context otherwise requires.

4.8. Affirmation of Obligations under Existing Note Agreement and Notes; No Novation.

Anything contained herein to the contrary notwithstanding, this Amendment is not intended to and shall not serve to effect a novation of the obligations under the Existing Note Agreement. Instead, it is the express intention of the parties hereto to reaffirm the indebtedness created under the Existing Note Agreement, as amended by this Amendment, and the Notes. The Company hereby acknowledges and affirms all of its respective obligations under the terms of the Existing Note Agreement, as amended by this Amendment, and the Notes. The execution, delivery and effectiveness of this Amendment shall not be deemed, except as expressly provided herein, (a) to operate as a waiver of any right, power or remedy of any of the Noteholders under the Existing Note Agreement or the Notes, nor constitute a waiver or amendment of any provision thereunder, or (b) to prejudice any rights which any Noteholder now has or may have in the future under or in connection with the Note Agreement or the Notes or under applicable law.

[Remainder of page intentionally left blank. Next page is signature page.]

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment No. 2 to Note Purchase Agreement to be executed on its behalf by a duly authorized officer or agent thereof.

Very truly yours,

AMETEK, INC.

By: /s/ William J. Burke

Name: William J. Burke

Title: Executive Vice President, Chief Financial
Officer & Treasurer

[Signature page to Amendment No. 2 to 2007 Note Purchase Agreement -Ametek, Inc.]

The foregoing is hereby agreed to and accepted as of the date hereof.

NEW YORK LIFE INSURANCE COMPANY

By: /s/ Aron Davidowitz

Name: Aron Davidowitz

Title: Corporate Vice President

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION

By: NYL Investors LLC, its Investment Manager

By: /s/ Aron Davidowitz

Name: Aron Davidowitz

Title: Senior Director

**NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION
INSTITUTIONALLY OWNED LIFE INSURANCE SEPARATE
ACCOUNT (BOLI 3)**

By: NYL Investors LLC, its Investment Manager

By: /s/ Aron Davidowitz

Name: Aron Davidowitz

Title: Senior Director

**NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION
INSTITUTIONALLY OWNED LIFE INSURANCE SEPARATE
ACCOUNT (BOLI 3-2)**

By: NYL Investors LLC, its Investment Manager

By: /s/ Aron Davidowitz

Name: Aron Davidowitz

Title: Senior Director

**NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION
INSTITUTIONALLY OWNED LIFE INSURANCE SEPARATE ACCOUNT (BOLI 30C)**

By: NYL Investors LLC, its Investment Manager

By: /s/ Aron Davidowitz

Name: Aron Davidowitz

Title: Senior Director

[Signature page to Amendment No. 2 to 2007 Note Purchase Agreement -Ametek, Inc.]

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

By: /s/ Tannis Fussell
Name: Tannis Fussell
Title: Vice President

UNIVERSAL PRUDENTIAL ARIZONA REINSURANCE COMPANY

By: PGIM, Inc.,
as investment manager

By: /s/ Tannis Fussell
Name: Tannis Fussell
Title: Vice President

[Signature page to Amendment No. 2 to 2007 Note Purchase Agreement -Ametek, Inc.]

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

By: Delaware Investment Advisers, a series of Delaware Management Business Trust,
Attorney in Fact

By: /s/ Karl Spaeth

Name: Karl Spaeth

Title: Vice President

[Signature page to Amendment No. 2 to 2007 Note Purchase Agreement -Ametek, Inc.]

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY

By: Northwestern Mutual Investment Management Company, LLC, its investment advisor

By: /s/ Mark E. Kishler

Name: Mark E. Kishler

Title: Managing Director

[Signature page to Amendment No. 2 to 2007 Note Purchase Agreement -Ametek, Inc.]

PACIFIC LIFE INSURANCE COMPANY

By: /s/ Matthew A. Levene
Name: Matthew A. Levene
Title: Assistant Vice President

By: /s/ Cathy L. Schwartz
Name: Cathy L. Schwartz
Title: Assistant Secretary

[Signature page to Amendment No. 2 to 2007 Note Purchase Agreement -Ametek, Inc.]

**THE GUARDIAN LIFE INSURANCE COMPANY OF
AMERICA**

By: /s/ Amy Carroll

Name: Amy Carroll

Title: Director

[Signature page to Amendment No. 2 to 2007 Note Purchase Agreement -Ametek, Inc.]

**MINNESOTA LIFE INSURANCE COMPANY
CINCINNATI INSURANCE COMPANY
FARM BUREAU LIFE INSURANCE COMPANY OF MICHIGAN
DEARBORN NATIONAL LIFE INSURANCE COMPANY
BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC.
GREAT WESTERN INSURANCE COMPANY
CATHOLIC UNITED FINANCIAL
AMERICAN REPUBLIC INSURANCE COMPANY**

By: Advantus Capital Management, Inc.

By: /s/ Robert G. Diedrich

Name: Robert G. Diedrich

Title: Vice President

[Signature page to Amendment No. 2 to 2007 Note Purchase Agreement -Ametek, Inc.]

**ATHENE ANNUITY AND LIFE COMPANY (f/k/a AMERUS LIFE INSURANCE
COMPANY and successor in interest to AMERICAN INVESTORS LIFE INSURANCE
COMPANY and AVIVA LIFE INSURANCE COMPANY)**

By: Athene Asset Management L.P., its investment adviser

By: AAM GP Ltd., its general partner

By: /s/ Steven J. Sweeney

Name: Steven J. Sweeney

Title: Vice President, Private Fixed Income

[Signature page to Amendment No. 2 to 2007 Note Purchase Agreement -Ametek, Inc.]

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY

By: Barings LLC as Investment Adviser

By: /s/ Andrew T. Kleeman

Name: Andrew T. Kleeman

Title: Managing Director

C.M. LIFE INSURANCE COMPANY

By: Barings LLC as Investment Adviser

By: /s/ Andrew T. Kleeman

Name: Andrew T. Kleeman

Title: Managing Director

[Signature page to Amendment No. 2 to 2007 Note Purchase Agreement -Ametek, Inc.]

STATE FARM LIFE INSURANCE COMPANY

By: /s/ Julie Hoyer
Julie Hoyer
Investment Executive-Fixed Income

By: /s/ Jeffrey Attwood
Jeffrey Attwood
Investment Professional-Fixed Income

[Signature page to Amendment No. 2 to 2007 Note Purchase Agreement -Ametek, Inc.]

UNUM LIFE INSURANCE COMPANY OF AMERICA

By: Provident Investment Management, LLC
Its: Agent

By: /s/ Ben Vance
Name: Ben Vance
Title: Vice President, Senior Managing Director

PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY

By: Provident Investment Management, LLC
Us: Agent

By: /s/ Ben Vance
Name: Ben Vance
Title: Vice President, Senior Managing Director

[Signature page to Amendment No. 2 to 2007 Note Purchase Agreement -Ametek, Inc.]

**BANKERS LIFE AND CASUALTY COMPANY
COLONIAL PENN LIFE INSURANCE COMPANY
WASHINGTON NATIONAL INSURANCE COMPANY**

By: 40|86 Advisors, Inc., acting as Investment Advisor

By: /s/ Jesse E. Horsfall

Name: Jesse E. Horsfall

Title: Senior Vice President

[Signature page to Amendment No. 2 to 2007 Note Purchase Agreement -Ametek, Inc.]

ALLIANZ LIFE INSURANCE COMPANY OF NORTH AMERICA

By: Allianz Investment Management LLC
as authorized signatory and investment manager

By: /s/ Charles J. Dudley _____

Name: CHARLES J. DUDLEY

Title: MANAGING DIRECTOR

[Signature page to Amendment No. 2 to 2007 Note Purchase Agreement -Ametek, Inc.]

UNITED OF OMAHA LIFE INSURANCE COMPANY

By: /s/ Justin P. Kavan
Name: Justin P. Kavan
Title: Senior Vice President

COMPANION LIFE INSURANCE COMPANY

By: /s/ Justin P. Kavan
Name: Justin P. Kavan
Title: An Authorized Signer

[Signature page to Amendment No. 2 to 2007 Note Purchase Agreement -Ametek, Inc.]

AMERICAN UNITED LIFE INSURANCE COMPANY

By: /s/ Michael I. Bullock
Name: Michael I. Bullock
Title: VP, Private Placements

THE STATE LIFE INSURANCE COMPANY

By: American United Life Insurance Company
Its: Agent

By: /s/ Michael I. Bullock
Name: Michael I. Bullock
Title: VP, Private Placements

[Signature page to Amendment No. 2 to 2007 Note Purchase Agreement -Ametek, Inc.]

**AMERICAN EQUITY INVESTMENT LIFE INSURANCE
COMPANY**

By: /s/ Jeffrey A. Fossell _____

Name: Jeffrey A. Fossell

Title: Authorized Signatory

[Signature page to Amendment No. 2 to 2007 Note Purchase Agreement -Ametek, Inc.]

AMERITAS LIFE INSURANCE CORP.
AMERITAS LIFE INSURANCE CORP. (as successor by merger to
Acacia Life Insurance Company)

By: Ameritas Investment Partners, Inc., as Agent

By: /s/ Tina Udell

Name: Tina Udell

Title: Vice President & Managing Director

[Signature page to Amendment No. 2 to 2007 Note Purchase Agreement -Ametek, Inc.]

GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY

By: /s/ Eve Hampton

Name: Eve Hampton

Title: Vice President, Investments

By: /s/ Ward Argust

Name: Ward Argust

Title: Assistant Vice President, Investments

[Signature page to Amendment No. 2 to 2007 Note Purchase Agreement -Ametek, Inc.]

HARTFORD LIFE INSURANCE COMPANY

By: Hartford Investment Management Company
its Agent and Attorney-in-Fact

By: /s/ DAWN BRUNEAU

Name: DAWN BRUNEAU

Title: VICE PRESIDENT

[Signature page to Amendment No. 2 to 2007 Note Purchase Agreement -Ametek, Inc.]

WILCO LIFE INSURANCE COMPANY (f/k/a Consec Life Insurance Company)

By: Guggenheim Partners Investment Management,
LLC, as Advisor

By: /s/ Kevin M. Robinson

Name: Kevin M. Robinson

Title: Attorney-in-Fact

[Signature page to Amendment No. 2 to 2007 Note Purchase Agreement -Ametek, Inc.]

LIFE INSURANCE COMPANY OF NORTH AMERICA

By: CIGNA Investments, Inc. (authorized agent)

By: /s/ Elisabeth V. Piker

Name: Elisabeth V. Piker

Title: Managing Director

[Signature page to Amendment No. 2 to 2007 Note Purchase Agreement -Ametek, Inc.]

AMENDMENT NO. 2 TO NOTE PURCHASE AGREEMENT

This **AMENDMENT NO. 2 TO NOTE PURCHASE AGREEMENT** (this “**Amendment**”), is made as of October 31, 2016, by and among (a) **AMETEK, INC.**, a Delaware corporation (together with its successors and assigns, the “**Company**”), and (b) each of the Noteholders (as defined below) signatory hereto, with respect to that certain Note Purchase Agreement, dated as of September 17, 2008, (as in effect immediately prior to giving effect to this Amendment, the “**Existing Note Agreement**” and, as amended pursuant to this Amendment and as may be further amended, restated or otherwise modified from time to time, the “**Note Agreement**”), by and among the Company and each holder of the Notes (collectively, the “**Noteholders**”). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Existing Note Agreement.

RECITALS:

A. The Company and the Noteholders are parties to the Existing Note Agreement, pursuant to which the Company issued and sold the Notes to the Noteholders; and

B . The Company has requested, and the Majority Holders have agreed to, certain amendments to the provisions of the Existing Note Agreement, subject to the terms and conditions set forth herein.

AGREEMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Majority Holders agree as follows:

1. AMENDMENTS TO EXISTING NOTE AGREEMENT.

Subject to the satisfaction of the conditions set forth in Section 3 hereof, the Existing Note Agreement is hereby amended by this Amendment as follows:

1.1. Priority Debt.

Clause (c) of Section 10.1 of the Existing Note Agreement is hereby amended by amending and restating the first sentence thereof in its entirety to read as follows:

“Priority Debt at any time to exceed 15% of Consolidated Total Assets (determined as of the end of the most recently ended fiscal quarter of the Company); provided, however, that no Lien created pursuant to Section 10.2(j) shall secure Indebtedness owing under the Bank Credit Agreement or any other note agreement to which the Company is a party unless the Notes are equally and ratably secured by all property subject to such Lien and no Subsidiary shall guaranty or otherwise become obligated in respect of such Indebtedness unless such Subsidiary guaranties, or becomes obligated in respect of, the Notes, in each case pursuant to documentation reasonably satisfactory to the Majority Holders.”

1.2. Accounting Terms; Change in GAAP.

Section 22.6 of the Existing Note Agreement is hereby amended and restated in its entirety to read as follows:

22.6 Accounting Terms; Change in GAAP.

(a) All accounting terms used herein which are not expressly defined in this Agreement have the meanings respectively given to them in accordance with GAAP. Except as otherwise specifically provided herein, all computations made pursuant to this Agreement shall be made in accordance with GAAP and all balance sheets and other financial statements with respect thereto shall be prepared in accordance with GAAP. Except as otherwise specifically provided herein, any consolidated financial statement or financial computation shall be done in accordance with GAAP; and, if at the time that any such statement or computation is required to be made the Company shall not have any Subsidiary, such terms shall mean a financial statement or a financial computation, as the case may be, with respect to the Company only.

(b) For purposes of determining compliance with this Agreement (including, without limitation, Section 9, Section 10 and the definition of “Indebtedness”), any election by the Company to measure any financial liability using fair value (as permitted by Financial Accounting Standards Board Accounting Standards Codification Topic No. 825-10-25 – *Fair Value Option*, International Accounting Standard 39 – *Financial Instruments: Recognition and Measurement* or any similar accounting standard) shall be disregarded and such determination shall be made as if such election had not been made.

(c) If the Company shall notify the holders of Notes that the Company wishes to amend any covenant in Section 10 to eliminate the effect of any change in GAAP on the operation of such covenant (or if the Majority Holders notify the Company that the Majority Holders wish to amend Section 10 for such purpose), then the Company and the holders of the Notes shall negotiate in good faith to make such adjustments as shall be necessary to eliminate the effect of such change in GAAP on such covenant; *provided* that, until agreement is reached on such adjustments, the Company’s compliance with such covenant shall be determined on the basis of GAAP in effect immediately before the relevant change in GAAP became effective, until either such notice is withdrawn or such covenant is amended in a manner satisfactory to the Company and the Majority Holders, and the Company shall provide to the holders of Notes, with each certificate delivered pursuant to Section 7.2, a reconciliation showing calculations with respect to such covenant before and after giving effect to such change in GAAP.

1.3. Definition of “Significant Subsidiary”.

The definition of “Significant Subsidiary” in Schedule B of the Existing Note Agreement is hereby amended and restated in its entirety to read as follows:

“**Significant Subsidiary**” means, at any time, each Subsidiary the total assets of which account for at least 10% of Consolidated Total Assets (determined as of the end of the Company’s then most recently ended fiscal quarter) and any two or more Subsidiaries

the total assets of which, taken together, represent, on an aggregate basis, not less than 10% of Consolidated Total Assets (determined as of the end of the Company's then most recently ended fiscal quarter).

2. WARRANTIES AND REPRESENTATIONS.

To induce the Majority Holders to enter into this Amendment, the Company represents and warrants to each of the Noteholders that as of the Second Amendment Effective Date:

2.1. Corporate and Other Organization and Authority.

The Company is a corporation duly organized, validly existing and in good standing under the laws of Delaware and has the requisite corporate power and authority to execute and deliver this Amendment and to perform its obligations hereunder and under the Note Agreement.

2.2. Authorization, etc.

This Amendment has been duly authorized by all necessary corporate action on the part of the Company. Each of this Amendment and the Note Agreement constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by:

- (a) applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and
- (b) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

2.3. No Conflicts, etc.

The execution and delivery by the Company of this Amendment and the performance by the Company of its obligations under each of this Amendment and the Note Agreement do not conflict with, result in any breach in any of the provisions of, constitute a default under, violate or result in the creation of any Lien upon any property of the Company under the provisions of:

- (a) any charter document, constitutive document, agreement with shareholders or members, bylaws or any other organizational or governing agreement of the Company;
- (b) any agreement, instrument or conveyance by which the Company or any of its Subsidiaries or any of their respective properties may be bound or affected; or
- (c) any statute, rule or regulation or any order, judgment or award of any court, arbitrator or Governmental Authority by which the Company or any of its Subsidiaries or any of their respective properties may be bound or affected.

2.4. Governmental Consent.

The execution and delivery by the Company of this Amendment and the performance by the Company of its obligations hereunder and under the Note Agreement do not require any consents, approvals or authorizations of, or filings, registrations or qualifications with, any Governmental Authority on the part of the Company.

2.5. No Defaults.

No event has occurred and is continuing and no condition exists which, immediately before or immediately after giving effect to the amendments provided for in this Amendment, constitutes or would constitute a Default or an Event of Default.

2.6. No Amendment Fee.

Neither the Company nor any of its Affiliates is paying any fee or giving any other consideration for the execution and delivery of the amendments to other note agreements to which it is a party, which are similar to this Amendment.

3. CONDITIONS TO EFFECTIVENESS OF AMENDMENTS.

The amendments of the Existing Note Agreement as set forth in this Amendment shall become effective as of the date first written above (the "**Second Amendment Effective Date**"), *provided* that each of the following conditions shall have been satisfied:

(a) each Noteholder shall have received a fully executed copy of this Amendment executed by the Company and the Majority Holders;

(b) the representations and warranties set forth in Section 2 of this Amendment shall be true and correct on and as of the Second Amendment Effective Date; and

(c) the Company shall have paid all reasonable fees, charges and disbursements of counsel to the Noteholders incurred in connection with this Amendment and the transactions contemplated hereby.

4. MISCELLANEOUS.

4.1. Governing Law.

THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND THE RIGHTS OF THE PARTIES SHALL BE GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK EXCLUDING CHOICE-OF-LAW PRINCIPLES OF THE LAW OF SUCH STATE THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF A JURISDICTION OTHER THAN SUCH STATE.

4.2. Duplicate Originals; Electronic Signature.

Two or more duplicate originals of this Amendment may be signed by the parties, each of which shall be an original but all of which together shall constitute one and the same instrument. This Amendment may be executed in one or more counterparts and shall be effective when at least one counterpart shall have been executed by each party hereto, and each set of counterparts that, collectively, show execution by each party hereto shall constitute one duplicate original. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or electronic transmission shall be effective as delivery of a manually executed counterpart of this Amendment.

4.3. Waiver and Amendments.

Neither this Amendment nor any term hereof may be changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by each of the parties signatory hereto.

4.4. Costs and Expenses.

Whether or not the amendments contemplated by this Amendment become effective, the Company confirms its obligation under Section 15.1 of the Note Agreement and agrees that, on the Second Amendment Effective Date (or if an invoice is delivered subsequent to the Second Amendment Effective Date or if such amendments do not become effective, promptly after receiving any statement or invoice therefor), it will pay all costs and expenses of the Noteholders relating to this Amendment, including, but not limited to, the statement for reasonable fees and disbursements of the Noteholders' special counsel presented to the Company at least one Business Day prior to the Second Amendment Effective Date. The Company will also promptly pay, upon receipt thereof, each additional statement for reasonable fees and disbursements of the Noteholders' special counsel rendered after the Second Amendment Effective Date in connection with this Amendment.

4.5. Successors and Assigns.

This Amendment shall inure to the benefit of and be binding upon the successors and assigns of each of the parties hereto. The provisions hereof are intended to be for the benefit of the Noteholders and shall be enforceable by any successor or assign of any such Noteholder, whether or not an express assignment of rights hereunder shall have been made by such Noteholder or its successors and assigns.

4.6. Survival.

All warranties, representations, certifications and covenants made by the Company in this Amendment shall be considered to have been relied upon by the Noteholders and shall survive the execution and delivery of this Amendment, regardless of any investigation made by or on behalf of the Noteholders.

4.7. Part of Existing Note Agreement; Future References, etc.

This Amendment shall be construed in connection with and as a part of the Note Agreement and, except as expressly amended by this Amendment, all terms, conditions and covenants contained in the Existing Note Agreement are hereby ratified and shall be and remain in full force and effect. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Amendment may refer to the Existing Note Agreement without making specific reference to this Amendment, but nevertheless all such references shall include this Amendment, unless the context otherwise requires.

4.8. Affirmation of Obligations under Existing Note Agreement and Notes; No Novation.

Anything contained herein to the contrary notwithstanding, this Amendment is not intended to and shall not serve to effect a novation of the obligations under the Existing Note Agreement. Instead, it is the express intention of the parties hereto to reaffirm the indebtedness created under the Existing Note Agreement, as amended by this Amendment, and the Notes. The Company hereby acknowledges and affirms all of its respective obligations under the terms of the Existing Note Agreement, as amended by this Amendment, and the Notes. The execution, delivery and effectiveness of this Amendment shall not be deemed, except as expressly provided herein, (a) to operate as a waiver of any right, power or remedy of any of the Noteholders under the Existing Note Agreement or the Notes, nor constitute a waiver or amendment of any provision thereunder, or (b) to prejudice any rights which any Noteholder now has or may have in the future under or in connection with the Note Agreement or the Notes or under applicable law.

[Remainder of page intentionally left blank. Next page is signature page.]

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment No. 2 to Note Purchase Agreement to be executed on its behalf by a duly authorized officer or agent thereof.

Very truly yours,

AMETEK, INC.

By: /s/ William J. Burke

Name: William J. Burke

Title: Executive Vice President, Chief Financial Officer &
Treasurer

[Signature Page to Amendment No. 2 to 2008 Note Agreement - Ametek, Inc.]

**TEACHERS INSURANCE AND ANNUITY ASSOCIATION
OF AMERICA**

By: /s/ Chris Miller

Name: Chris Miller

Title: Director

[Signature Page to Amendment No. 2 to 2008 Note Agreement - Ametek, Inc.]

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY

By: Northwestern Mutual Investment Management Company, LLC,
its investment advisor

By: /s/ Mark E. Kishler _____

Name: Mark E. Kishler

Title: Managing Director

**THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY
FOR ITS GROUP ANNUITY SEPARATE ACCOUNT**

By: /s/ Mark E. Kishler _____

Name: Mark E. Kishler

Title: Its Authorized Representative

[Signature Page to Amendment No. 2 to 2008 Note Agreement - Ametek, Inc.]

CONNECTICUT GENERAL LIFE INSURANCE COMPANY

By: CIGNA Investments, Inc. (authorized agent)

By: /s/ Elisabeth V. Piker

Name: Elisabeth V. Piker

Title: Managing Director

CIGNA HEALTH AND LIFE INSURANCE COMPANY

By: CIGNA Investments, Inc. (authorized agent)

By: /s/ Elisabeth V. Piker

Name: Elisabeth V. Piker

Title: Managing Director

LIFE INSURANCE COMPANY OF NORTH AMERICA

By: CIGNA Investments, Inc. (authorized agent)

By: /s/ Elisabeth V. Piker

Name: Elisabeth V. Piker

Title: Managing Director

BRAVO HEALTH PENNSYLVANIA, INC.

By: CIGNA Investments, Inc. (authorized agent)

By: /s/ Elisabeth V. Piker

Name: Elisabeth V. Piker

Title: Managing Director

[Signature Page to Amendment No. 2 to 2008 Note Agreement - Ametek, Inc.]

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

By: Delaware Investment Advisers, a series of Delaware
Management Business Trust, Attorney in Fact

By: /s/ Karl Spaeth

Name: Karl Spaeth

Title: Vice President

LINCOLN LIFE & ANNUITY COMPANY OF NEW YORK

By: Delaware Investment Advisers, a series of Delaware
Management Business Trust, Attorney in Fact

By: /s/ Karl Spaeth

Name: Karl Spaeth

Title: Vice President

[Signature Page to Amendment No. 2 to 2008 Note Agreement - Ametek, Inc.]

ALLIANZ LIFE INSURANCE COMPANY OF NORTH AMERICA

By: Allianz Investment Management LLC
as authorized signatory and investment manager

By: /s/ CHARLES J. DUDLEY

Name: CHARLES J. DUDLEY

Title: MANAGING DIRECTOR

[Signature Page to Amendment No. 2 to 2008 Note Agreement - Ametek, Inc.]

UNUM LIFE INSURANCE COMPANY OF AMERICA

By: Provident Investment Management, LLC

Its: Agent

By: /s/ Ben Vance

Name: Ben Vance

Title: Vice President, Senior Managing Director

[Signature Page to Amendment No. 2 to 2008 Note Agreement - Ametek, Inc.]

EQUITRUST LIFE INSURANCE COMPANY

By: Guggenheim Partners Investment Management,
LLC, as Advisor

By: /s/ Kevin M. Robinson

Name: Kevin M. Robinson

Title: Attorney-in-Fact

[Signature Page to Amendment No. 2 to 2008 Note Agreement - Ametek, Inc.]

**ATHENE ANNUITY AND LIFE COMPANY (successor in interest to AVIVA LIFE
INSURANCE COMPANY and AMERICAN INVESTORS LIFE INSURANCE
COMPANY)**

By: Athene Asset Management L.P., its investment adviser

By: AAM GP Ltd., its general partner

By: /s/ Steven J. Sweeney

Name: Steven J. Sweeney

Title: Vice President, Private Fixed Income

[Signature Page to Amendment No. 2 to 2008 Note Agreement - Ametek, Inc.]

UNITED OF OMAHA LIFE INSURANCE COMPANY

By: /s/ Justin P. Kavan

Name: Justin P. Kavan

Title: Senior Vice President

[Signature Page to Amendment No. 2 to 2008 Note Agreement - Ametek, Inc.]

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY

By: Barings LLC as Investment Adviser

By: /s/ Andrew T. Kleeman

Name: Andrew T. Kleeman

Title: Managing Director

C.M. LIFE INSURANCE COMPANY

By: Barings LLC as Investment Adviser

By: /s/ Andrew T. Kleeman

Name: Andrew T. Kleeman

Title: Managing Director

MASSMUTUAL ASIA LIMITED

By: Barings LLC as Investment Adviser

By: /s/ Andrew T. Kleeman

Name: Andrew T. Kleeman

Title: Managing Director

[Signature Page to Amendment No. 2 to 2008 Note Agreement - Ametek, Inc.]

STATE FARM LIFE INSURANCE COMPANY

By: /s/ Julie Hoyer
Julie Hoyer
Investment Executive-Fixed Income

By: /s/ Jeffrey Attwood
Jeffrey Attwood
Investment Professional-Fixed Income

**STATE FARM LIFE AND ACCIDENT ASSURANCE
COMPANY**

By: /s/ Julie Hoyer
Julie Hoyer
Investment Executive-Fixed Income

By: /s/ Jeffrey Attwood
Jeffrey Attwood
Investment Professional-Fixed Income

[Signature Page to Amendment No. 2 to 2008 Note Agreement - Ametek, Inc.]

GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY

By: /s/ Eve Hampton

Name: Eve Hampton

Title: Vice President, Investments

By: /s/ Ward Argust

Name: Ward Argust

Title: Assistant Vice President, Investments

[Signature Page to Amendment No. 2 to 2008 Note Agreement - Ametek, Inc.]

AMERICAN UNITED LIFE INSURANCE COMPANY

By: /s/ Michael I. Bullock

Name: Michael I. Bullock

Title: VP, Private Placements

FARM BUREAU LIFE INSURANCE COMPANY OF MICHIGAN

By: American United Life Insurance Company

Its: Agent

By: /s/ Michael I. Bullock

Name: Michael I. Bullock

Title: VP, Private Placements

PIONEER MUTUAL LIFE INSURANCE COMPANY

By: American United Life Insurance Company

Its: Agent

By: /s/ Michael I. Bullock

Name: Michael I. Bullock

Title: VP, Private Placements

[Signature Page to Amendment No. 2 to 2008 Note Agreement - Ametek, Inc.]

THRIVENT FINANCIAL FOR LUTHERANS

By: /s/ Christopher Patton
Name: Christopher Patton
Title: Managing Director

[Signature Page to Amendment No. 2 to 2008 Note Agreement - Ametek, Inc.]

**AMERICAN EQUITY INVESTMENT LIFE INSURANCE
COMPANY**

By: /s/ Jeffrey A. Fossell

Name: Jeffrey A. Fossell

Title: Authorized Signatory

[Signature Page to Amendment No. 2 to 2008 Note Agreement - Ametek, Inc.]

AMERITAS LIFE INSURANCE CORP.
AMERITAS LIFE INSURANCE CORP. (successor by merger to
The Union Central Life Insurance Company)
AMERITAS LIFE INSURANCE CORP. OF NEW YORK
By: Ameritas Investment Partners, Inc., as Agent

By: /s/ Tina Udell
Name: Tina Udell
Title: Vice President & Managing Director

[Signature Page to Amendment No. 2 to 2008 Note Agreement - Ametek, Inc.]

BANKERS LIFE AND CASUALTY COMPANY
WASHINGTON NATIONAL INSURANCE COMPANY

By: 40|86 Advisors, Inc., acting as Investment Advisor

By: /s/ Jesse E. Horsfall

Name: Jesse E. Horsfall

Title: Senior Vice President

[Signature Page to Amendment No. 2 to 2008 Note Agreement - Ametek, Inc.]

THE LAFAYETTE LIFE INSURANCE COMPANY

By: /s/ James J. Vance

Name: James J. Vance

Title: Sr. Vice President & Treasurer

By: /s/ Kevin L. Howard

Name: Kevin L. Howard

Title: Vice President & Deputy General Counsel

[Signature Page to Amendment No. 2 to 2008 Note Agreement - Ametek, Inc.]

CERTIFICATIONS

I, David A. Zapico, 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: November 3, 2016

/s/ David A. Zapico

David A. Zapico
Chief Executive Officer

CERTIFICATIONS

I, William J. Burke, 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: November 3, 2016

/s/ William J. Burke

William J. Burke

Executive Vice President - 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 September 30, 2016 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, David A. Zapico, 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/ David A. Zapico

David A. Zapico
Chief Executive Officer

Date: November 3, 2016

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 September 30, 2016 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, William J. Burke, 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/ William J. Burke

William J. Burke

Executive Vice President - Chief Financial Officer

Date: November 3, 2016

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.

