

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

---

**FORM 8-K**

---

**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): December 6, 2006**

---

**ROPER INDUSTRIES, INC.**

(Exact Name of Registrant as Specified in its Charter)

**DELAWARE**  
(State or other jurisdiction of  
incorporation or organization)

**1-12273**  
(Commission File Number)

**51-0263969**  
(IRS Employer Identification  
No.)

**2160 Satellite Blvd., Suite 200**  
**Duluth, Georgia**

---

(Address of principal executive offices)

**30097**  
(Zip Code)

**(770) 495-5100**  
(Registrant's telephone number, including area code)

**Not Applicable**  
(Former name or former address, if changed since last report)

---

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
-

## Section 8 – Other Events

### Item 8.01. Other Events

This Form 8-K includes the Form of Restricted Stock Agreement, the Form of Incentive Stock Option Agreement and the Form of Non-Statutory Stock Option Agreement for grants and awards made under Roper Industries, Inc.'s 2006 Incentive Plan.

### Item 9.01 Financial Statements and Exhibits.

- (a) Financial statements of business acquired – Not applicable
- (b) Pro Forma financial information – Not applicable
- (c) Exhibits –

<u>Exhibit No.</u>	<u>Description</u>
10.1	Form of Restricted Stock Agreement for Employee Directors.
10.2	Form of Restricted Stock Agreement for Non-Employee Directors.
10.3	Form of Restricted Stock Agreement for Employees.
10.4	Form of Incentive Stock Option Agreement.
10.5	Form of Non-Statutory Stock Option Agreement.

**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 hereunto duly authorized.

**ROPER INDUSTRIES, INC.**

/s/ David B. Liner

David B. Liner

Vice President, General Counsel and Secretary

Date: December 6, 2006

**RESTRICTED STOCK AWARD CERTIFICATE**

*Non-transferable*  
GRANT TO

\_\_\_\_\_

("GRANTEE")

by Roper Industries, Inc. (the "Company") of  
\_\_\_\_\_ shares of its common stock, \$0.01 par value (the "Shares")

pursuant to and subject to the provisions of the Roper Industries, Inc. 2006 Incentive Plan (the "Plan") and to the terms and conditions set forth on the following page (the "Terms and Conditions"). By accepting the Shares, Grantee shall be deemed to have agreed to the terms and conditions set forth in this Certificate and the Plan. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Plan.

Unless vesting is accelerated in accordance with the Plan or in the discretion of the Committee, the Shares will vest (become non-forfeitable) in accordance with the following schedule:

<b>Months of Service as a Director after Grant Date</b>	<b>Percent of Shares Vested</b>
_____	_____

IN WITNESS WHEREOF, Roper Industries, Inc., acting by and through its duly authorized officers, has caused this Certificate to be duly executed.

ROPER INDUSTRIES, INC.

By: \_\_\_\_\_  
Brian D. Jellison  
PRESIDENT AND CHIEF EXECUTIVE OFFICER

GRANT DATE: \_\_\_\_\_

## TERMS AND CONDITIONS

1. **Restrictions.** The Shares are subject to each of the following restrictions. "Restricted Shares" mean those Shares that are subject to the restrictions imposed hereunder which restrictions have not then expired or terminated. Restricted Shares may not be sold, transferred, exchanged, assigned, pledged, hypothecated or otherwise encumbered. If Grantee's service as a director of the Company terminates for any reason other than as set forth in paragraph (b) or (d) of Section 2 hereof, then Grantee shall forfeit all of Grantee's right, title and interest in and to the Restricted Shares as of the date of termination of service, and such Restricted Shares shall revert to the Company immediately following the event of forfeiture. The restrictions imposed under this Section shall apply to all shares of the Company's Stock or other securities issued with respect to Restricted Shares hereunder in connection with any merger, reorganization, consolidation, recapitalization, stock dividend or other change in corporate structure affecting the Stock of the Company.

2. **Expiration and Termination of Restrictions.** The restrictions imposed under Section 2 will expire on the earliest to occur of the following (the period prior to such expiration being referred to herein as the "Restricted Period"):

(a) as to the percentages of the Shares specified on the cover page hereof, on the respective dates specified on the cover page hereof; provided Grantee is then still providing services as a director of the Company; or

(b) as to all of the Shares, the termination of Grantee's service as a director of the Company due to death or Disability; or

(c) the occurrence of a Change in Control, except with respect to any Restricted Shares assumed by the surviving entity or otherwise equitably converted or substituted in connection with the Change in Control; or

(d) with respect to any Restricted Shares assumed by the surviving entity or otherwise equitably converted or substituted in connection with a Change in Control, upon the termination of Grantee's service as a director within two years after the effective date of the Change in Control.

3. **Delivery of Shares.** The Shares will be registered in the name of Grantee as of the Grant Date and may be held by the Company during the Restricted Period in certificated or uncertificated form. If a certificate for Restricted Shares is issued during the Restricted Period with respect to such Shares, such certificate shall be registered in the name of Grantee and shall bear a legend in substantially the following form (in addition to any legend required under applicable state securities laws): "This certificate and the shares of stock represented hereby are subject to the terms and conditions (including forfeiture and restrictions against transfer) contained in a Restricted Stock Certificate between the registered owner of the shares represented hereby and Roper Industries, Inc. Release from such terms and conditions shall be made only in accordance with the provisions of such Certificate, copies of which are on file in the offices of Roper Industries, Inc." Stock certificates for the Shares, without the first above legend, shall be delivered to Grantee or Grantee's designee upon request of Grantee after the expiration of the Restricted Period, but delivery may be postponed for such period as may be required for the Company with reasonable diligence to comply, if deemed advisable by the Company, with registration requirements under the Securities Act of 1933, listing requirements under the rules of any stock exchange, and requirements under any other law or regulation applicable to the issuance or transfer of the Shares.

4. **Voting and Dividend Rights.** Grantee, as beneficial owner of the Shares, shall have full voting and dividend rights with respect to the Shares during and after the Restricted Period. Each dividend payment, if any, shall be made no later than the end of the calendar year in which the dividend is paid to the shareholders or, if later, the 15<sup>th</sup> day of the third month following the date the dividend is paid to shareholders. Any non-cash dividends shall be subject to the restrictions imposed under Section 1. If Grantee forfeits any rights he may have under this Certificate, Grantee shall no longer have any rights as a stockholder with respect to the Restricted Shares or any interest therein and Grantee shall no longer be entitled to receive dividends on such stock. In the event that for any reason Grantee shall have received dividends upon such stock after such forfeiture, Grantee shall repay to the Company any amount equal to such dividends.

5. **No Right of Continued Service.** Nothing in this Certificate shall interfere with or limit in any way the right of the Company or any Affiliate to terminate Grantee's service as a director or employee at any time, nor confer upon Grantee any right to continue service as a director or employee of the Company or any Affiliate.

6. **Payment of Taxes.** Grantee will, no later than the date as of which any amount related to the Shares first becomes includable in Grantee's gross income for federal income tax purposes, pay to the Company, or make other arrangements satisfactory to the Committee regarding payment of, any federal, state and local taxes of any kind required by law to be withheld with respect to such amount, including without limitation the surrender of shares of Stock to the Company. The obligations of the Company under this Certificate will be conditional on such payment or arrangements, and the Company, and, where applicable, its Subsidiaries will, to the extent permitted by law, have the right to deduct any such taxes from the award or any payment of any kind otherwise due to Grantee.

7. Plan Controls. The terms contained in the Plan are incorporated into and made a part of this Certificate and this Certificate shall be governed by and construed in accordance with the Plan. In the event of any actual or alleged conflict between the provisions of the Plan and the provisions of this Certificate, the provisions of the Plan shall be controlling and determinative.

8. Successors. This Certificate shall be binding upon any successor of the Company, in accordance with the terms of this Certificate and the Plan.

9. Severability. If any one or more of the provisions contained in this Certificate is invalid, illegal or unenforceable, the other provisions of this Certificate will be construed and enforced as if the invalid, illegal or unenforceable provision had never been included.

10. Notice. Notices and communications under this Certificate must be in writing and either personally delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid. Notices to the Company must be addressed to Roper Industries, Inc., 2160 Satellite Boulevard, Suite 200, Duluth, Georgia 30097: Attn: Secretary, or any other address designated by the Company in a written notice to Grantee. Notices to Grantee will be directed to the address of Grantee then currently on file with the Company, or at any other address given by Grantee in a written notice to the Company.

**RESTRICTED STOCK AWARD CERTIFICATE**

*Non-transferable*  
G R A N T T O

\_\_\_\_\_  
("Grantee")

by Roper Industries, Inc. (the "Company") of  
\_\_\_\_\_ shares of its common stock, \$0.01 par value (the "Shares")

pursuant to and subject to the provisions of the Roper Industries, Inc. Director Compensation Plan (the "Director Compensation Plan"), which is operated as a subplan of the Roper Industries, Inc. 2006 Incentive Plan (the "Incentive Plan" and, together with the Director Compensation Plan, the "Plans"), and to the terms and conditions set forth on the following page.

Unless vesting is accelerated in accordance with the Plans or in the discretion of the Committee, the Shares will vest (become non-forfeitable) in accordance with the following schedule, provided that Grantee is still providing services as a director of the Company on such date:

<u>Vesting Date</u>	<u>Percent of Shares Vested</u>
6 month anniversary of the Grant Date	50%
Day prior to first Annual Meeting of Shareholders after the Grant Date	100%

IN WITNESS WHEREOF, Roper Industries, Inc., acting by and through its duly authorized officers, has caused this Certificate to be duly executed.

ROPER INDUSTRIES, INC.

By: \_\_\_\_\_  
Brian D. Jellison  
President and Chief Executive Officer

Grant Date: \_\_\_\_\_

## TERMS AND CONDITIONS

1. **Restrictions.** The Shares are subject to each of the following restrictions. “Restricted Shares” mean those Shares that are subject to the restrictions imposed hereunder which restrictions have not then expired or terminated. Restricted Shares may not be sold, transferred, exchanged, assigned, pledged, hypothecated or otherwise encumbered. If Grantee’s service as a director of the Company terminates for any reason other than as set forth in paragraph (b) of Section 2 hereof, then Grantee shall forfeit all of Grantee’s right, title and interest in and to the Restricted Shares as of the date of termination of service, and such Restricted Shares shall revert to the Company immediately following the event of forfeiture. The restrictions imposed under this Section shall apply to all shares of the Company’s Stock or other securities issued with respect to Restricted Shares hereunder in connection with any merger, reorganization, consolidation, recapitalization, stock dividend or other change in corporate structure affecting the Stock of the Company.
2. **Expiration and Termination of Restrictions.** The restrictions imposed under Section 2 will expire on the earliest to occur of the following (the period prior to such expiration being referred to herein as the “Restricted Period”):
  - (a) as to the percentages of the Shares specified on the cover page hereof, on the respective dates specified on the cover page hereof; provided Grantee is then still providing services as a director of the Company; or
  - (b) as to all of the Shares, the termination of Grantee’s service as a director of the Company due to death or Disability; or
  - (c) the occurrence of a Change in Control.
3. **Delivery of Shares.** The Shares will be registered in the name of Grantee as of the date of grant and may be held by the Company during the Restricted Period in certificated or uncertificated form. If a certificate for Restricted Shares is issued during the Restricted Period with respect to such Shares, such certificate shall be registered in the name of Grantee and shall bear a legend in substantially the following form: “This certificate and the shares of stock represented hereby are subject to the terms and conditions contained in a Restricted Stock Award Certificate between the registered owner of the shares represented hereby and Roper Industries, Inc. Release from such terms and conditions shall be made only in accordance with the provisions of such Certificate, copies of which are on file in the offices of Roper Industries, Inc.” Stock certificates for the Shares, without the first above legend, shall be delivered to Grantee or Grantee’s designee upon request of Grantee after the expiration of the Restricted Period, but delivery may be postponed for such period as may be required for the Company with reasonable diligence to comply, if deemed advisable by the Company, with registration requirements under the 1933 Act, listing requirements under the rules of any stock exchange, and requirements under any other law or regulation applicable to the issuance or transfer of the Shares.
4. **Voting and Dividend Rights.** Grantee, as beneficial owner of the Shares, shall have full voting and dividend rights with respect to the Shares during and after the Restricted Period. Each dividend payment, if any, shall be made no later than the end of the calendar year in which the dividend is paid to the shareholders or, if later, the 15<sup>th</sup> day of the third month following the date the dividend is paid to shareholders. Any non-cash dividends shall be subject to the restrictions imposed under Section 1. If Grantee forfeits any rights he may have under this Certificate, Grantee shall no longer have any rights as a stockholder with respect to the Restricted Shares or any interest therein and Grantee shall no longer be entitled to receive dividends on such stock. In the event that for any reason Grantee shall have received dividends upon such stock after such forfeiture, Grantee shall repay to the Company any amount equal to such dividends.
5. **No Right of Continued Service.** Nothing in this Certificate shall interfere with or limit in any way the right of the Company or any Affiliate to terminate Grantee’s service as a director or employee at any time, nor confer upon Grantee any right to continue service as a director or employee of the Company or any Affiliate.
6. **Plans Control.** The terms contained in the Plans are incorporated into and made a part of this Certificate and this Certificate shall be governed by and construed in accordance with the Plans. In the event of any actual or alleged conflict between the provisions of the Plans and the provisions of this Certificate, the provisions of the Plans shall be controlling and determinative.
7. **Successors.** This Certificate shall be binding upon any successor of the Company, in accordance with the terms of this Certificate and the Plans.
8. **Severability.** If any one or more of the provisions contained in this Certificate is invalid, illegal or unenforceable, the other provisions of this Certificate will be construed and enforced as if the invalid, illegal or unenforceable provision had never been included.
9. **Notice.** Notices and communications under this Certificate must be in writing and either personally delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid. Notices to the Company must be addressed to Roper Industries, Inc., 2160 Satellite Boulevard, Suite 200, Duluth, Georgia 30097: Attn: Secretary, or any other address designated by the Company in a written notice to Grantee. Notices to Grantee will be directed to the address of Grantee then currently on file with the Company, or at any other address given by Grantee in a written notice to the Company.



Form for Employees

**RESTRICTED STOCK AWARD CERTIFICATE***Non-transferable*  
G R A N T T O\_\_\_\_\_  
("GRANTEE")by Roper Industries, Inc. (the "Company") of  
\_\_\_\_\_ shares of its common stock, \$0.01 par value (the "Shares")

pursuant to and subject to the provisions of the Roper Industries, Inc. 2006 Incentive Plan (the "Plan") and to the terms and conditions set forth on the following page (the "Terms and Conditions"). By accepting the Shares, Grantee shall be deemed to have agreed to the terms and conditions set forth in this Certificate and the Plan. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Plan.

Unless vesting is accelerated in accordance with the Plan or in the discretion of the Committee, the Shares will vest (become non-forfeitable) in accordance with the following schedule:

**Continuous Status as a Participant  
after Grant Date**

**Percent of Shares Vested**

IN WITNESS WHEREOF, Roper Industries, Inc., acting by and through its duly authorized officers, has caused this Certificate to be duly executed.

ROPER INDUSTRIES, INC.

By: \_\_\_\_\_

GRANT DATE: \_\_\_\_\_

Brian D. Jellison  
PRESIDENT AND CHIEF EXECUTIVE OFFICER

## TERMS AND CONDITIONS

1. Restrictions. The Shares are subject to each of the following restrictions. "Restricted Shares" mean those Shares that are subject to the restrictions imposed hereunder which restrictions have not then expired or terminated. Restricted Shares may not be sold, transferred, exchanged, assigned, pledged, hypothecated or otherwise encumbered. If Grantee's employment with the Company or any Subsidiary terminates for any reason other than as set forth in paragraph (b) or (d) of Section 2 hereof, then Grantee shall forfeit all of Grantee's right, title and interest in and to the Restricted Shares as of the date of employment termination, and such Restricted Shares shall revert to the Company immediately following the event of forfeiture. The restrictions imposed under this Section shall apply to all shares of the Company's Stock or other securities issued with respect to Restricted Shares hereunder in connection with any merger, reorganization, consolidation, recapitalization, stock dividend or other change in corporate structure affecting the Stock of the Company.

2. Expiration and Termination of Restrictions. The restrictions imposed under Section 1 will expire on the earliest to occur of the following (the period prior to such expiration being referred to herein as the "Restricted Period"):

(a) as to the percentages of the Shares specified on the cover page hereof, on the respective dates specified on the cover page hereof; provided Grantee is then employed by the Company or an Affiliate; or

(b) as to all of the Shares, the termination of Grantee's employment due to death or Disability; or

(c) the occurrence of a Change in Control, except with respect to any Restricted Shares assumed by the surviving entity or otherwise equitably converted or substituted in connection with the Change in Control; or

(d) with respect to any Restricted Shares assumed by the surviving entity or otherwise equitably converted or substituted in connection with a Change in Control, upon the termination of Grantee's employment without Cause (or Grantee's resignation for Good Reason as provided in any employment, severance or similar agreement between Grantee and the Company or an Affiliate) within two years after the effective date of the Change in Control.

3. Delivery of Shares. The Shares will be registered in the name of Grantee as of the Grant Date and may be held by the Company during the Restricted Period in certificated or uncertificated form. If a certificate for Restricted Shares is issued during the Restricted Period with respect to such Shares, such certificate shall be registered in the name of Grantee and shall bear a legend in substantially the following form (in addition to any legend required under applicable state securities laws): "This certificate and the shares of stock represented hereby are subject to the terms and conditions (including forfeiture and restrictions against transfer) contained in a Restricted Stock Certificate between the registered owner of the shares represented hereby and Roper Industries, Inc. Release from such terms and conditions shall be made only in accordance with the provisions of such Certificate, copies of which are on file in the offices of Roper Industries, Inc." Stock certificates for the Shares, without the first above legend, shall be delivered to Grantee or Grantee's designee upon request of Grantee after the expiration of the Restricted Period, but delivery may be postponed for such period as may be required for the Company with reasonable diligence to comply, if deemed advisable by the Company, with registration requirements under the Securities Act of 1933, listing requirements under the rules of any stock exchange, and requirements under any other law or regulation applicable to the issuance or transfer of the Shares.

4. Voting and Dividend Rights. Grantee, as beneficial owner of the Shares, shall have full voting and dividend rights with respect to the Shares during and after the Restricted Period. Each dividend payment, if any, shall be made no later than the end of the calendar year in which the dividend is paid to the shareholders or, if later, the 15<sup>th</sup> day of the third month following the date the dividend is paid to shareholders. Any non-cash dividends shall be subject to the restrictions imposed under Section 1. If Grantee forfeits any rights he may have under this Certificate, Grantee shall no longer have any rights as a stockholder with respect to the Restricted Shares or any interest therein and Grantee shall no longer be entitled to receive dividends on such stock. In the event that for any reason Grantee shall have received dividends upon such stock after such forfeiture, Grantee shall repay to the Company any amount equal to such dividends.

5. No Right of Continued Employment. Nothing in this Certificate shall interfere with or limit in any way the right of the Company or any Affiliate to terminate Grantee's employment at any time, nor confer upon Grantee any right to continue in the employ of the Company or any Affiliate.

6. Payment of Taxes. Grantee will, no later than the date as of which any amount related to the Shares first becomes includable in Grantee's gross income for federal income tax purposes, pay to the Company, or make other arrangements satisfactory to the Committee regarding payment of, any federal, state and local taxes of any kind required by law to be withheld with respect to such amount, including without limitation the surrender of shares of Stock to the Company. The obligations of the Company under this Certificate will be conditional on such payment or arrangements, and the Company, and, where applicable, its Affiliates will, to the extent permitted by law, have the right to deduct any such taxes from the award or any payment of any kind otherwise due to Grantee.

7. Plan Controls. The terms contained in the Plan are incorporated into and made a part of this Certificate and this Certificate shall be governed by and construed in accordance with the Plan. In the event of any actual or alleged conflict between the provisions of the Plan and the provisions of this Certificate, the provisions of the Plan shall be controlling and determinative.

8. Successors. This Certificate shall be binding upon any successor of the Company, in accordance with the terms of this Certificate and the Plan.

9. Severability. If any one or more of the provisions contained in this Certificate is invalid, illegal or unenforceable, the other provisions of this Certificate will be construed and enforced as if the invalid, illegal or unenforceable provision had never been included.

10. Notice. Notices and communications under this Certificate must be in writing and either personally delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid. Notices to the Company must be addressed to Roper Industries, Inc., 2160 Satellite Boulevard, Suite 200, Duluth, Georgia 30097: Attn: Secretary, or any other address designated by the Company in a written notice to Grantee. Notices to Grantee will be directed to the address of Grantee then currently on file with the Company, or at any other address given by Grantee in a written notice to the Company.

INCENTIVE STOCK OPTION CERTIFICATE

Non-transferable  
GRANT TO

\_\_\_\_\_

(“Optionee”)

the right to purchase from Roper Industries, Inc. (the “Company”)  
\_\_\_\_\_ shares of its common stock, \$0.01 par value, at the price of \$\_\_\_\_\_ per share (the “Option”)

pursuant to and subject to the provisions of the Roper Industries, Inc. 2006 Incentive Plan (the “Plan”) and to the terms and conditions set forth on the following page (the “Terms and Conditions”). By accepting the Option, Optionee shall be deemed to have agreed to the terms and conditions set forth in this Certificate and the Plan. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Plan.

Unless vesting is accelerated in accordance with the Plan or in the discretion of the Committee, the Option shall vest (become exercisable) in accordance with the following schedule:

<b>Continuous Status as a Participant after Grant Date</b>	<b>Percent of Option Shares Vested</b>
_____	_____

IN WITNESS WHEREOF, Roper Industries, Inc., acting by and through its duly authorized officers, has caused this Certificate to be duly executed.

ROPER INDUSTRIES, INC.

By: \_\_\_\_\_

GRANT DATE: \_\_\_\_\_

Brian D. Jellison  
PRESIDENT AND CHIEF EXECUTIVE OFFICER

## TERMS AND CONDITIONS

1. Vesting of Option. The Option shall vest (become exercisable) in accordance with the schedule shown on the cover page of this Certificate. Notwithstanding the foregoing vesting schedule, the Option shall become fully vested and exercisable upon: (i) Optionee's death or Disability during his or her Continuous Status as a Participant, (ii) a Change in Control, unless the Option is assumed by the surviving entity or otherwise equitably converted or substituted in connection with the Change in Control, or (iii) if the Option is assumed by the surviving entity or otherwise equitably converted or substituted in connection with a Change in Control, the termination of Optionee's employment by the Company without Cause (or Optionee's resignation for Good Reason as provided in any employment, severance or similar agreement between Optionee and the Company or an Affiliate) within two years after the effective date of the Change in Control.

2. Term of Option and Limitations on Right to Exercise. The term of the Option will be for a period of ten years, expiring at 5:00 p.m., Eastern Time, on the tenth anniversary of the Grant Date (the "Expiration Date"). To the extent not previously exercised, the Option will lapse prior to the Expiration Date upon the earliest to occur of the following circumstances:

(a) Three months after the date of the termination of Optionee's Continuous Status as a Participant for any reason other than (i) for Cause or (ii) by reason of Optionee's death, Disability or Retirement.

(b) Three months after the date of the termination of Optionee's Continuous Status as a Participant by reason of Retirement; provided, however, that to the extent any portion of the Option ceases to qualify as an incentive stock option under Section 422 of the Code, and is deemed to be a Nonstatutory Stock Option, such Nonstatutory Option will lapse thirty-six (36) months after the date of the termination of Optionee's Continuous Status as a Participant by reason of Retirement.

(c) Twelve months after the date of the termination of Optionee's Continuous Status as a Participant by reason of Disability.

(d) Twelve months after the date of Optionee's death, if Optionee dies while employed, or during the three-month period described in subsection (a) above, during the thirty-six month period described in subsection (b) above or during the twelve-month period described in subsection (c) above and before the Option otherwise lapse. Upon Optionee's death, the Option may be exercised by Optionee's beneficiary designated pursuant to the Plan.

(e) 5:00 p.m., Eastern Time, on the 10th business day after the date of the termination of Optionee's Continuous Status as a Participant for Cause.

If Optionee returns to employment with the Company during the designated post-termination exercise period, then Optionee shall be restored to the status Optionee held prior to such termination but no vesting credit will be earned for any period Optionee was not in Continuous Status as a Participant. If Optionee or his or her beneficiary exercises an Option after termination of service, the Option may be exercised only with respect to the Shares that were otherwise vested on Optionee's termination of service, including Option Shares vested by acceleration under section 1.

3. Exercise of Option. The Option shall be exercised by (a) written notice directed to the Secretary of the Company or his or her designee at the address and in the form specified by the Secretary from time to time and (b) payment to the Company in full for the Shares subject to such exercise (unless the exercise is a broker-assisted cashless exercise, as described below). If the person exercising an Option is not Optionee, such person shall also deliver with the notice of exercise appropriate proof of his or her right to exercise the Option. Payment for such Shares shall be in (a) cash, (b) Shares previously acquired by the purchaser, or (c) any combination thereof, for the number of Shares specified in such written notice. The value of surrendered Shares for this purpose shall be the Fair Market Value as of the last trading day immediately prior to the exercise date. Alternatively, the Company may permit Optionee to exercise the Option through a "net" exercise, whereby the Company shall retain from the Option that number of Option shares having a Fair Market Value on the date of exercise equal to some or all of the exercise price. To the extent permitted under Regulation T of the Federal Reserve Board, and subject to applicable securities laws and any limitations as may be applied from time to time by the Committee (which need not be uniform), the Option may be exercised through a broker in a so-called "cashless exercise" whereby the broker sells the Option Shares on behalf of Optionee and delivers cash sales proceeds to the Company in payment of the exercise price. In such case, the date of exercise shall be deemed to be the date on which notice of exercise is received by the Company and the exercise price shall be delivered to the Company by the settlement date.

4. Notification of Disposition. Optionee agrees to notify the Company in writing within 30 days of any disposition of Shares acquired pursuant to the exercise of the Option, if such disposition occurs within two years of the Grant Date, or one year of the date of exercise, of the Option. The Company has the right to deduct or withhold, or require Optionee to remit to the Company, an amount sufficient to satisfy federal, state, and local taxes required by law to be withheld with respect to any disposition of Shares prior to the expiration of two years of the Grant Date, or one year of the date of exercise, of the Option.

5. Limitation of Rights. The Option does not confer to Optionee or Optionee's beneficiary any rights of a shareholder of the Company unless and until Shares are in fact issued to such person in connection with the exercise of the Option. Nothing in this Certificate shall interfere with or limit in any way the right of the Company or any Affiliate to terminate Optionee's employment at any time, nor confer upon Optionee any right to continue in the employ of the Company or any Affiliate.

6. Restrictions on Transfer and Pledge. No right or interest of Optionee in the Option may be pledged, encumbered, or hypothecated to or in favor of any party other than the Company or an Affiliate, or shall be subject to any lien, obligation, or liability of Optionee to any other party other than the Company or an Affiliate. The Option is not assignable or transferable by Optionee other than by will or the laws of descent and distribution. The Option may be exercised during the lifetime of Optionee only by Optionee.

7. Restrictions on Issuance of Shares. If at any time the Committee shall determine in its discretion, that registration, listing or qualification of the Shares covered by the Option upon any Exchange or under any foreign, federal, or local law or practice, or the consent or approval of any governmental regulatory body, is necessary or desirable as a condition to the exercise of the Option, the Option may not be exercised in whole or in part unless and until such registration, listing, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to the Committee.

8. Interpretation. It is the intent of the parties hereto that the Option qualifies for incentive stock option treatment pursuant to and to the extent permitted by Section 422 of the Code. All provisions hereof are intended and shall be construed to have such meanings as are in applicable provisions of the Code and Treasury Regulations to allow the Option to so qualify. To the extent that any portion of the Option fails to qualify for incentive stock option treatment, the non-qualifying portion shall be a Nonstatutory Stock Option, governed under Section 83 of the Code.

9. Plan Controls. The terms contained in the Plan are incorporated into and made a part of this Certificate and this Certificate shall be governed by and construed in accordance with the Plan. In the event of any actual or alleged conflict between the provisions of the Plan and the provisions of this Certificate, the provisions of the Plan shall be controlling and determinative.

10. Successors. This Certificate shall be binding upon any successor of the Company, in accordance with the terms of this Certificate and the Plan.

11. Notice. Notices and communications under this Certificate must be in writing and either personally delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid. Notices to the Company must be addressed to: Roper Industries, Inc., 2160 Satellite Boulevard, Suite 200, Duluth,

Georgia 30097, Attn: Secretary, or any other address designated by the Company in a written notice to Optionee. Notices to Optionee will be directed to the address of Optionee then currently on file with the Company, or at any other address given by Optionee in a written notice to the Company.

NONSTATUTORY STOCK OPTION CERTIFICATE

Non-transferable  
GRANT TO

\_\_\_\_\_  
("Optionee")

The right to purchase from Roper Industries, Inc. (the "Company")  
\_\_\_\_\_ shares of its common stock, \$0.01 par value, at the price of \$\_\_\_\_\_ per share (the "Option")

pursuant to and subject to the provisions of the Roper Industries, Inc. 2006 Incentive Plan (the "Plan") and to the terms and conditions set forth on the following page (the "Terms and Conditions"). By accepting the Option, Optionee shall be deemed to have agreed to the terms and conditions set forth in this Certificate and the Plan. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Plan.

Unless vesting is accelerated in accordance with the Plan or in the discretion of the Committee, the Option shall vest (become exercisable) in accordance with the following schedule:

Continuous Status as a Participant after Grant Date	Percent of Option Shares Vested
_____	_____

IN WITNESS WHEREOF, Roper Industries, Inc., acting by and through its duly authorized officers, has caused this Certificate to be duly executed.

ROPER INDUSTRIES, INC.

By: \_\_\_\_\_  
Brian D. Jellison  
President and Chief Executive Officer

Grant Date: \_\_\_\_\_

## TERMS AND CONDITIONS

1. Vesting of Option. The Option shall vest (become exercisable) in accordance with the schedule shown on the cover page of this Certificate. Notwithstanding the foregoing vesting schedule, the Option shall become fully vested and exercisable upon: (i) Optionee's death or Disability during his or her Continuous Status as a Participant, (ii) a Change in Control, unless the Option is assumed by the surviving entity or otherwise equitably converted or substituted in connection with the Change in Control, or (iii) if the Option is assumed by the surviving entity or otherwise equitably converted or substituted in connection with a Change in Control, the termination of Optionee's employment by the Company without Cause (or Optionee's resignation for Good Reason as provided in any employment, severance or similar agreement between Optionee and the Company or an Affiliate) within two years after the effective date of the Change in Control.

2. Term of Option and Limitations on Right to Exercise. The term of the Option will be for a period of ten years, expiring at 5:00 p.m., Eastern Time, on the tenth anniversary of the Grant Date (the "Expiration Date"). To the extent not previously exercised, the Option will lapse prior to the Expiration Date upon the earliest to occur of the following circumstances:

(a) Three months after the date of the termination of Optionee's Continuous Status as a Participant for any reason other than (i) for Cause or (ii) by reason of Optionee's death, Disability or Retirement.

(b) Thirty-six (36) months after the date of the termination of Optionee's Continuous Status as a Participant by reason of Retirement.

(c) Twelve months after the date of the termination of Optionee's Continuous Status as a Participant by reason of Disability.

(d) Twelve months after the date of Optionee's death, if Optionee dies while employed, or during the three-month period described in subsection (a) above, during the thirty-six month period described in subsection (b) above or during the twelve-month period described in subsection (c) above and before the Option otherwise lapse. Upon Optionee's death, the Option may be exercised by Optionee's beneficiary designated pursuant to the Plan.

(e) 5:00 p.m., Eastern Time, on the 10<sup>th</sup> business day after the date of the termination of Optionee's Continuous Status as a Participant for Cause.

If Optionee returns to employment with the Company during the designated post-termination exercise period, then Optionee shall be restored to the status Optionee held prior to such termination but no vesting credit will be earned for any period Optionee was not in Continuous Status as a Participant. If Optionee or his or her beneficiary exercises an Option after termination of service, the Option may be exercised only with respect to the Shares that were otherwise vested on Optionee's termination of service, including Option Shares vested by acceleration under section 1.

3. Exercise of Option. The Option shall be exercised by (a) written notice directed to the Secretary of the Company or his or her designee at the address and in the form specified by the Secretary from time to time and (b) payment to the Company in full for the Shares subject to such exercise (unless the exercise is a broker-assisted cashless exercise, as described below). If the person exercising an Option is not Optionee, such person shall also deliver with the notice of exercise appropriate proof of his or her right to exercise the Option. Payment for such Shares shall be in (a) cash, (b) Shares previously acquired by the purchaser, or (c) any combination thereof, for the number of Shares specified in such written notice. The value of surrendered Shares for this purpose shall be the Fair Market Value as of the last trading day immediately prior to the exercise date. Alternatively, the Company may permit Optionee to exercise the Option through a "net" exercise, whereby the Company shall retain from the Option that number of Option shares having a Fair Market Value on the date of exercise equal to some or all of the exercise price. To the extent permitted under Regulation T of the Federal Reserve Board, and subject to applicable securities laws and any limitations as may be applied from time to time by the Committee (which need not be uniform), the Option may be exercised through a broker in a so-called "cashless exercise" whereby the broker sells the Option Shares on behalf of Optionee and delivers cash sales proceeds to the Company in payment of the exercise price. In such case, the date of exercise shall be deemed to be the date on which notice of exercise is received by the Company and the exercise price shall be delivered to the Company by the settlement date.

4. Withholding. The Company or any employer Affiliate has the authority and the right to deduct or withhold, or require Optionee to remit to the employer, an amount sufficient to satisfy federal, state, and local taxes (including Optionee's FICA obligation) required by law to be withheld with respect to any taxable event arising as a result of the exercise of the Option. The withholding requirement may be satisfied, in whole or in part, at the election of the Secretary, by withholding from the Option Shares having a Fair Market Value on the date of withholding equal to the minimum amount (and not any greater amount) required to be withheld for tax purposes, all in accordance with such procedures as the Secretary establishes.

5. Limitation of Rights. The Option does not confer to Optionee or Optionee's beneficiary any rights of a shareholder of the Company unless and until Shares are in fact issued to such person in connection with the exercise of the Option. Nothing in this Certificate shall interfere with or limit in any way the right of the Company or any Affiliate to terminate Optionee's service at any time, nor confer upon Optionee any right to continue in the service of the Company or any Affiliate.

6. Restrictions on Transfer and Pledge. No right or interest of Optionee in the Option may be pledged, encumbered, or hypothecated to or in favor of any party other than the Company or an Affiliate, or shall be subject to any lien, obligation, or liability of Optionee to any other party other than the Company or an Affiliate. The Option is not assignable or transferable by Optionee other than by will or the laws of descent and distribution, but the Committee may (but need not) permit other transfers. The Option may be exercised during the lifetime of Optionee only by Optionee or any permitted transferee.



7. Restrictions on Issuance of Shares. If at any time the Committee shall determine in its discretion, that registration, listing or qualification of the Shares covered by the Option upon any Exchange or under any foreign, federal, or local law or practice, or the consent or approval of any governmental regulatory body, is necessary or desirable as a condition to the exercise of the Option, the Option may not be exercised in whole or in part unless and until such registration, listing, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to the Committee.

8. Plan Controls. The terms contained in the Plan are incorporated into and made a part of this Certificate and this Certificate shall be governed by and construed in accordance with the Plan. In the event of any actual or alleged conflict between the provisions of the Plan and the provisions of this Certificate, the provisions of the Plan shall be controlling and determinative.

9. Successors. This Certificate shall be binding upon any successor of the Company, in accordance with the terms of this Certificate and the Plan.

10. Notice. Notices and communications under this Certificate must be in writing and either personally delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid. Notices to the Company must be addressed to Roper Industries, Inc., 2160 Satellite Boulevard, Suite 200, Duluth, Georgia 30097, Attn: Secretary, or any other address designated by the Company in a written notice to Optionee. Notices to Optionee will be directed to the address of Optionee then currently on file with the Company, or at any other address given by Optionee in a written notice to the Company.