
**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 28, 2004

ROPER INDUSTRIES, INC.

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other
Jurisdiction of
Incorporation)

1-12273
(Commission
File Number)

51-0263969
(IRS Employer
Identification No.)

2160 Satellite Boulevard, Suite 200, Duluth, Georgia 30097

(Addresses of Principal Executive Offices, including Zip Code)

(770) 495-5100

(Registrant's Telephone Number, including Area Code)

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01. Entry into a Material Definitive Agreement.

The Compensation Committee of the Board of Directors of Roper Industries, Inc. (the "Company") approved grants of restricted stock, effective as of December 28, 2004, to certain of the Company's executive officers. Nigel W. Crocker, Timothy J. Winfrey and Benjamin W. Wood each received an award of 5,000 shares of restricted stock, and C. Thomas O'Grady received an award of 3,000 shares of restricted stock. Each award is evidenced by a Restricted Stock Award Agreement that provides that the restricted shares will vest as to one-third of the shares on each of February 28, 2005, February 28, 2006, and February 28, 2007, or earlier upon the grantee's death or disability.

Brian D. Jellison, Chairman of the Board, President and Chief Executive Officer of the Company, received an award of 55,000 restricted stock units on December 28, 2004, which will vest as to one-third of the units on each of December 28, 2005, February 28, 2006, and February 28, 2007. The units will vest in full upon Mr. Jellison's death or disability, or upon termination of his employment by the Company without cause (as defined) or upon his resignation for good reason (as defined) within one year following a change in control (as defined) of the Company. Vested units will convert to shares of common stock on the later of (i) the vesting date, or (ii) if required by Section 409A of the Internal Revenue Code, six months after his separation from service.

The form of Executive Officer Restricted Stock Award Agreement and Mr. Jellison's Restricted Stock Unit Award Agreement are filed as exhibits to this Form 8-K and incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(c) *Exhibits.*

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|------|--|
| 99.1 | Form of Executive Officer Restricted Stock Award Agreement |
| 99.2 | Brian D. Jellison Restricted Stock Unit Award Agreement |
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SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

ROPER INDUSTRIES, INC.

/s/ Brian D. Jellison

Name: Brian D. Jellison

Title: Chairman of the Board, President and Chief Executive Officer

Date: December 30, 2004

RESTRICTED STOCK AWARD AGREEMENT

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. Amended and Restated 2000 Stock Incentive 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 Agreement and 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 Employment after February 28, 2004	Percent of Shares Vested
Less than 1 Year	0%
1 Year	33%
2 Years	66%
3 Years	100%

IN WITNESS WHEREOF, Roper Industries, Inc., acting by and through its duly authorized officers, has caused this Agreement to be executed as of the Grant Date.

ROPER INDUSTRIES, INC.

By: _____
 Brian D. Jellison
 Chairman of the Board, President and Chief Executive Officer

Accepted by: _____
 _____, Grantee

Grant Date: _____

TERMS AND CONDITIONS

1. Grant of Shares. The Company hereby grants to the Grantee named on page 1 hereof (“Grantee”), subject to the restrictions and the other terms and conditions set forth in the Plan and in this award agreement (this “Agreement”), the number of shares indicated on page 1 hereof of the Company’s \$0.01 par value common stock (the “Shares”). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Plan.

2. 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) of Section 3 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.

3. 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 page 1 hereof, on the respective dates specified on page 1 hereof; provided Grantee is then still employed by the Company or a Subsidiary; or

(b) as to all of the Shares, the termination of Grantee’s employment from the Company or a Subsidiary due to death or Disability.

4. 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, 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 Agreement between the registered owner and Roper Industries, Inc. Release from such terms and conditions shall be made only in accordance with the provisions of such Agreement, copies of which are on file in the offices of Roper Industries, Inc.” Stock certificates for the Shares, without the 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 of any stock exchange, and requirements under any other law or regulation applicable to the issuance or transfer of the Shares.

5. 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. If Grantee forfeits any rights he may have under this Agreement, 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.

6. Changes in Capital Structure. The provisions of the Plan shall apply in the case of a change in the capital structure of the Company. Without limiting the foregoing, in the event of a subdivision of the outstanding Stock (stock-split), a declaration of a dividend payable in Stock, or a combination or consolidation of the outstanding Stock into a lesser number of shares, the Shares then subject to this Agreement shall automatically be adjusted proportionately.

7. No Right of Continued Employment. Nothing in this Agreement shall interfere with or limit in any way the right of the Company or any Subsidiary to terminate Grantee’s employment at any time, nor confer upon Grantee any right to continue employment.

8. 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. The obligations of the Company under this Agreement will be conditional on such payment or arrangements, and the Company or 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.

9. Amendment. The Committee may amend, modify or terminate this Agreement without approval of Grantee; provided, however, that such amendment, modification or termination shall not, without Grantee’s consent, reduce or diminish the value of this award determined as if it had been fully vested on the date of such amendment or termination.

10. Plan Controls. The terms contained in the Plan are incorporated into and made a part of this Agreement and this Agreement 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 Agreement, the provisions of the Plan shall be controlling and determinative.

11. Notice. Notices under this Agreement must be in writing and either personally delivered or sent by registered or certified US 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 UNIT AWARD AGREEMENT*Non-transferable***GRANT TO****BRIAN D. JELLISON**
("Grantee")by Roper Industries, Inc. (the "Company") of **55,000**

restricted stock units convertible into shares of its common stock, par value \$0.01 per share (the "Units")

pursuant to and subject to the provisions of the Roper Industries, Inc. Amended and Restated 2000 Stock Incentive Plan (the "Plan") and to the terms and conditions set forth on the following page. By accepting the Units, Grantee shall be deemed to have agreed to the terms and conditions set forth in this Award Agreement (this "Agreement") and the Plan.

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

Continuous Employment until:	Percent of Units Vested
December 28, 2005	33%
February 28, 2006	66%
February 28, 2007	100%

IN WITNESS WHEREOF, Roper Industries, Inc., acting by and through its duly authorized officers, has caused this Agreement to be executed as of the Grant Date.

ROPER INDUSTRIES, INC.

By: _____
Chairman of the Compensation CommitteeAccepted by: _____
Brian D. Jellison, Grantee

Grant Date: December 28, 2004

Term and Conditions

1. **Grant of Units.** The Company hereby grants to the Grantee named on page 1 hereof, subject to the restrictions and the other terms and conditions set forth in the Plan and in this Agreement, the number of restricted stock units indicated on page 1 hereof (the "Units") which represent the right to receive an equal number of shares of the Company's Stock on the terms set forth in this Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Plan.

2. **Vesting of Units.** The Units have been credited to a bookkeeping account on behalf of Grantee. The Units will vest and become non-forfeitable on the earliest to occur of the following (the "Vesting Date"):

- (a) as to the percentages of the Units specified on page 1 hereof, on the respective dates specified on page 1 hereof; provided Grantee is then still employed by the Company or a Subsidiary,
- (b) as to all of the Units, on the termination of Grantee's employment from the Company or a Subsidiary due to death or Disability, or
- (c) as to all of the Units, the termination of Grantee's employment by the Company without Cause or by Grantee's resignation for Good Reason within one year following a Change in Control (as such terms "Cause", "Good Reason" and "Change in Control" are defined in Grantee's Employment Agreement with the Company dated as of November 6, 2001).

If Grantee's employment terminates prior to the Vesting Date for any reason other than as described in (b) or (c) above, Grantee shall forfeit all right, title and interest in and to the then unvested Units as of the date of such termination and the unvested Units will be reconveyed to the Company without further consideration or any act or action by Grantee.

3. **Conversion to Stock.** Unless the Units are forfeited prior to the Vesting Date as provided in Paragraph 2, or deferred under Paragraph 4, the Units will be converted to actual shares of Stock on the later of (i) the Vesting Date, or (ii) if required by Code Section 409A and Treasury regulations and guidance with respect to such law, the six-month anniversary of Grantee's separation from service (the "Conversion Date"). Stock certificates evidencing the conversion of Units into shares of Stock will be registered on the books of the Company in Grantee's name as of the Conversion Date and delivered to Grantee as soon as practical thereafter.

4. **Deferral Election.** Grantee may elect with respect to any or all of the Units to defer delivery of the shares of Stock that would otherwise be due on the original Conversion Date until a designated later time. Any such deferral election and the terms of such deferral must be in compliance with Code Section 409A and Treasury regulations and guidance with respect to such law and any rules and procedures for such payment deferrals as may be established by the Committee.

5. **Dividend Equivalents.** Grantee shall be entitled to receive cash payments with respect to each Unit equal to any cash dividends and other distributions paid with respect to a share of Stock, provided that if any such dividends or distributions are paid in shares of Stock, the Fair Market Value of such shares of Stock shall be converted into additional restricted stock units, which shall be subject to the same forfeiture restrictions, restrictions on transferability, and conversion terms as apply to the Units with respect to which they were paid.

6. **Rights as Stockholder.** Grantee shall not have voting or any other rights as a stockholder of the Company with respect to the Units. Upon conversion of the Units into shares of Stock, Grantee will obtain full voting and other rights as a stockholder of the Company.

7. **Changes in Capital Structure.** In the event a stock dividend is declared upon the Stock, the Units then subject to this Agreement shall be increased proportionately. In the event the Stock shall be changed into or exchanged for a different number or class of shares of stock or securities of the Company or of another company, whether through reorganization, recapitalization, statutory share exchange, reclassification, stock split-up, combination of shares, merger or consolidation, there shall be substituted for each share of Stock then underlying a Unit the number and class of shares into which each outstanding share of Stock shall be so exchanged.

8. **Restrictions on Transfer.** The Units may not be sold, transferred, exchanged, assigned, pledged, hypothecated or otherwise encumbered to or in favor of any party other than the Company, or be subjected to any lien, obligation or liability of Grantee to any other party other than the Company.

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

10. **Payment of Taxes.** The Company or any affiliated employer has the authority and the right to deduct or withhold, or require Grantee to remit to the employer, an amount sufficient to satisfy federal, state, and local taxes (including Grantee's FICA obligation) required by law to be withheld with respect to any taxable event arising as a result of the Units. The withholding requirement may be satisfied, in whole or in part, at the election of the Secretary of the Company, by withholding from the Units shares of Stock 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. The obligations of the Company under this Agreement will be conditional on such payment or arrangements.

11. **Amendment.** The Committee may amend, modify or terminate this Agreement without approval of Grantee; provided, however, that such amendment, modification or termination shall not, without Grantee's consent, reduce or diminish the value of this award determined as if it had been fully vested on the date of such amendment or termination.

12. **Plan Controls.** The terms contained in the Plan are incorporated into and made a part of this Agreement and this Agreement 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 Agreement, the provisions of the Plan shall be controlling and determinative.

13. **Spendthrift Clause.** The Units are intended to be an unfunded plan of deferred compensation. Grantee will have the status of a general unsecured creditor of the Company with respect to his right to receive Stock upon settlement of the Units. None of the benefits, payments, proceeds or distributions under this Agreement shall be subject to the claim of any creditor of Grantee, or to any legal process by any such creditor, and none of them shall have any right to alienate, commute, anticipate or assign any of the benefits, payments, proceeds or distributions under this Agreement except to the extent expressly provided herein to the contrary.

14. Notice. Notices under this Agreement 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.