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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): February 15, 2005

THE MIDDLEBY CORPORATION  
(Exact Name of Registrant as Specified in its Charter)

Delaware (State or Other Jurisdiction of Incorporation)	1-9973 (Commission File Number)	36-3352497 (IRS Employer Identification No.)
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1400 Toastmaster Drive, Elgin, Illinois (Address of Principal Executive Offices)	60120 (Zip Code)
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(847) 741-3300  
(Registrant's telephone number, including area code)

N/A  
(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))

ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT.

Pursuant to the terms of the Stock Repurchase Agreement, dated December 23, 2004, by and among the Company, William F. Whitman, Jr., the former Chairman of the Company's board of directors ("Mr. Whitman"), members of his family and trusts controlled by his family, the Company and Mr. Whitman entered into a letter agreement, dated February 15, 2005 (the "Letter Agreement"), whereby the Company agreed to pay to Mr. Whitman a lump sum in the amount of \$7,500,000 in full and final satisfaction of the Company's obligations to fund Mr. Whitman's monthly pension benefits.

A copy of the Letter Agreement is attached hereto as Exhibit 10.1. The description of the Letter Agreement in this Current Report on Form 8-K is qualified in its entirety by reference to the complete copy of the agreement attached hereto as an exhibit.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.

(c) Exhibits.

EXHIBIT NO.	DESCRIPTION
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Exhibit 10.1	Letter Agreement, dated February 15, 2005, by and between The Middleby Corporation and William F. Whitman, Jr.
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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.

THE MIDDLEBY CORPORATION

Dated: February 18, 2005

By: /s/ Timothy J. FitzGerald  
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Timothy J. FitzGerald  
Vice President and Chief  
Financial Officer

Exhibit No.	Description
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Exhibit 10.1	Letter Agreement, dated February 15, 2005, by and between The Middleby Corporation and William F. Whitman, Jr.

THE MIDDLEBY CORPORATION  
1400 Toastmaster Drive  
Elgin, Illinois 60120

February 15, 2005

William F. Whitman, Jr.  
8050 Southeast S.E. Little Harbour Drive, H-7  
Hobe Sound, Florida 33455

Mr. Whitman:

Reference is made to that certain Stock Repurchase Agreement, dated as of December 23, 2004 (the "Agreement"), by and among The Middleby Corporation (the "Company"), you and the other parties signatory thereto.

You hereby agree that, pursuant to Section 6.3(a) of the Agreement, the payment by the Company to you in the amount of \$7,500,000 by wire transfer of immediately available funds shall constitute the full and final satisfaction of the Company's obligations to fund the monthly pension benefits described in Section 7(a) of the Amended and Restated Employment Agreement of William F. Whitman, Jr., dated January 1, 1995, as amended (the "Monthly Pension Benefits"). Upon receipt of the foregoing amount, you also hereby agree to release absolutely and forever discharge the Company and each of its affiliated companies from and against all obligations to provide the Monthly Pension Benefits.

Except as expressly set forth herein, this letter shall not, by implication or otherwise, alter, modify, amend or in any way affect any of the terms, conditions, obligations or agreements contained in the Agreement, and the Agreement is hereby ratified and confirmed and shall remain in full force and effect in accordance with its terms.

This letter agreement and any dispute arising in connection therewith will be governed by and construed under the law of the State of Delaware without regard to conflicts-of-laws principles that would require the application of any other law. This letter agreement may be executed in any number of counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument, and/or by facsimile.

Please indicate your agreement to the foregoing by signing in the space provided below and returning an executed copy of this letter to the undersigned. Promptly upon execution of this letter agreement by the parties, the Company agrees to make the payment to you described in the second paragraph hereof in accordance with the terms of such paragraph.

Very truly yours,

THE MIDDLEBY CORPORATION

By: /s/ Timothy J. FitzGerald

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Name: Chief Financial Officer

Title: February 15, 2005

Agreed to and accepted as of  
the date first written above:

/s/ William F. Whitman, Jr.

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WILLIAM F. WHITMAN, JR., individually  
February 15, 2005