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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 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): **November 21, 2008**

**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.)

**1400 Toastmaster Drive, Elgin, Illinois**  
(Address of Principal Executive Offices)

**60120**  
(Zip Code)

**(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))
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**Item 1.01. Entry into a Material Definitive Agreement.**

On November 21, 2008, TurboChef Technologies, Inc., a Delaware corporation ("TurboChef"), The Middleby Corporation, a Delaware corporation ("Middleby") and its wholly owned subsidiary, Chef Acquisition Corp., a Delaware corporation ("Merger Sub") and, together with Middleby, "Purchasers") amended the Agreement and Plan of Merger (the "Merger Agreement") dated August 12, 2008 to extend the End Date (as defined in the Merger Agreement) to January 7, 2009.

On November 10, 2008, TurboChef announced its third quarter financial results. Subsequent to this announcement, on November 13, 2008, Middleby contacted TurboChef to inform TurboChef that Middleby's Board of Directors had requested Middleby's management to conduct a comprehensive business review of TurboChef's financial condition and results of operations with TurboChef. During the course of the next week, Middleby and TurboChef management and advisors exchanged information and had a series of discussions in connection with such review, including a meeting at the offices of Paul Hastings in Atlanta on November 18, 2008. As a consequence of the additional time required to complete the business review and the ongoing Securities and Exchange Commission review of the Registration Statement, Middleby and TurboChef mutually agreed to extend the End Date to January 7, 2009 (the "Amendment").

The foregoing description of the Amendment, which is attached hereto as Exhibit 2.1, is qualified in its entirety by reference to the text thereof and is incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

**(d) Exhibits.**

<u>Exhibit No.</u>	<u>Description</u>
Exhibit 2.1	Amendment to Agreement and Plan of Merger dated November 21, 2008.

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SIGNATURES

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

THE MIDDLEBY CORPORATION

Dated: November 21, 2008

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

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**Exhibit Index**

<b><u>Exhibit No.</u></b>	<b><u>Description</u></b>
Exhibit 2.1	Amendment to Agreement and Plan of Merger dated November 21, 2008.

AMENDMENT TO AGREEMENT AND PLAN OF MERGER

THIS AMENDMENT TO AGREEMENT AND PLAN OF MERGER (this "Amendment") is dated as of November 21, 2008, and is by and among The Middleby Corporation, a Delaware corporation ("Parent"), Chef Acquisition Corp., a Delaware corporation and a wholly-owned subsidiary of Parent ("Merger Sub"), and TurboChef Technologies, Inc., a Delaware corporation (the "Company").

**WITNESSETH:**

WHEREAS, pursuant to that certain Agreement and Plan of Merger by and among Parent, Merger Sub and the Company dated as of August 12, 2008 (the "Merger Agreement"), Parent has agreed to acquire the Company by means of the merger of the Company with and into Merger Sub upon the terms and subject to the conditions set forth therein; and

WHEREAS, the parties hereto desire to amend the Merger Agreement as more particularly set forth below;

NOW, THEREFORE, in consideration of the above premises, the mutual covenants and agreements stated herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows, to be effective as of the date hereof:

1. Section 8.1(b)(i) of the Merger Agreement shall be deleted in its entirety and replaced by the following which shall be inserted in lieu thereof:

“(i) the Merger has not been consummated on or before January 7, 2009 (the "End Date"); provided, however, that the right to terminate this Agreement pursuant to this Section 8.1(b)(i) shall not be available to any party whose breach of any provision of this Agreement results in the failure of the Merger to be consummated by such time; and provided, further, that in the event that as of the End Date all conditions to Closing set forth in Article VII have been satisfied or waived (other than such conditions that are satisfied at or immediately prior to the Closing) other than the condition set forth in Section 7.1(b) (Regulatory Approval), the termination date may be extended from time to time by either Company or Parent by up to an aggregate of ninety (90) days (such date, including any such permitted extensions thereof, the "Outside Date");”

2. Full Force and Effect. Except as modified herein, the terms of the Merger Agreement shall continue in full force and effect.

3. Counterparts. This Amendment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and shall be binding upon all parties, their successors and assigns, and all of which taken together shall constitute one and the same Amendment. A signature delivered by facsimile shall constitute an original.

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4. Governing Law. This Amendment shall be governed in accordance with the laws of the State of Delaware, without reference to the conflict or choice of laws principles thereof.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Amendment on their behalf as of the date first above written.

**THE MIDDLEBY CORPORATION**

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

**CHEF ACQUISITION CORP.**

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

**TURBOCHEF TECHNOLOGIES, INC.**

By: /s/ Miguel Fernandez de Castro  
Name: Miguel Fernandez de Castro  
Title: Chief Financial Officer