

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K/A

Current Report

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

Date of Report (Date of earliest event reported): **March 24, 2005**

SPX CORPORATION

(Exact name of registrant as specified in its charter)

DELAWARE

(State or other jurisdiction of
incorporation or organization)

1-6948

(Commission File Number)

38-1016240

(I.R.S. Employer
Identification No.)

**13515 Ballantyne Corporate Place
Charlotte, North Carolina 28277**

(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code **(704) 752-4400**

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 (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))

This Form 8-K/A amends the Current Report of the Registrant on Form 8-K filed on March 24, 2005, to add references to Items 1.01 and 3.03, in addition to the references in the Form 8-K and to file the supplemental indentures described below as exhibits. The substantive information contained herein has been previously disclosed in the Current Reports on Form 8-K filed on March 18, 2005 and March 24, 2005 and in the subsequent Quarterly Reports on Form 10-Q of the Registrant. This Form 8-K/A does not reflect events occurring after the filing of the original Form 8-K.

Item 1.01. Entry Into Material Agreements.

The information required by this item is included in Item 7.01 and incorporated herein by reference.

Item 3.03. Material Modifications to Rights of Security Holders.

The information required by this item is included in Item 7.01 and incorporated herein by reference.

Item 7.01. Regulation FD Disclosure.

On March 24, 2005, SPX Corporation ("SPX") issued a press release announcing the expiration of its cash tender offer for its Notes (as defined below) and receipt of consents to amend its Notes as described below. The press release is attached as Exhibit 99.1 hereto and incorporated herein by reference.

On March 24, 2005, amendments became effective to the indenture between SPX and JPMorgan Chase Bank, N.A. (f/k/a JPMorgan Chase Bank), as trustee, dated as of December 27, 2002 (the "Indenture"), as amended and supplemented as of that date, governing the 7 ½% Senior Notes Due 2013 and the 6 ¼% Senior Notes Due 2011 of SPX (together, the "Notes"). SPX conducted a solicitation of consents from the holders of the Notes to amend the Indenture in connection with its tender offer for the Notes.

At the close of business on March 24, 2005, which was the deadline for the receipt of the consents, SPX had received the requisite consents from holders of each series of Notes to amend the Indenture with respect to each series of Notes. On that date the supplemental indentures effecting the amendments to the Indenture with respect to each series of Notes were executed and became operative.

The amendments, among other things, with respect to the relevant series of Notes:

- eliminated certain events of default with respect to such Notes, consisting of defaults which would result from (i) a payment default or cross-acceleration of certain other indebtedness of \$50 million or more or (ii) the failure to pay certain final judgments in excess of \$50 million; and

- eliminated substantially all restrictive covenants with respect to each series of Notes.

The foregoing summary is qualified in its entirety by reference to the supplemental indentures, which are attached as Exhibits 4.1 and 4.2 hereto and are incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(c) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
4.1	Third Supplemental Indenture, dated as of March 24, 2005, between SPX Corporation and JPMorgan Chase Bank, N.A. (f/k/a JPMorgan Chase Bank), as trustee.
4.2	Fourth Supplemental Indenture, dated as of March 24, 2005, between SPX Corporation and JPMorgan Chase Bank, N.A. (f/k/a JPMorgan Chase Bank), as trustee.
99.1	Press Release Issued March 24, 2005. (incorporated herein by reference to Exhibit 99.1 to the Company's Form 8-K filed March 24, 2005).

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.

SPX CORPORATION

Date: November 7, 2005

By: /s/ Ross. B. Bricker
Ross B. Bricker
Senior Vice President, Secretary and General Counsel

Exhibit Index

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4.2	Fourth Supplemental Indenture, dated as of March 24, 2005, between SPX Corporation and JPMorgan Chase Bank, N.A. (f/k/a JPMorgan Chase Bank), as trustee.
99.1	Press Release Issued March 24, 2005. (incorporated herein by reference to Exhibit 99.1 to the Company's Form 8-K filed March 24, 2005).

SPX CORPORATION,
as Issuer

AND

JPMORGAN CHASE BANK, N.A.
as Trustee

THIRD SUPPLEMENTAL INDENTURE

Dated as of March 24, 2005

to

Indenture

Dated as of December 27, 2002

7 1/2 % Senior Notes due 2013

THIS SUPPLEMENTAL INDENTURE, dated as of March 24, 2005 (the "*Supplemental Indenture*"), is between SPX Corporation, a Delaware corporation (the "*Company*") and JPMorgan Chase Bank, N.A. (formerly known as JPMorgan Chase Bank), as trustee (the "*Trustee*").

WHEREAS, SPX and the Trustee have heretofore executed and delivered that certain Indenture dated as of December 27, 2002 ((the "*Original Indenture*"), as amended and supplemented, including by the First Supplemental Indenture dated as of December 27, 2002 (the "*First Supplemental Indenture*"), and together with the Original Indenture, as may be further amended, supplemented or otherwise modified from time to time, the "*Indenture*"), providing for the issuance of 7 1/2 % Senior Notes due 2013 (the "*Notes*");

WHEREAS, the Company issued originally \$500,000,000 aggregate principal amount of the Notes;

WHEREAS, Section 7.02 of the First Supplemental Indenture provides that the Indenture may be amended with the consent of the Holders of a majority in principal amount of the Securities then outstanding (including without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, Securities) (subject to certain exceptions);

WHEREAS, the Company desires and has requested the Trustee to join with it in entering into this Supplemental Indenture for the purpose of amending the Indenture in certain respects as permitted by Section 7.02 of the First Supplemental Indenture;

WHEREAS, the execution and delivery of this Supplemental Indenture has been authorized by Board Resolutions of the Company;

WHEREAS, (1) the Company has received the consent of the Holders of a majority in principal amount of the outstanding Notes and has satisfied all other conditions precedent, if any, provided under the Indenture to enable the Company and the Trustee to enter into this Supplemental Indenture, all as certified by an Officers' Certificate, delivered to the Trustee simultaneously with the execution and delivery of this Supplemental Indenture as contemplated by Section 102 of the Original Indenture, and (2) the Company has delivered to the Trustee simultaneously with the execution and delivery of this Supplemental Indenture an Opinion of Counsel relating to this Supplemental Indenture as contemplated by Sections 102 and 903 of the Original Indenture.

NOW, THEREFORE, in consideration of the above premises, each party hereby agrees, for the benefit of the others and for the equal and ratable benefit of the Holders of the Notes, as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Deletion of Definitions and Related References. Sections 1.02 and 101 of Article I of the Indenture are hereby amended to delete in their entirety all terms and their

respective definitions for which all references are eliminated in the Indenture as a result of the amendments set forth in Article II of this Supplemental Indenture.

ARTICLE II

AMENDMENTS TO INDENTURE

Section 2.1 Amendments to the Indenture. The Indenture is hereby amended by deleting the following sections of the First Supplemental Indenture and all references thereto in the Indenture in their entirety:

Section 3.02 (SEC Reports);
Section 3.03 (Limitation on Indebtedness);
Section 3.04 (Limitation on Guarantees of Indebtedness by Restricted Subsidiaries);
Section 3.05 (Limitation on Restricted Payments);
Section 3.06 (Limitation on Liens);
Section 3.07 (Limitation on Sale/Leaseback Transactions);
Section 3.08 (Limitation on Restrictions on Distributions from Restricted Subsidiaries);
Section 3.09 (Limitation on Sale of Assets and Subsidiary Stock);
Section 3.10 (Limitation on Affiliate Transactions);
Section 3.12 (Further Instruments and Acts);
Section 4.01 (2) and (3) (Merger and Consolidation); and
Section 5.01(6) and (8) (Events of Default).

ARTICLE III

MISCELLANEOUS PROVISIONS

Section 3.1 Defined Terms. For all purposes of this Supplemental Indenture, except as otherwise defined or unless the context otherwise requires, terms used in capitalized form in this Supplemental Indenture and defined in the Indenture have the meanings specified in the Indenture.

Section 3.2 Indenture. Except as amended hereby, the Indenture is in all respects ratified and confirmed and all the terms thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered under the Indenture shall be bound by the Indenture as amended hereby. In the case of conflict between the Indenture and this Supplemental Indenture, the provisions of this Supplemental Indenture shall control.

Section 3.3 Governing Law. This Supplemental Indenture will be governed by, and construed in accordance with, the laws of the state of New York.

Section 3.4 Successors. All agreements of the Company and the Trustee in this Supplemental Indenture and the Notes shall bind their respective successors.

Section 3.5 Duplicate Originals. All parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together shall represent the same agreement.

Section 3.6 Severability. In case any one or more of the provisions in this Supplemental Indenture or in the Notes shall be held invalid, illegal or unenforceable, in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions shall not in any way be affected or impaired thereby, it being intended that all of the provisions hereof shall be enforceable to the full extent permitted by law.

Section 3.7 Trustee Disclaimer. The Trustee accepts the amendment of the Indenture effected by this Supplemental Indenture and agrees to execute the trust created by the Indenture as hereby amended, but on the terms and conditions set forth in the Indenture, including the terms and provisions defining and limiting the liabilities and responsibilities of the Trustee, which terms and provisions shall in like manner define and limit its liabilities and responsibilities in the performance of the trust created by the Indenture as hereby amended, and without limiting the generality of the foregoing, the Trustee shall not be responsible in any manner whatsoever for or with respect to any of the recitals or statements contained herein, all of which recitals or statements are made solely by the Company, and the Trustee makes no representation with respect to any such matters. Additionally, the Trustee makes no representations as to the validity or sufficiency of this Supplemental Indenture.

Section 3.8 Effectiveness. The provisions of this Supplemental Indenture shall be effective only upon execution and delivery of this instrument by the parties hereto.

Section 3.9 Endorsement and Change of Form of Notes. Any Notes authenticated and delivered after the close of business on the date that this Supplemental Indenture becomes effective may be stamped, imprinted or otherwise legended by the Trustee, with a notation as follows:

“Effective as of March 24, 2005, substantially all of the restrictive covenants of the Company and certain of the Events of Default have been eliminated, as provided in the Supplemental Indenture, dated as of March 24, 2005. Reference is hereby made to said Supplemental Indenture, copies of which are on file with the Trustee, for a description of the amendments made therein.”

Section 3.10 Effect of Headings. The headings of the Articles and Sections of this Supplemental Indenture have been inserted for convenience of reference only, are not intended to be considered a part hereof and shall not modify or restrict any of the terms or provision hereof.

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IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the day and year written above.

SPX CORPORATION, as the Issuer

By: /s/ Patrick J. O'Leary

Name: Patrick J. O'Leary
Title: Executive Vice President, Treasurer
and Chief Financial Officer

JPMORGAN CHASE BANK, N.A., as Trustee

By: /s/ Paul J. Schmalzel

Name: Paul J. Schmalzel
Title: Vice President

SPX CORPORATION,
as Issuer

AND

JPMORGAN CHASE BANK, N.A.
as Trustee

FOURTH SUPPLEMENTAL INDENTURE

Dated as of March 24, 2005

to

Indenture

Dated as of December 27, 2002

6 1/4 % Senior Notes due 2011

THIS SUPPLEMENTAL INDENTURE, dated as of March 24, 2005 (the "*Supplemental Indenture*"), is between SPX Corporation, a Delaware corporation (the "*Company*") and JPMorgan Chase Bank, N.A. (formerly known as JPMorgan Chase Bank), as trustee (the "*Trustee*").

WHEREAS, SPX and the Trustee have heretofore executed and delivered that certain Indenture dated as of December 27, 2002 (the "*Original Indenture*"), as amended and supplemented, including by the Second Supplemental Indenture dated as of June 16, 2003 (the "*Second Supplemental Indenture*"), and together with the Original Indenture, as may be further amended, supplemented or otherwise modified from time to time, the "*Indenture*"), providing for the issuance of 6 1/4 % Senior Notes due 2011 (the "*Notes*");

WHEREAS, the Company issued originally \$300,000,000 aggregate principal amount of the Notes;

WHEREAS, Section 7.02 of the Second Supplemental Indenture provides that the Indenture may be amended with the consent of the Holders of a majority in principal amount of the Securities then outstanding (including without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, Securities) (subject to certain exceptions);

WHEREAS, the Company desires and has requested the Trustee to join with it in entering into this Supplemental Indenture for the purpose of amending the Indenture in certain respects as permitted by Section 7.02 of the Second Supplemental Indenture;

WHEREAS, the execution and delivery of this Supplemental Indenture has been authorized by Board Resolutions of the Company;

WHEREAS, (1) the Company has received the consent of the Holders of a majority in principal amount of the outstanding Notes and has satisfied all other conditions precedent, if any, provided under the Indenture to enable the Company and the Trustee to enter into this Supplemental Indenture, all as certified by an Officers' Certificate, delivered to the Trustee simultaneously with the execution and delivery of this Supplemental Indenture as contemplated by Section 102 of the Original Indenture, and (2) the Company has delivered to the Trustee simultaneously with the execution and delivery of this Supplemental Indenture an Opinion of Counsel relating to this Supplemental Indenture as contemplated by Sections 102 and 903 of the Original Indenture.

NOW, THEREFORE, in consideration of the above premises, each party hereby agrees, for the benefit of the others and for the equal and ratable benefit of the Holders of the Notes, as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Deletion of Definitions and Related References. Sections 1.02 and 101 of Article I of the Indenture are hereby amended to delete in their entirety all terms and their

respective definitions for which all references are eliminated in the Indenture as a result of the amendments set forth in Article II of this Supplemental Indenture.

ARTICLE II

AMENDMENTS TO INDENTURE

Section 2.1 Amendments to the Indenture. The Indenture is hereby amended by deleting the following sections of the Second Supplemental Indenture and all references thereto in the Indenture in their entirety:

Second Supplemental Indenture

Section 3.02 (SEC Reports);
Section 3.03 (Limitation on Indebtedness);
Section 3.04 (Limitation on Guarantees of Indebtedness by Restricted Subsidiaries);
Section 3.05 (Limitation on Restricted Payments);
Section 3.06 (Limitation on Liens);
Section 3.07 (Limitation on Sale/Leaseback Transactions);
Section 3.08 (Limitation on Restrictions on Distributions from Restricted Subsidiaries);
Section 3.09 (Limitation on Sale of Assets and Subsidiary Stock);
Section 3.10 (Limitation on Affiliate Transactions);
Section 3.12 (Further Instruments and Acts);
Section 4.01 (2) and (3) (Merger and Consolidation); and
Section 5.01(6) and (8) (Events of Default).

ARTICLE III

MISCELLANEOUS PROVISIONS

Section 3.1 Defined Terms. For all purposes of this Supplemental Indenture, except as otherwise defined or unless the context otherwise requires, terms used in capitalized form in this Supplemental Indenture and defined in the Indenture have the meanings specified in the Indenture.

Section 3.2 Indenture. Except as amended hereby, the Indenture is in all respects ratified and confirmed and all the terms thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered under the Indenture shall be bound by the Indenture as amended hereby. In the case of conflict between the Indenture and this Supplemental Indenture, the provisions of this Supplemental Indenture shall control.

Section 3.3 Governing Law. This Supplemental Indenture will be governed by, and construed in accordance with, the laws of the state of New York.

Section 3.4 Successors. All agreements of the Company and the Trustee in this Supplemental Indenture and the Notes shall bind their respective successors.

Section 3.5 Duplicate Originals. All parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together shall represent the same agreement.

Section 3.6 Severability. In case any one or more of the provisions in this Supplemental Indenture or in the Notes shall be held invalid, illegal or unenforceable, in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions shall not in any way be affected or impaired thereby, it being intended that all of the provisions hereof shall be enforceable to the full extent permitted by law.

Section 3.7 Trustee Disclaimer. The Trustee accepts the amendment of the Indenture effected by this Supplemental Indenture and agrees to execute the trust created by the Indenture as hereby amended, but on the terms and conditions set forth in the Indenture, including the terms and provisions defining and limiting the liabilities and responsibilities of the Trustee, which terms and provisions shall in like manner define and limit its liabilities and responsibilities in the performance of the trust created by the Indenture as hereby amended, and without limiting the generality of the foregoing, the Trustee shall not be responsible in any manner whatsoever for or with respect to any of the recitals or statements contained herein, all of which recitals or statements are made solely by the Company, and the Trustee makes no representation with respect to any such matters. Additionally, the Trustee makes no representations as to the validity or sufficiency of this Supplemental Indenture.

Section 3.8 Effectiveness. The provisions of this Supplemental Indenture shall be effective only upon execution and delivery of this instrument by the parties hereto.

Section 3.9 Endorsement and Change of Form of Notes. Any Notes authenticated and delivered after the close of business on the date that this Supplemental Indenture becomes effective may be stamped, imprinted or otherwise legended by the Trustee, with a notation as follows:

“Effective as of March 24, 2005, substantially all of the restrictive covenants of the Company and certain of the Events of Default have been eliminated, as provided in the Supplemental Indenture, dated as of March 24, 2005. Reference is hereby made to said Supplemental Indenture, copies of which are on file with the Trustee, for a description of the amendments made therein.”

Section 3.10 Effect of Headings. The headings of the Articles and Sections of this Supplemental Indenture have been inserted for convenience of reference only, are not intended to be considered a part hereof and shall not modify or restrict any of the terms or provision hereof.

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IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the day and year written above.

SPX CORPORATION, as the Issuer

By: /s/ Patrick J. O'Leary

Name: Patrick J. O'Leary
Title: Executive Vice President, Treasurer
and Chief Financial Officer

JPMORGAN CHASE BANK, N.A., as Trustee

By: /s/ Paul J. Schmalzel

Name: Paul J. Schmalzel
Title: Vice President
