

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

FORM 10-K/A

(Mark One)
 ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the fiscal year ended December 31, 2006 or

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the transition period from _____ to _____

Commission File Number 0-22529

inTEST Corporation

(Exact name of registrant as specified in its charter)

DELAWARE
(State or Other Jurisdiction of Incorporation or Organization)
7 ESTERBROOK LANE
CHERRY HILL, NEW JERSEY
(Address of Principal Executive Offices)

22-2370659
(I.R.S. Employer Identification Number)
08003
(Zip Code)

Registrant's telephone number, including area code: (856) 424-6886

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of Each Class</u>	<u>Name of Each Exchange on Which Registered</u>
Common Stock, par value \$0.01 per share	NASDAQ

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes / / No /X/

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes / / No /X/

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes /X/ No / /

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of Registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. /X/

Indicate by check mark whether the Registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act. (Check One):
Large accelerated filer / / Accelerated filer / / Non-accelerated filer /X/

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes / / No /X/

The aggregate market value of the voting and non-voting common equity held by non-affiliates computed by reference to the price at which the common equity was last sold on June 30, 2006 (the last business day of the Registrant's most recently completed second quarter), was: \$28,420,487.

The number of shares outstanding of the Registrant's Common Stock, as of March 16, 2007, was 9,389,571.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the definitive proxy statement of the Registrant for the Registrant's 2007 Annual Meeting of Stockholders, to be filed with the Securities and Exchange Commission within 120 days after the end of the fiscal year covered by this Report, are incorporated by reference into Part III of this Report.

This report on Form 10-K/A is filed to amend and restate Item 15(b) of our Form 10-K filed on March 30, 2007 (the "Initial Report") in order to (i) include a correction to Exhibit 10.2 and (ii) add a new Exhibit 10.12 which was inadvertently omitted from the Initial Report. This report on Form 10-K/A includes the complete text of Item 15, a revised Index to Exhibits, and Exhibits 10.2 and 10.12, in their entirety.

Item 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES

(a) The documents filed as part of this Annual Report on Form 10-K are:

- (i) Our consolidated financial statements and notes thereto as well as the applicable report of our independent registered public accounting firm are included in Part II, Item 8 of this Annual Report on Form 10-K.
- (ii) The following financial statement schedule should be read in conjunction with the consolidated financial statements set forth in Part II, Item 8 of this Annual Report on Form 10-K:

(iii) The exhibits required by Item 601 of Regulation S-K are included under Item 15(b) of this Annual Report on Form 10-K.

(b) Exhibits required by Item 601 of Regulation S-K:

<u>Exhibit Number</u>	<u>Description of Exhibit</u>
3.1	Certificate of Incorporation. (1)
3.2	By Laws. (1)
10.1	Lease Agreement between First Industrial, L.P. and the Company, dated June 6, 2000. (2)
10.2	First Amendment to Lease between First Industrial, L.P. and the Company dated October 2, 2000.
10.3	Lease between SPHOS, Inc. and Temptronic Corporation (a subsidiary of the Company), dated December 27, 2000. (3)
10.4	Lease between The Irvine Company and the Company dated September 15, 2004 (4)
10.5	Change of Control Agreement dated April 17, 2001 between the Company and Robert E. Matthiessen. (5)(*)
10.6	Change of Control Agreement dated April 17, 2001 between the Company and Hugh T. Regan, Jr.(5)(*)
10.7	inTEST Corporation Amended and Restated 1997 Stock Plan. (6)(*)
10.8	Form of Restricted Stock Grant. (7)(*)
10.9	Form of Stock Option Grant - Director. (7)(*)
10.10	Form of Stock Option Grant - Officer. (7)(*)
10.11	Compensatory Arrangements of Executive Officers and Directors. (9)(*)
10.12	Second Amendment to Lease between First Industrial, L.P. and the Company dated December 23, 2003.
14	Code of Ethics (8)
21	Subsidiaries of the Company. (9)
23	Consent of KPMG LLP. (9)
31.1	Certification of Chief Executive Officer pursuant to Rule 13a-14(a). (9)
31.2	Certification of Chief Financial Officer pursuant to Rule 13a-14(a). (9)
31.3	Certification of Chief Executive Officer pursuant to Rule 13a-14(a) with respect to the 10-K/A.
31.4	Certification of Chief Financial Officer pursuant to Rule 13a-14(a) with respect to the 10-K/A.
32.1	Certification of Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002. (9)
32.2	Certification of Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002. (9)
(1)	Previously filed by the Company as an exhibit to the Company's Registration Statement on Form S-1, File No. 333-26457 filed May 2, 1997, and incorporated herein by reference.
(2)	Previously filed by the Company as an exhibit to the Company's Form 10-Q for the quarter ended June 30, 2000, File No. 000-22529, filed August 14, 2000, and incorporated herein by reference.
(3)	Previously filed by the Company as an exhibit to the Company's Form 10-K for the year ended December 31, 2000, File No. 000-22529, filed March 30, 2001, and incorporated herein by reference.
(4)	Previously filed by the Company as an exhibit to the Company's Form 8-K dated September 15, 2004, File No. 000-22529, filed October 6, 2004, and incorporated herein by reference.
(5)	Previously filed by the Company as an exhibit to the Company's Form 10-Q for the quarter ended March 31, 2001, File No. 000-22529, filed May 15, 2001, and incorporated herein by reference.
(6)	Previously filed by the Company as an exhibit to the Company's Form 10-Q for the quarter ended June 30, 2002, File No. 000-22529, filed August 14, 2002, and incorporated herein by reference.
(7)	Previously filed by the Company as an exhibit to the Company's Form 10-K for the year ended December 31, 2004, File No. 000-22529, filed March 31, 2005, and incorporated herein by reference.
(8)	Previously filed by the Company as an exhibit to the Company's Form 10-K for the year ended December 31, 2003, File No. 000-22529, filed March 30, 2004, and incorporated herein by reference.
(9)	Previously filed by the Company as an exhibit to the Company's Form 10-K for the year ended December 31, 2006, File No. 000-22529, filed March 30, 2006, and incorporated herein by reference.
(*)	Indicates a management contract or compensatory plan, contract or arrangement in which a director or executive officers participate.

inTEST CORPORATION

By: /s/ Hugh T. Regan, Jr.
Hugh T. Regan, Jr.
Secretary, Treasurer and Chief Financial Officer

Date: July 27, 2007

Index to Exhibits

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- (*) Indicates a management contract or compensatory plan, contract or arrangement in which a director or executive officers participate.

FIRST AMENDMENT TO LEASE

This First Amendment to Lease (the "Amendment") is made as of the second day of October 2000 between First Industrial, L.P., a Delaware limited partnership ("Landlord") and inTEST Corporation, a New Jersey corporation ("Tenant").

Background

Landlord and Tenant are parties to a Lease dated June 6, 2000 (the "Lease") pursuant to which Landlord has agreed to lease to Tenant and Tenant has agreed to rent from Landlord 80,000 sq. ft. of space at 3 Computer Drive, (now known as 7 Esterbrook Drive) Cherry Hill Industrial Park, Cherry Hill Township, New Jersey, as more particularly defined in the Lease (the "Premises"). Landlord and Tenant desire to amend the Lease by providing for the leasing of 41,700 sq. ft. of additional space at 7 Esterbrook Drive, contiguous to the Premises, as such additional space is depicted on Exhibit "A" hereto (the "Expansion Space") upon the terms and conditions set forth in this Amendment.

Agreement

Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound hereby, Landlord and Tenant covenant and agree as follows:

1. **Defined Terms.** Capitalized Terms not otherwise defined in this Amendment shall have the same meaning as in the Lease unless the context otherwise clearly requires.

2. **Basic Terms.** Section 1 of the Lease is amended as follows:

(a) There is added to Section 1.4 Premises the following:

"Effective the Expansion Space Commencement Date (herein defined), the Premises shall include the Expansion Space comprising 41,700 sq. ft. of space adjoining the Premises, as depicted in Exhibit "A" attached hereto and made a part hereof."

(b) There is added a new Section 1.6.1 as follows:

"1.6.1 Expansion Space Term. The term for the Expansion Space shall commence October 2, 2000 (the "Expansion Space Commencement Date") and shall end on the Expiration Date, unless sooner terminated as provided in the Lease."

(c) Section 1.11 is hereby deleted and the following is inserted in its place and stead:

Base Rent payable by Tenant throughout the Term and for both the Premises and the Expansion Space is as follows:

MONTHS	BASE RENT PAYMENT AMOUNT	EXPANSION RENT PAYMENT AMOUNT	TOTAL
9/1/00-12/31/00	\$31,750.00	\$0.00	\$31,750.00
1/1/01-12/31/01	\$31,750.00	\$10,000.00	\$41,750.00
1/1/02-12/31/02	\$31,750.00	\$10,500.00	\$42,250.00
1/1/03-8/31/03	\$31,750.00	\$11,335.00	\$43,085.00
9/1/03-12/31/03	\$34,100.00	\$11,335.00	\$45,435.00
1/1/04-12/31/04	\$34,100.00	\$12,165.00	\$46,265.00
1/1/05-12/31/05	\$34,100.00	\$12,535.00	\$46,635.00
1/1/06-8/31/06	\$34,100.00	\$12,900.00	\$47,000.00
9/1/06-12/31/06	\$36,700.00	\$12,900.00	\$49,600.00
1/1/07-8/31/07	\$36,700.00	\$13,300.00	\$50,000.00

9/1/07-12/31/07	\$37,800.00	\$13,300.00	\$51,100.00
1/1/08-8/31/08	\$37,800.00	\$13,700.00	\$51,500.00
9/1/08-12/31/08	\$38,935.00	\$13,700.00	\$52,635.00
1/1/09-8/31/09	\$38,935.00	\$14,100.00	\$53,035.00
9/1/09-12/31/09	\$40,100.00	\$14,100.00	\$54,200.00
1/1/10-8/31/10	\$40,100.00	\$14,535.00	\$54,635.00

(e) Section 1.12 is amended by adding the following:

"Additionally, the Additional Rent payable by Tenant with respect to the Expansion Space shall be \$6,000.00 per month for the period beginning on the Expansion Space Commencement Date through December 31, 2000, subject to Section 3."

(f) Section 1.13 is amended by adding the following:

"Effective the Expansion Space Commencement Date, Tenant's Proportionate Share shall be 67.24%".

3. Expansion Space Work Items. Lease Exhibit "C" is amended by adding the following:

(a) With respect to the Expansion Space, Landlord and Tenant mutually agree that the Expansion Space shall be improved through the construction and installation of the following improvements (the "Expansion Space Work Items") described as follows:

- (a) Installation of one man door and one 10' x 10' overhead door in the existing masonry demising wall between the Premises and the Expansion Space, at locations to be confirmed by the Tenant.
- (b) Separation of gas service to the Expansion Space from the adjacent vacant space and separation of any remaining electrical connections to the Expansion Space from the adjacent vacant space.
- (c) Servicing of all heating and air-conditioning equipment, plumbing, overhead doors, and dock levelers.
- (d) Replacement of any burned out light bulbs.

(b) Landlord shall cause to be prepared construction drawings and shall obtain a construction permit and other permits and approvals required in order to proceed with the construction and installation of the Expansion Space Work Items. Landlord shall proceed with diligence to complete the construction and installation of the Expansion Space Work Items. Landlord shall be deemed to have completed the Expansion Space Work Items when the same have been substantially completed by Landlord in accordance with the construction drawings, except for minor or insubstantial details of construction, detail or mechanical adjustment that remain to be done which do not materially adversely affect the occupancy of the Expansion Space. If necessary, following completion of the Expansion Space Work Items, representatives of Landlord and Tenant shall jointly inspect the Expansion Space Work Items and shall prepare a written list of punch list items, which items shall be corrected or completed by Landlord with diligence."

4. Landlord's Property. Section 12.1 is amended by adding the following:

"All Expansion Space Work Items shall be deemed to be Landlord's Property and Tenant shall not be obligated to remove any part of the Expansion Space Work Items at the expiration of the Term."

5. Tenant Parking. Tenant's designated parking areas as shown on Exhibit B of the Lease shall be revised to include additional spaces at the Property. All Tenant designated parking areas designated for its use are shown on Exhibit "B-1" ("Tenant's designated parking areas") attached hereto.

6. Applicability of Lease Provisions. Except as herein provided, all of the terms, covenants and conditions of the Lease shall continue in full force and effect, shall apply to the Expansion Space and are hereby ratified, confirmed and approved.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Amendment as of the day and year first above written.

LANDLORD: First Industrial, L.P., a Delaware limited partnership

By: First Industrial Realty Trust, Inc., a Maryland corporation, its general partner

By: /s/ Peter O. Schultz, Jr.

Its: Regional Director

TENANT: inTEST Corporation, a Delaware corporation

By: /s/ Hugh T. Regan, Jr.

Its: CFO

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (this "**Amendment**") is made this 23rd day of December, 2003, by and between **FIRST INDUSTRIAL, L.P.**, a Delaware limited partnership ("**Landlord**"), and **INTEST CORPORATION**, a Delaware corporation ("**Tenant**").

RECITALS

WHEREAS, Landlord and Tenant entered into that certain Industrial Building Lease dated June 6, 2000, as amended by that certain First Amendment to Lease dated as of October 2, 2000 (as amended, the "**Lease**"), with respect to 121,700 square feet of space located in the building commonly known as 7 Esterbrook Drive, Cherry Hill Industrial Park, Cherry Hill Township, New Jersey, all as more particularly described in the Lease; and

WHEREAS, Landlord and Tenant desire to modify certain terms and conditions of the Lease, all on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged and confessed, Landlord and Tenant agree as follows:

1. **Definitions.** All capitalized terms used but not defined in this Amendment shall have the same meanings ascribed to them in the Lease.
2. **Roof Replacement.** The last two (2) sentences of Section 13.2 of the Lease are hereby deleted in their entirety and replaced with the following language: "Landlord shall replace those portions of the roof to the Premises described as the "2004 Area" and the "2005 Area" on Exhibit "E" attached hereto, at Tenant's sole cost and expense, subject to the terms and conditions of this **Section 13.2** below. Landlord shall commence replacement of the 2004 Area (the "**2004 Replacement**") on or about April 15, 2004 and complete such replacement on or before that date that is ninety (90) days following the commencement of the 2004 Replacement. The 2004 Replacement shall be performed in accordance with the scope of work, description of work and estimate of permitting fees and other costs and as set forth on Exhibit "E-1" (the "**2004 Scope**") attached hereto, at the cost set forth therein; provided Tenant shall be responsible for any increase in the cost of the 2004 Replacement in the event Tenant approves such increase in advance. Landlord shall commence replacement of the 2005 Area (the "**2005 Replacement**") on or about April 15, 2005 and complete such replacement on or before that date that is ninety (90) days following the commencement of the 2005 Replacement. The 2005 Replacement shall be performed in accordance with a scope of work substantially similar to the 2004 Scope; any changes from the 2004 Scope to the 2005 Scope (including increased cost or change in warranty) must be approved in advance by Tenant. Promptly upon (i) completion of each of the 2004 Replacement and the 2005 Replacement and (ii) Landlord's determination of the final and actual costs and expenses incurred with respect to such replacement (the "**Replacement Costs**" which Replacement Costs shall be limited to the actual direct third-party construction costs), Landlord shall deliver to Tenant a statement (a "**Statement**") of the applicable Replacement Costs together with such supporting information as Tenant may reasonably request. Commencing the month immediately following the month in which Landlord delivers a Statement to Tenant and continuing through the end of the Operating Year in which Landlord delivers such Statement (the "**Reimbursement Period**"), Tenant shall pay, on the first day of each month during such Reimbursement Period, as Additional Rent, an amount equal to the applicable Replacement Costs divided by the number of months in that Reimbursement Period. Landlord shall perform, and cause its contractor(s) to perform, the 2004 Replacement and 2005 Replacement in a good and workmanlike manner, in accordance with all applicable laws, regulations and building code requirements, with new materials that are free from defects, and in accordance with industry standards and all manufacturer's recommendations and installation techniques. To the extent practicable and at no additional expense to Landlord, Landlord shall use reasonable efforts to cause the contractor's and manufacturer's warranties to run to each of Landlord and Tenant, individually, so that either Landlord or Tenant may enforce those warranties directly. In the event the contractor's and manufacturer's warranties may not be enforced by Tenant directly, Landlord shall use reasonable efforts to cooperate with Tenant in enforcing, upon Tenant's request, such warranties.
3. **Exhibits.** Exhibit "E" attached to the Lease is hereby deleted in its entirety and replaced with Exhibit "E" attached hereto as Schedule 1. Schedule 2 attached hereto is hereby added to the Lease as Exhibit "E-1."
4. **Conflict.** Except as specifically amended hereby, the Lease remains in full force and effect and is hereby ratified by the parties hereto. In the event that any of the terms or conditions of the Lease conflict with this Amendment, the terms and conditions of this Amendment shall control.
5. **Counterparts.** This Amendment may be executed in any number of identical counterparts, any or all of which may contain the signatures of less than all of the parties, and all of which shall be construed together as a single instrument. For purposes of this Amendment, signatures by facsimile shall be binding to the same extent as original signatures.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS HEREOF, the parties hereto have caused this Amendment to be duly executed on the date first written above.

LANDLORD:

FIRST INDUSTRIAL, L.P., a Delaware limited partnership

By: First Industrial Realty Trust, Inc.,
its sole general partner

By: /s/ James D. Carpenter
Name: James D. Carpenter
Title: Executives Director - Investments

TENANT:

INTEST CORPORATION, a Delaware corporation

By: /s/ Hugh T. Regan, Jr.
Name: Hugh T. Regan, Jr.
Title: Chief Financial Officer

CERTIFICATION

I, Robert E. Matthiessen, certify that:

1. I have reviewed this amendment to the annual report on Form 10-K/A of inTEST Corporation; and
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.

Date: July 27, 2007

/s/ Robert E. Matthiessen
Robert E. Matthiessen
President and Chief Executive Officer

CERTIFICATION

I, Hugh T. Regan, Jr., certify that:

1. I have reviewed this amendment to the annual report on Form 10-K/A of inTEST Corporation; and
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.

Date: July 27, 2007

/s/ Hugh T. Regan, Jr.
Hugh T. Regan, Jr.
Treasurer and Chief Financial Officer