
**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: June 9, 2016
(Date of earliest event reported)

A.M. CASTLE & CO.
(Exact name of registrant as specified in its charter)

Maryland
(State or other jurisdiction
of incorporation)

1-5415
(Commission
File Number)

36-0879160
(IRS Employer
Identification No.)

1420 Kensington Road, Suite 220
Oak Brook, IL 60523
(Address of principal executive offices)

Registrant's telephone number including area code: (847) 455-7111

Not Applicable
(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 (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 240.13 e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement.*Supplemental Indentures Relating to Senior Secured Notes due 2018*

On June 9, 2016, A.M. Castle & Co. (the “Company”), certain subsidiaries of the Company (the “Note Guarantors”) and U.S. Bank National Association, as trustee and collateral agent (“U.S. Bank”) entered into a supplement (the “Second Supplemental Indenture”) to the indenture (the “Indenture”), dated February 8, 2016, governing the Company’s outstanding 12.75% Senior Secured Notes due 2018 (the “Senior Secured Notes”). The amendments covered by the Second Supplemental Indenture were approved pursuant to a consent entered into by holders of Senior Secured Notes representing 65.5% of the aggregate principal amount of Senior Secured Notes eligible to vote thereon.

Pursuant to its original terms, until such time as the Company makes special redemptions in the aggregate principal amount of \$40 million, the Indenture imposed a temporary reduction in the amount of the senior credit facility basket provided for under the debt incurrence covenant (the “Senior Credit Facility Availability Blocker Amount”) equal to net proceeds received by the Company from covered asset sale(s) and used to temporarily repay indebtedness outstanding under the Company’s senior credit facility, subject to a dollar-for-dollar reduction to the extent that the Company’s Senior Secured Notes are redeemed. The Second Supplemental Indenture amended the Indenture to limit the Senior Credit Facility Availability Blocker Amount to \$40 million, subject to a dollar-for-dollar reduction to the extent that the Company’s Senior Secured Notes are redeemed.

Previously, the Company, the Note Guarantors and U.S. Bank entered into a supplement (the “First Supplemental Indenture”), dated May 16, 2016, to the Indenture to remove references related to a “Registered Convertible Note Exchange” and related corresponding changes necessary to permit the Company’s previously announced private issuance of new 5.25% Convertible Senior Secured Notes due 2019 in exchange for its previously outstanding 7.00% Convertible Senior Notes due 2017 (the “Old Convertible Notes”). The amendments covered by the First Supplemental Indenture were made in accordance with the terms of the previously announced Amended and Restated Transaction Support Agreements that the Company entered into on March 18, 2016 with certain holders of the Senior Secured Notes and the Old Convertible Notes.

The foregoing is qualified in its entirety by reference to the First Supplemental Indenture and the Second Supplemental Indenture contained in this Current Report on Form 8-K, which are filed herewith as Exhibits 4.1 and 4.2, respectively, and are incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
4.1	First Supplemental Indenture, dated May 16, 2016, among A.M. Castle & Co., the Note Guarantors, and U.S. Bank National Association, as trustee and collateral agent.
4.2	Second Supplemental Indenture, dated June 9, 2016, among A.M. Castle & Co., the Note Guarantors, and U.S. Bank National Association, as trustee and collateral agent.

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.

A.M. CASTLE & CO.

June 13, 2016

By: /s/ Marec E. Edgar

Marec E. Edgar
Executive Vice President, General Counsel,
Secretary & Chief Administrative Officer

EXHIBIT INDEX

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4.2	Second Supplemental Indenture, dated June 9, 2016, among A.M. Castle & Co., the Note Guarantors, and U.S. Bank National Association, as trustee and collateral agent.

FIRST SUPPLEMENTAL INDENTURE

DATED MAY 16, 2016

This First Supplemental Indenture (this "Supplemental Indenture"), dated May 16, 2016, is made and entered into as of this 2nd day of June, 2016, by and among A.M. Castle & Co., a Maryland corporation (the "Company"), the Guarantors party thereto (as defined in the Indenture (as defined below)) and U.S. Bank National Association, as trustee under the Indenture (the "Trustee").

RECITALS

A. **WHEREAS**, the Company, the Guarantors and the Trustee entered into that certain Indenture dated as of February 8, 2016 (the "Indenture"), governing 12.75% Senior Secured Notes due 2018 (the "Notes") issued by the Company to the Holders.

B. **WHEREAS**, Section 9.02 of the Indenture provides that, other than certain amendments or waivers as provided therein, the Company, the Guarantors and the Trustee may amend or supplement the Indenture, the Notes or the Guarantees with the consent of the Holders of at least a majority in aggregate principal amount of the Notes then outstanding and eligible to vote thereon in compliance with Section 2.09 of the Indenture (collectively, the "Requisite Consent").

C. **WHEREAS**, the Company desires and has requested the Trustee to join it and the Guarantors in entering into this Supplemental Indenture for the purposes of amending certain provisions of the Indenture and the Notes as permitted by Section 9.02 of the Indenture.

D. **WHEREAS**, this Supplemental Indenture has been duly authorized by all necessary corporate or other action, as applicable, on the part of each of the Company and the Guarantors, and the Company has obtained the Requisite Consent to the amendments set forth herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Company, the Guarantors and the Trustee mutually covenant and agree for the benefit of each other and for the equal and ratable benefit of the Holders as follows:

AGREEMENT

1. Definitions. Unless otherwise defined herein, all capitalized terms used herein have the meanings given to them in the Indenture.

2. Amendments to the Indenture. Effective as of May 16, 2016, with respect to all outstanding Notes, the following definitions in “Section 1.01 Definitions” of the Indenture are hereby amended as follows:

(a) The definition of “New Convertible Notes” is deleted and replaced in its entirety with the following:

“*New Convertible Notes*” means the new 5.25% Senior Secured Convertible Notes due 2019 to be issued by the Company in exchange for the Existing Convertible Notes (i) pursuant to the Transaction Support Agreements and the Convertible Note Exchange Offer or (ii) pursuant to the exemption provided by Section 3(a)(9) of the Securities Act on terms no more advantageous to the holders of such Existing Convertible Notes than the terms under which Supporting Convertible Note Holders exchanged their Existing Convertible Notes in the Private Convertible Note Exchanges were to such Supporting Note Holders.

(b) The definition of “Registered Convertible Note Exchange” is deleted in its entirety.

(c) The definition of “Transactions” is deleted and replaced in its entirety with the following:

“*Transactions*” means the issuance of the Notes, the issuance of the New Convertible Notes pursuant to the Private Convertible Note Exchanges as contemplated by the Transaction Support Agreements, together with proceeds of borrowings under the Senior Credit Facility and cash on hand, to refinance any Indebtedness of the Company or any Subsidiary outstanding immediately prior to the Issue Date and to pay all fees and expenses related thereto.

(d) The definition of “Transaction Support Agreements” is deleted and replaced in its entirety with the following:

“*Transaction Support Agreements*” means the separate transaction support agreements entered into effective as of January 15, 2016 (together with any additional transaction support agreements entered subsequently thereto on substantially similar terms to those effective January 15, 2016), as amended and restated effective as of March 16, 2016, and as further amended on May 13, 2016, among the Company, the certain holders of the Company’s Existing Notes and/or Existing Convertible Notes named therein.

3. Indenture. Except as amended hereby, the Indenture and the Notes are in all respects ratified and confirmed and all the terms shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder heretofore or hereafter authenticated and delivered under the Indenture shall be bound hereby and all terms and conditions of both shall be read together as though they constitute a single instrument, except that in the case of conflict the provisions of this Supplemental Indenture shall control.

4. Rights of Trustee. In entering into this Supplemental Indenture, the Trustee shall be entitled to the benefit of every provision of the Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee, including its right to be compensated, reimbursed and indemnified, whether or not elsewhere herein so provided. The Trustee makes no representations and shall not be responsible in any manner whatsoever as to the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, or with respect to the consents of the Holders or any documents used in the solicitations of such consents, all of which recitals are made solely by the Company and the Guarantors.

5. Reference to Indenture. Effective as of May 16, 2016, each reference in the Indenture, and in all other agreements, documents, certificates, exhibits and instruments executed pursuant thereto, to “the Indenture,” “hereunder,” “hereof,” “herein” or words of like import referring to the Indenture shall mean and be a reference to the Indenture as amended by this Supplemental Indenture.

6. Counterparts. This Supplemental Indenture may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original but all such counterparts shall together constitute but one and the same instrument. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

7. Governing Law. This Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to its choice of law provisions.

[signature pages follow]

IN WITNESS WHEREOF, each of the parties hereto has caused this Supplemental Indenture to be executed by its duly authorized officers as of the date first written above.

A.M. CASTLE & CO.

By: /s/ Patrick R. Anderson

Name: Patrick R. Anderson

Title: Chief Financial Officer

Signature Page to Supplemental Indenture

ADVANCED FABRICATING TECHNOLOGY, LLC

By: /s/ Patrick R. Anderson
Name: Patrick R. Anderson
Title: Vice President and Treasurer

PARAMONT MACHINE COMPANY, LLC

By: /s/ Patrick R. Anderson
Name: Patrick R. Anderson
Title: Vice President and Treasurer

TOTAL PLASTICS, INC.

By: /s/ Patrick R. Anderson
Name: Patrick R. Anderson
Title: Vice President

KEYSTONE TUBE COMPANY, LLC

By: /s/ Patrick R. Anderson
Name: Patrick R. Anderson
Title: Treasurer

Signature Page to Supplemental Indenture

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: /s/ Raymond S. Haverstock
Name: Raymond S. Haverstock
Title: Vice President

Signature Page to Supplemental Indenture

SECOND SUPPLEMENTAL INDENTURE

This Second Supplemental Indenture (this “Supplemental Indenture”) is made and entered into as of this 9th day of June, 2016, by and among A.M. Castle & Co., a Maryland corporation (the “Company”), the Guarantors party thereto (as defined in the Indenture (as defined below)) and U.S. Bank National Association, as trustee under the Indenture (the “Trustee”).

RECITALS

A. **WHEREAS**, the Company, the Guarantors and the Trustee entered into that certain Indenture dated as of February 8, 2016, as amended by that First Supplemental Indenture dated as of May 16, 2016 (collectively, the “Indenture”), governing the 12.75% Senior Secured Notes due 2018 (the “Notes”) issued by the Company to the Holders.

B. **WHEREAS**, Section 9.02 of the Indenture provides that, other than certain amendments or waivers as provided therein, the Company, the Guarantors and the Trustee may amend or supplement the Indenture, the Notes or the Guarantees with the consent of the Holders of at least a majority in aggregate principal amount of the Notes then outstanding and eligible to vote thereon in compliance with Section 2.09 of the Indenture (collectively, the “Requisite Consent”).

C. **WHEREAS**, the Company desires and has requested the Trustee to join it and the Guarantors in entering into this Supplemental Indenture for the purposes of amending certain provisions of the Indenture and the Notes as permitted by Section 9.02 of the Indenture.

D. **WHEREAS**, this Supplemental Indenture has been duly authorized by all necessary corporate or other action, as applicable, on the part of each of the Company and the Guarantors, and the Company has obtained the Requisite Consent to the amendments set forth herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Company, the Guarantors and the Trustee mutually covenant and agree for the benefit of each other and for the equal and ratable benefit of the Holders as follows:

AGREEMENT

1. Definitions. Unless otherwise defined herein, all capitalized terms used herein have the meanings given to them in the Indenture.

2. Amendments to the Indenture. Effective upon the date hereof, with respect to all outstanding Notes, the following provisions of the Indenture are hereby amended as follows:

(a) The definition of “*Subsequent Exchange Notes*” set forth in “Section 1.01 Definitions” of the Indenture is deleted and replaced in its entirety with the following:

“*Subsequent Exchange Notes*” means additional Notes issued by the Company pursuant to an exemption under the Securities Act in exchange for Existing Notes outstanding on the date of this Indenture on substantially the same terms and conditions as the Exchange Offer, provided that such issuances shall not include the payment of any tender or consent fees.

(b) The cross-reference to the definition of “*Senior Credit Facility Designated Paydown Amount*” listed in the table contained in “Section 1.02 Other Definitions” of the Indenture is deleted in its entirety.

(c) A new cross-reference to the definition of “*Senior Credit Facility Availability Blocker Amount*” – Section 3.09” shall be added to the table contained in “Section 1.02 Other Definitions” of the Indenture.

(d) Section 3.09(a) of the Indenture is hereby deleted and replaced in its entirety with the following:

(a) From the Issue Date until the Special Redemption Termination Date, all Net Proceeds from sales of assets outside the ordinary course of business (other than Net Proceeds from sales of accounts receivable and inventory) (“*Designated Asset Sale Proceeds*”), received by the Company or any Restricted Subsidiary shall be applied either (i) to temporarily repay or prepay Indebtedness under the Senior Credit Facility or (ii) to mandatorily redeem (on one or more occasions), upon between five and 30 days’ prior notice, the notes at a price equal to 100% of the aggregate principal amount thereof plus accrued and unpaid interest to, but not including, each applicable redemption date (each, a “*Special Redemption*”). The “*Special Redemption Termination Date*” will occur on the date that Special Redemptions of at least \$40.0 million aggregate principal amount of Notes have been completed. The Company shall be deemed to have satisfied the “*Special Redemption Condition*” if, not later than October 31, 2016, with respect to Notes in an aggregate principal amount of not less than \$27.5 million, it shall have either (i) completed Special Redemptions or (ii) issued irrevocable notices for Special Redemptions. Until the Special Redemption Termination Date, the Company’s availability under clause (1) of the definition of “Permitted Debt” will be reduced by \$40.0 million (the “*Senior Credit Facility Availability Blocker Amount*”). The Senior Credit Facility Availability Blocker Amount will be reduced (to an amount not less than zero), from time to time, by the aggregate principal amount of notes that have been subject to Special Redemption as described under this Section 3.09.

3. Indenture. Except as amended hereby, the Indenture and the Notes are in all respects ratified and confirmed and all the terms shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder heretofore or hereafter authenticated and delivered under the Indenture shall be bound hereby and all terms and conditions of both shall be read together as though they constitute a single instrument, except that in the case of conflict the provisions of this Supplemental Indenture shall control. The Company shall cause Notes that have been purchased to be promptly delivered to the Trustee for cancellation pursuant to Section 2.11 of the Indenture.

4. Rights of Trustee. In entering into this Supplemental Indenture, the Trustee shall be entitled to the benefit of every provision of the Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee, including its right to be compensated, reimbursed and indemnified, whether or not elsewhere herein so provided. The Trustee makes no representations and shall not be responsible in any manner whatsoever as to the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, or with respect to the consents of the Holders or any documents used in the solicitations of such consents, all of which recitals are made solely by the Company and the Guarantors.

5. Reference to Indenture. On and after the date hereof, each reference in the Indenture, and in all other agreements, documents, certificates, exhibits and instruments executed pursuant thereto, to “the Indenture,” “hereunder,” “hereof,” “herein” or words of like import referring to the Indenture shall mean and be a reference to the Indenture as amended by this Supplemental Indenture.

6. Counterparts. This Supplemental Indenture may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original but all such counterparts shall together constitute but one and the same instrument. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

7. Governing Law. This Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to its choice of law provisions.

[signature pages follow]

IN WITNESS WHEREOF, each of the parties hereto has caused this Supplemental Indenture to be executed by its duly authorized officers as of the date first written above.

A.M. CASTLE & CO.

By: /s/ Patrick R. Anderson

Name: Patrick R. Anderson

Title: Chief Financial Officer

Signature Page to Supplemental Indenture

TOTAL PLASTICS, INC.

By: /s/ Patrick R. Anderson

Name: Patrick R. Anderson

Title: Vice President

KEYSTONE TUBE COMPANY, LLC

By: /s/ Patrick R. Anderson

Name: Patrick R. Anderson

Title: Treasurer

Signature Page to Supplemental Indenture

U.S. BANK NATIONAL ASSOCIATION, as
Trustee

By: /s/ Raymond S. Haverstock
Name: Raymond S. Haverstock
Title: Vice President

Signature Page to Supplemental Indenture