
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: May 4, 2017
(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 or
organization)*

1-5415
(Commission File Number)

36-0879160
(I.R.S. Employer Identification Number)

**1420 Kensington Road, Suite 220
Oak Brook, Illinois**
(Address of Principal Executive Offices)

60523
(Zip Code)

(847) 455-7111
(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 (*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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 – Entry into a Material Definitive Agreement

Third Amendment to Credit and Guaranty Agreement

On May 4, 2017, the Company and certain of its subsidiaries entered into a Third Amendment to Credit and Guaranty Agreement (the “Third Amendment”) with respect to the Credit and Guaranty Agreement dated December 8, 2016, by and among the Company, certain of its subsidiaries, the lenders party thereto, and Cantor Fitzgerald Securities, as Administrative and Collateral Agent, as amended. Under the Third Amendment, in order to provide additional liquidity to the Company, the lenders party to the agreement and the Agent agreed (i) to advance the date of the Company’s access to up to \$12,500,000 of term loan borrowing availability under its existing credit facilities to May 10, 2017 (from the previously applicable date of June 12, 2017), and (ii) to waive certain mandatory prepayment provisions as to the contemplated receipt of certain funds by the Company from a letter of credit cash collateral account related to its Janesville, Wisconsin location.

The foregoing description is a summary and is qualified in its entirety by reference to the Third Amendment, which is attached hereto as Exhibit 10.1 and incorporated herein by this reference.

Item 8.01 – Other Events

On May 4, 2017, the Company issued the press release attached hereto as Exhibit 99.1 and incorporated herein by this reference.

Cautionary Note Regarding Forward-Looking Statements

Information provided and statements contained in this Current Report on Form 8-K or the Exhibits hereto are not purely historical are forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (“Securities Act”), Section 21E of the Securities Exchange Act of 1934, as amended (“Exchange Act”), and the Private Securities Litigation Reform Act of 1995. Such forward-looking statements only speak as of the date of this release and the Company assumes no obligation to update the information included in this release. Such forward-looking statements include information concerning our possible or assumed future results of operations, including descriptions of our business strategy, and the cost savings and other benefits that we expect to achieve from our restructuring. These statements often include words such as “believe,” “expect,” “anticipate,” “intend,” “predict,” “plan,” “should,” or similar expressions. These statements are not guarantees of performance or results, and they involve risks, uncertainties, and assumptions. Although we believe that these forward-looking statements are based on reasonable assumptions, there are many factors that could affect our actual financial results or results of operations and could cause actual results to differ materially from those in the forward-looking statements. These factors include or relate to: our ability to obtain sufficient acceptances in connection with our solicitation of debt holder support; our ability to obtain the bankruptcy court’s approval with respect to motions or other requests made in any necessary chapter 11 case, including maintaining strategic control as debtor-in-possession; our ability to confirm and consummate a chapter 11 plan of reorganization in any necessary chapter 11 case; the effects of the filing of any necessary chapter 11 case on our business and the interests of various constituents; the bankruptcy court’s rulings in any necessary chapter 11 case, as well as the outcome of any such case in general; the length of time that we may operate under any necessary chapter 11 protection and the continued availability of operating capital during the pendency of any necessary chapter 11 case; risks associated with third party motions or objections in any necessary chapter 11 case, which may interfere with our ability to confirm and consummate a chapter 11 plan of reorganization; the potential adverse effects of any necessary chapter 11 case on our liquidity or results of operations; our ability to execute the Company’s business and financial reorganization plan; and increased advisory costs to execute our restructuring. Other factors include our ability to effectively manage our operational initiatives and restructuring activities, the impact of volatility of metals prices, the cyclical and seasonal aspects of our business, our ability to effectively manage inventory levels, our ability to successfully complete the remaining steps in our strategic refinancing process, and the impact of our substantial level of indebtedness, as well as including those risk factors identified in our Annual Report on Form 10-K for the fiscal year ended December 31, 2016, our Current Report on Form 8-K filed April 7, 2017, and our Quarterly Report on Form 10-Q for the first quarter ended March 31, 2017, which we will file shortly. All future written and oral forward-looking statements by us or persons acting on our behalf are expressly qualified in their entirety by the cautionary statements contained or referred to above. Except as required by the federal securities laws, we do not have any obligations or intention to release publicly any revisions to any forward-looking statements to reflect events or circumstances in the future, to reflect the occurrence of unanticipated events or for any other reason.

Item 9.01 – Financial Statements and Exhibits

(d) Exhibits

- | | |
|------|--|
| 10.1 | Third Amendment to Credit and Guaranty Agreement, dated as of May 4, 2017, by and among the Company, certain of its subsidiaries, the Lenders party thereto, and Cantor Fitzgerald Securities, as Administrative Agent and Collateral Agent. |
| 99.1 | Press Release, dated May 4, 2017. |
-

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 thereunto duly authorized.

A.M. Castle & Co.

Date: May 4, 2017

By: /s/ Marec E. Edgar
Marec E. Edgar
Executive Vice President, General Counsel,
Secretary & Chief Administrative Officer

EXHIBIT INDEX

Exhibit No.	Description
10.1	<u>Third Amendment to Credit and Guaranty Agreement, dated as of May 4, 2017, by and among the Company, certain of its subsidiaries, the Lenders party thereto, and Cantor Fitzgerald Securities, as Administrative Agent and Collateral Agent.</u>
99.1	<u>Press Release, dated May 4, 2017.</u>

**THIRD AMENDMENT
TO CREDIT AND GUARANTY AGREEMENT**

This **THIRD AMENDMENT TO CREDIT AND GUARANTY AGREEMENT** (this "**Third Amendment**") is dated as of May 4, 2017 and entered into by and among **A.M. CASTLE & CO.**, a corporation organized under the laws of the state of Maryland (the "**Company**") and **TOTAL PLASTICS INC.**, a corporation organized under the laws of the state of Michigan ("**TPI**"; and together with the Company, each, a "**Borrower**" and collectively, the "**Borrowers**"), **A.M. CASTLE & CO. (CANADA) INC.**, a corporation existing under the laws of the province of British Columbia, Canada ("**Castle Canada**"), **HY-ALLOY STEELS COMPANY**, a corporation organized under the laws of the state of Delaware ("**HY-Alloy**"), **KEYSTONE SERVICE, INC.**, a corporation organized under the laws of the state of Indiana ("**Keystone Service**") and **KEYSTONE TUBE COMPANY, LLC**, a limited liability company organized under the laws of the state of Delaware ("**Keystone**"; and together with Castle Canada, HY-Alloy, Keystone Service and each other Subsidiary (as defined in the Agreement that is defined below) of the Company party hereto from time to time as a guarantor, a "**Guarantor**" and collectively, the "**Guarantors**"), the Lenders party to the Agreement from time to time, **CANTOR FITZGERALD SECURITIES** ("**Cantor Fitzgerald**", as Administrative Agent (in such capacity, the "**Administrative Agent**") and Collateral Agent (in such capacity, the "**Collateral Agent**"), and is made with reference to that certain **CREDIT AND GUARANTY AGREEMENT** dated as of December 8, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Agreement**"), by and between the Borrowers, the Guarantors, the Lenders, the Administrative Agent, and the Collateral Agent. Capitalized terms used herein without definition shall have the meanings ascribed to them in the Agreement.

RECITALS

WHEREAS, the Borrowers, the Lenders, the Guarantors, the Administrative Agent, and the Collateral Agent entered into the Agreement on or about December 8, 2016;

WHEREAS, the Agreement contemplates that the next Delayed Draw Term Loan Commitment in the amount of \$12,500,000.00 will be available to the Borrowers on or after June 12, 2017;

WHEREAS, given the Borrowers' liquidity needs, the Lenders are willing to advance the availability date of such Delayed Draw Term Loan Commitment to May 10, 2017 or thereafter;

WHEREAS, the Agreement imposes certain mandatory prepayment provisions on the Borrowers;

WHEREAS, the Lenders are willing to waive such mandatory prepayment provisions as to the contemplated receipt of certain funds by the Borrowers; and

WHEREAS, the Borrowers, the Guarantors, the Lenders, the Administrative Agent and the Collateral Agent desire to amend the Agreement accordingly as set forth below on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Borrowers, the Guarantors, the Lenders, the Administrative Agent, and the Collateral Agent hereby agree as follows:

Section 1. AMENDMENTS TO THE AGREEMENT

1.1 Amendments to Section 2.2(a): Delayed Draw Term Loans

A. Section 2.2(a) (Delayed Draw Term Loan Commitments) of the Agreement is hereby amended in its entirety to read as follows:

Delayed Draw Term Loan Commitments. Subject to the terms and conditions hereof, each Lender severally agrees to make the Delayed Draw Term Loans to the Borrowers in an aggregate amount up to but not exceeding such Lender's Delayed Draw Term Loan Commitment; provided, that (i) the Borrowers shall not be entitled to issue more than two Delayed Draw Funding Notices in total in respect of the Delayed Draw Term Loan Commitments, (ii) \$24,500,000 of the Delayed Draw Term Loan Commitment will be available to the Borrowers on or after December 12, 2016, (iii) \$12,500,000 of the Delayed Draw Term Loan Commitment will be available to the Borrowers on or after May 10, 2017, and (iv) after giving effect to the making of any Delayed Draw Term Loans, in no event shall the Total Utilization of the Delayed Draw Term Loan Commitments exceed the Delayed Draw Term Loan Commitments then in effect. Any amount borrowed pursuant to this Section 2.2(a) and subsequently repaid or prepaid may not be reborrowed. The portion of each Lender's Delayed Draw Term Loan Commitment funded after giving making a Delayed Draw Term Loan shall terminate immediately and without further action after giving effect to the funding by such Lender on such date. The Lenders agree that: (i) the solvency requirement in Section 4.20 below shall not apply for purposes of the Delayed Draw Term Loan Commitment that will be available to the Borrowers pursuant to subclause (iii) above; and (ii) execution of the Restructuring Support Agreement dated as of April 6, 2017 by the Borrowers and the Guarantors does not constitute a Material Adverse Effect.

1.2 Amendments to Section 2.10: Mandatory Prepayments

A. Section 2.10(f) (Extraordinary Receipts) of the Agreement is hereby amended in its entirety to read as follows:

Extraordinary Receipts. No later than the third Business Day following the date of receipt by the Company or any of its Subsidiaries of any Extraordinary Receipts or tax refunds in an amount greater than \$500,000 either individually or in aggregate in any financial year, the Company shall prepay the Loans together with all amounts owing in accordance with Section 2.12(b), which amounts, including any Exit Fee, will be payable solely from the proceeds of such Extraordinary Receipts or tax refunds in an aggregate amount equal to such Extraordinary Receipts or tax refunds; *provided*, that notwithstanding the foregoing, neither the Company nor any of its Subsidiaries shall be required to prepay the Loan from any net cash proceeds received by the Company pursuant to the release of any letter of credit cash collateral account related to its Janesville, Wisconsin location.

Section 2. CONDITIONS TO EFFECTIVENESS

Section 1 of this Third Amendment shall become effective only upon (a) execution of this Third Amendment by each of the parties hereto and (b) written consent hereto by each Lender.

Section 3. REPRESENTATIONS AND WARRANTIES

A. **Credit Party Representations and Warranties.** Each of the Credit Parties represents and warrants as follows:

(i) Authorization. The execution, delivery and performance by each Credit Party of this Third Amendment and the incurrence of all obligations hereunder, are within such Credit Party's corporate powers and have been duly authorized by all necessary corporate action.

(ii) No Conflict. The execution, delivery and performance by each Credit Party of this Third Amendment do not (i) violate such Credit Party's certificate of formation or operating agreement, or (ii) violate any law or regulation or any order, judgment or decree of any court or governmental agency body binding on such Credit Party, or (iii) result in a breach of or a default under, or result in or require the imposition of a Lien pursuant to any contract.

(iii) Governmental Consents. No authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by the Credit Parties of this Third Amendment.

(iv) Validity. This Third Amendment and the Agreement as amended hereby are legal, valid, and binding obligations of each Credit Party, enforceable against each Credit Party in accordance with each such document's terms, except as enforcement may be limited by applicable laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

Section 4. MISCELLANEOUS

A. Reference to and Effect on the Agreement and the Other Credit Documents.

(i) Except as specifically amended by this Third Amendment, the Agreement and the other Credit Documents shall remain in full force and effect and are hereby ratified and confirmed.

(ii) The execution, delivery and performance of this Third Amendment shall not, except as expressly provided herein, constitute a waiver of any provision of, or operate as a waiver of any right, power or remedy of the Lenders under the Agreement or any of the other Credit Documents.

B. Fees and Expenses. The Borrowers acknowledge that all costs, fees and expenses as described in Section 10.2 of the Agreement incurred by any Agent and the Lenders with respect to this Third Amendment and the documents and transactions contemplated hereby shall be for the account of the Borrowers.

C. Instruction to the Agents. Each of the Lenders signatory hereto (constituting all of the Lenders) directs the Administrative Agent and the Collateral Agent to execute and deliver this Third Amendment and authorize the Administrative Agent and the Collateral Agent to take action as agent on its behalf and to exercise such powers and discretion under the Agreement and the other Credit Documents as are delegated to the Administrative Agent and the Collateral Agent by the terms thereof, together with such powers and discretion as are reasonably incidental thereto. The Loan Parties and Lenders agree that the indemnifications provided in Sections 9.4, 9.7 and 10.3 of the Agreement apply to the foregoing instruction and the execution and delivery of this Third Amendment.

D. Headings. Section headings in this Third Amendment are included for convenience of reference only and shall not be given any substantive effect.

E. Applicable Law. THIS THIRD AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD REQUIRE APPLICATION OF ANOTHER LAW.

F. Counterparts; Effectiveness. This Third Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

BORROWERS:

A.M. CASTLE & CO.

By: /s/ Patrick R. Anderson
Name: Patrick R. Anderson
Title: Executive Vice President, Chief Financial Officer & Treasurer

TOTAL PLASTICS INC.

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

GUARANTORS:

A.M. CASTLE & CO. (CANADA) INC.

By: /s/ Patrick R. Anderson
Name: Patrick R. Anderson
Title: Vice President, Chief Financial Officer & Treasurer

HY-ALLOY STEELS COMPANY

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

KEYSTONE SERVICE, INC.

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

KEYSTONE TUBE COMPANY, LLC

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

HIGHBRIDGE INTERNATIONAL LLC
as Lender

By: **HIGHBRIDGE CAPITAL MANAGEMENT,
LLC,**
as Trading Manager

By: /s/ Jonathan Segal
Name: Jonathan Segal
Title: Managing Director

**HIGHBRIDGE TACTICAL CREDIT &
CONVERTIBLES MASTER FUND, L.P.,**
as Lender

By: **HIGHBRIDGE CAPITAL MANAGEMENT,
LLC,**
as Trading Manager

By: /s/ Jonathan Segal
Name: Jonathan Segal
Title: Managing Director

WHITEBOX ASYMMETRIC PARTNERS, L.P.,
as Lender

By: /s/ Mark Strefling
Name: Mark Strefling
Title: Chief Operating Officer & General Counsel

WHITEBOX CREDIT PARTNERS, L.P.,
as Lender

By: /s/ Mark Strefling
Name: Mark Strefling
Title: Chief Operating Officer & General Counsel

WHITEBOX MULTI-STRATEGY PARTNERS, L.P.,
as Lender

By: /s/ Mark Strefling
Name: Mark Strefling
Title: Chief Operating Officer & General Counsel

WHITEBOX INSTITUTIONAL PARTNERS, L.P.,
as Lender

By: /s/ Mark Strefling
Name: Mark Strefling
Title: Chief Operating Officer & General Counsel

**CORRE OPPORTUNITIES QUALIFIED MASTER
FUND, LP,**
as Lender

By: /s/ Eric Soderlund
Name: Eric Soderlund
Title: Authorized Signatory

CORRE OPPORTUNITIES FUND, LP,
as Lender

By: /s/ Eric Soderlund
Name: Eric Soderlund
Title: Authorized Signatory

CORRE OPPORTUNITIES II MASTER FUND, LP,
as Lender

By: /s/ Eric Soderlund
Name: Eric Soderlund
Title: Authorized Signatory

WFF CAYMAN II LTD.,
as Lender

By: **WOLVERINE ASSET MANAGEMENT,**
LLC, its investment manager

By: /s/ Kenneth L. Nadel
Name: Kenneth L. Nadel
Title: Chief Operating Officer

SGF, LLC
as Lender

By: /s/ Jonathan B. Mellin
Name: Jonathan B. Mellin
Title: Member

CANTOR FITZGERALD SECURITIES,
as Administrative Agent and Collateral Agent

By: /s/ Shawn P. Matthews
Name: Shawn P. Matthews
Title: Chief Executive Officer



A.M. CASTLE & CO.

1420 Kensington Road
Suite 220
Oak Brook, IL 60523
P: (847) 455-7111
F: (847) 241-8171

For Further Information:

-At ALPHA IR-
Analyst Contact
Chris Hodges or Chris Donovan
(312) 445-2870
Email: CAS@alpha-ir.com
Traded: OTCQB (CASL)

FOR RELEASE
THURSDAY, MAY 4, 2017

**A.M. CASTLE LENDERS ACCELERATE ACCESS TO LIQUIDITY TO PROMOTE INVESTMENTS
AS COMPANY'S RESTRUCTURING PROGRESSES**

OAK BROOK, IL, May 4, 2017 - A. M. Castle & Co. (OTCQB: CASL) (the "Company" or "Castle"), a global distributor of specialty metal and supply chain solutions, announced today that it has reached agreement with its first-lien lending group to accelerate the Company's access to capital under its existing credit facilities to finance additional investments in inventory and expand service to its customers.

Last month, Castle announced that it projects positive adjusted EBITDA for each month of the first quarter of fiscal 2017, which was its first positive adjusted EBITDA quarter in more than three years; and that it has reached an agreement in principle with lenders holding more than 92% of its aggregate first, second, and third lien debt to complete a comprehensive financial restructuring.

President and CEO Steve Scheinkman said, "Having completed the operational restructuring that we started two years ago, we are now tackling our balance sheet, which will position Castle to return to metals industry leadership. We are pleased that our first-lien lending group has demonstrated their belief in the Castle business by accelerating access to liquidity under our existing credit facilities, which will enable us to make additional investments in inventory and expand service to our customers."

Jonathan Segal, managing director of Highbridge Capital Management, a participant in the Company's first-lien lending group, said, "We are supportive of management's successful efforts to improve the Company's customer value proposition and its cash-generating capabilities. We believe this access to additional capital will enable Castle to continue its growth and accelerate its return to profitability."

Jake Mercer, portfolio manager at Whitebox Advisors LLC, another participant in the Company's first-lien lending group, said, "We believe that Castle has made meaningful progress since the existing credit facilities were finalized in December 2016, as demonstrated by the restructuring support agreement announced on April 7. Providing early access to the liquidity will enable the Company to make additional investments in serving its customers' needs."

Scheinkman concluded, "We believe restructuring our debt will help sustain the positive performance we achieved in the first quarter of 2017, which we plan to announce fully in the coming weeks. We expect our restructuring plan will reduce our cash interest expense by more than 70%, and will move us even closer to becoming the truly agile, customer-centric Company we envisioned when we embarked on this path two years ago. We are grateful to our lending group for their partnership and willingness to support our business' evolving needs as our financial restructuring continues."

About A. M. Castle & Co.

Founded in 1890, A. M. Castle & Co. is a global distributor of specialty metal and supply chain services, principally serving the producer durable equipment, commercial aircraft, heavy equipment, industrial goods, construction equipment, and retail sectors of the global economy. Its customer base includes many Fortune 500 companies as well as thousands of medium and smaller-sized firms spread across a variety of industries. It specializes in the distribution of alloy and stainless steels; nickel alloys; aluminum and carbon. Together, Castle and its affiliated companies operate out of 21 metals service centers located throughout North America, Europe and Asia. Its common stock is traded on the OTCQB® Venture Market under the ticker symbol "CASL".

Cautionary Statement on Risks Associated with Forward Looking Statements

Information provided and statements contained in this press release that are not purely historical are forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended ("Securities Act"), Section 21E of the Securities Exchange Act of 1934, as amended ("Exchange Act"), and the Private Securities Litigation Reform Act of 1995. Such forward-looking statements only speak as of the date of this release and the Company assumes no obligation to update the information included in this release. Such forward-looking statements include information concerning our possible or assumed future results of operations, including descriptions of our business strategy, and the cost savings and other benefits that we expect to achieve from our restructuring. These statements often include words such as "believe," "expect," "anticipate," "intend," "predict," "plan," "should," or similar expressions. These statements are not guarantees of performance or results, and they involve risks, uncertainties, and assumptions. Although we believe that these forward-looking statements are based on reasonable assumptions, there are many factors that could affect our actual financial results or results of operations and could cause actual results to differ materially from those in the forward-looking statements. These factors include or relate to: our ability to obtain sufficient acceptances in connection with our solicitation of debt holder support; our ability to obtain the bankruptcy court's approval with respect to motions or other requests made in any necessary chapter 11 case, including maintaining strategic control as debtor-in-possession; our ability to confirm and consummate a chapter 11 plan of reorganization in any necessary chapter 11 case; the effects of the filing of any necessary chapter 11 case on our business and the interests of various constituents; the bankruptcy court's rulings in any necessary chapter 11 case, as well as the outcome of any such case in general; the length of time that we may operate under any necessary chapter 11 protection and the continued availability of operating capital during the pendency of any necessary chapter 11 case; risks associated with third party motions or objections in any necessary chapter 11 case, which may interfere with our ability to confirm and consummate a chapter 11 plan of reorganization; the potential adverse effects of any necessary chapter 11 case on our liquidity or results of operations; our ability to execute the Company's business and financial reorganization plan; and increased advisory costs to execute our restructuring. Other factors include our ability to effectively manage our operational initiatives and restructuring activities, the impact of volatility of metals prices, the cyclical and seasonal aspects of our business, our ability to effectively manage inventory levels, our ability to successfully complete the remaining steps in our strategic refinancing process, and the impact of our substantial level of indebtedness, as well as including those risk factors identified in our Annual Report on Form 10-K for the fiscal year ended December 31, 2016, our Current Report on Form 8-K filed April 7, 2017, and our Quarterly Report on Form 10-Q for the first quarter ended March 31, 2017, which we will file shortly. All future written and oral forward-looking statements by us or persons acting on our behalf are expressly qualified in their entirety by the cautionary statements contained or referred to above. Except as required by the federal securities laws, we do not have any obligations or intention to release publicly any revisions to any forward-looking statements to reflect events or circumstances in the future, to reflect the occurrence of unanticipated events or for any other reason.
