

- N/A  
(Former name, former address and former fiscal year, if changed since last report)

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

On May 4, 2009, RathGibson, Inc. (the “Company”) entered into a waiver and sixth amendment to its senior secured revolving credit facility (“Revolving Credit Facility”), dated as of February 7, 2006, by and among the Company, RGCH Holdings Corp. (“RGCH Corp.”), Greenville Tube Company, the financial institutions who are or become lenders thereunder and General Electric Capital Corporation. The waiver and sixth amendment was entered into due to the breach of a solvency requirement (as defined in the Revolving Credit Facility) with respect to RGCH Corp., the Company’s direct parent, at January 31, 2009. Pursuant to the waiver and sixth amendment, the solvency requirements pertaining to RGCH Corp. contained in the Revolving Credit Facility have been waived, and specified defaults in connection therewith, for all periods prior to May 4, 2009 and the Revolving Credit Facility has been amended to exclude RGCH Corp. from all solvency requirements under the Revolving Credit Facility from and after May 4, 2009.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

The following exhibit is furnished herewith:

- 10.1\* Waiver and Amendment No. 6 to Credit Agreement, dated as of May 4, 2009, by and among RathGibson, Inc., the other persons designated as “Credit Parties” on the signature pages thereof, the financial institutions who are or thereafter become parties to the Agreement as Lenders, and General Electric Capital Corporation, as the initial L/C Issuer and as Agent.

\* Filed herewith.

## **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.

**RATHGIBSON, INC.**

/s/ Jon M. Smith

Jon M. Smith  
Chief Financial Officer

Date: May 8, 2009