

Item 1.01. Entry into a Material Definitive Agreement.

Overview

On June 19, 2009, RathGibson, Inc. (the “Company”) entered into an eighth amendment to its senior secured revolving credit facility (the “Revolving Credit Facility”), dated as of February 7, 2006, by and among the Company, RGCH Holdings Corp., Greenville Tube Company, the financial institutions who are or become lenders thereunder and General Electric Capital Corporation (in its individual capacity and as agent). The amendment was entered into in connection with a series of transactions pursuant to which Wayzata Opportunities Fund II, L.P. acquired all of the rights and obligations of the lenders under the Revolving Credit Facility. The amendment provides for: (i) modifications to certain terms of the Revolving Credit Facility; and (ii) a forbearance period with respect to any default or event of default under the Revolving Credit Facility existing on the effective date of the amendment.

Amendments to the Revolving Credit Facility

The amendments to the Revolving Credit Facility:

- (i) permit the Company to draw up to \$11.0 million under the Revolving Credit Facility as overadvances that would not otherwise be permitted by reference to the Company’s borrowing base during the period commencing on the effective date of the amendment and ending on the expiration of the forbearance period, as explained below;
- (ii) terminate the Company’s right to receive letters of credit under the Revolving Credit Facility; and
- (iii) modify the borrowing base under the Revolving Credit Facility to allow the lenders to waive, in whole or in part, the \$5.0 million reduction in the borrowing base as a result of the Company not maintaining a fixed charge coverage ratio (as defined in the agreement) of at least 1:1 for the most recent four fiscal quarters.

Forebearance

The amendment provides for a forbearance period with respect to any default or event of default under the Revolving Credit Facility that was in existence on the effective date of the amendment. The forbearance period commenced on the effective date of the amendment and will expire on June 30, 2009, subject to certain conditions that could accelerate the expiration of the forbearance period.

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: June 25, 2009