
**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 (Date of earliest event reported): April 20, 2010

RBS GLOBAL, INC.

(Exact name of Registrant as specified in its charter)

REXNORD LLC

(Exact name of Registrant as specified in its charter)

Delaware
(State of Incorporation)

333-102428-08

(Commission File Numbers)

Delaware
(State of Incorporation)

033-25967-01

01-0752045
(I.R.S. Employer Identification No.)

4701 Greenfield Avenue
Milwaukee, Wisconsin
(Address of principal executive offices)

04-3722228
(I.R.S. Employer Identification No.)

53214
(Zip Code)

(414) 643-3000
(Registrant's telephone number, including area code)

(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:

- 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))
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Item 1.01 Entry into a Material Definitive Agreement

On April 20, 2010, RBS Global, Inc. (“RBS Global”) and Rexnord LLC (“Rexnord” and, together with RBS Global, the “Companies”) entered into (i) a fifth supplemental indenture dated as of April 20, 2010 (the “2006 Notes Supplemental Indenture”) to the Indenture dated as of July 21, 2006, by and among the Companies, each of the guarantors party thereto, and Wells Fargo Bank, National Association, as Trustee, pursuant to which the 9.50% Senior Unsecured Notes due 2014 (the “2006 9.50% Notes”) were issued (as amended and supplemented, the “2006 Indenture”), (ii) a first supplemental indenture dated as of April 20, 2010 (the “2009 Notes Supplemental Indenture”) to the Indenture dated as of April 29, 2009, by and among the Companies, each of the guarantors party thereto, and Wells Fargo Bank, National Association, as Trustee, pursuant to which the 9.50% Senior Unsecured Notes due 2014 (the “2009 9.50% Notes”) were issued (as amended and supplemented, the “2009 Indenture”) and (iii) a fourth supplemental indenture dated as of April 20, 2010 (the “2007 Notes Supplemental Indenture”) to the Indenture dated as of February 7, 2007, by and among the Companies, each of the guarantors party thereto, and Wells Fargo Bank, National Association, as Trustee, pursuant to which the 8.875% Senior Unsecured Notes due 2016 (the “8.875% Notes”) were issued (as amended and supplemented, the “2007 Indenture” and, together with the 2006 Indenture and the 2009 Indenture, the “Indentures”).

The 2006 Notes Supplemental Indenture, the 2009 Notes Supplemental Indenture and the 2007 Notes Supplemental Indenture (together, the “Supplemental Indentures”) were entered into in connection with the Companies’ tender offers and consent solicitations with respect to the 2006 9.50% Notes, the 2009 9.50% Notes and the 8.875% Notes (together, the “Notes”) which were commenced April 7, 2010 (the “Tender Offers”). The Supplemental Indentures amend the terms governing the Notes to, among other things, eliminate substantially all of the material restrictive covenants, eliminate or modify certain events of default and eliminate or modify related provisions in the Indentures governing the Notes. The Supplemental Indentures will be effective upon execution, but the amendments to each Indenture will not be operative until the Companies accept at least a majority in principal amount of the applicable Notes for payment in the Tender Offers. In addition, the information in this Item, including Exhibits 4.1, 4.2 and 4.3, shall be deemed to be incorporated by reference to the Offer to Purchase and Consent Solicitation Statement dated April 7, 2010 (the “Offer to Purchase”) delivered in connection with the Tender Offers.

Item 8.01 Other Events

On April 21, 2010, the Companies issued a press release announcing that as of 5:00 p.m., New York City time, on April 20, 2010 (the “Consent Date”), holders of (i) \$794,142,000 aggregate principal amount of the 2006 9.50% Notes, (ii) \$196,257,000 aggregate principal amount of the 2009 9.50% Notes and (iii) \$76,977,000 aggregate principal amount of the 8.875% Notes, had tendered their Notes and consented to certain proposed amendments pursuant to the Companies’ previously announced Tender Offers. As of the Consent Date, (i) \$858,000 aggregate principal amount of the 2006 9.50% Notes have not been tendered, (ii) \$13,000 aggregate principal amount of the 2009 9.50% Notes have not been tendered and (iii) \$2,025,000 aggregate principal amount of the 8.875% Notes have not been tendered. The Tender Offers will expire at 12:00 midnight, New York City time, on May 4, 2010 unless extended or earlier terminated (the “Expiration Date”) and holders of Notes who validly tender their Notes after the Consent Date but on or before the Expiration Date will only be eligible to receive their tender offer consideration and will not receive the consent payment.

As a result of the requisite consents of the holders of the Notes, the Companies have entered into the Supplemental Indentures described above with each trustee under the Indenture for each series of Notes that give effect to the proposed amendments described in the Companies’ Offer to Purchase. The proposed amendments to each Indenture will eliminate substantially all of the material restrictive covenants, eliminate or modify certain events of default and eliminate or modify related provisions in the Indentures governing the Notes.

For additional information concerning the foregoing, a copy of the press release dated April 21, 2010 is attached hereto as Exhibit 99.1 and is incorporated herein by reference. In addition, the information in this Item, including Exhibit 99.1, shall be deemed to be incorporated by reference to the Offer to Purchase.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

- 4.1 Fifth Supplemental Indenture, dated April 20, 2010, to the Indenture dated as of July 21, 2006, respecting RBS Global, Inc.'s and Rexnord LLC's 9.50% Senior Unsecured Notes due 2014, among RBS Global, Inc., Rexnord LLC, the guarantors party thereto and Wells Fargo Bank, National Association, as Trustee.
- 4.2 First Supplemental Indenture, dated April 20, 2010, to the Indenture dated as of April 29, 2009, respecting RBS Global, Inc.'s and Rexnord LLC's 9.50% Senior Unsecured Notes due 2014, among RBS Global, Inc., Rexnord LLC, the guarantors party thereto and Wells Fargo Bank, National Association, as Trustee.
- 4.3 Fourth Supplemental Indenture, dated April 20, 2010, to the Indenture dated as of February 7, 2007, respecting RBS Global, Inc.'s and Rexnord LLC's 8.875% Senior Unsecured Notes due 2016, among RBS Global, Inc., Rexnord LLC, the guarantors party thereto and Wells Fargo Bank, National Association, as Trustee.
- 99.1 Text of press release, dated April 21, 2010.

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description</u>
4.1	Fifth Supplemental Indenture, dated April 20, 2010, to the Indenture dated as of July 21, 2006, respecting RBS Global, Inc.'s and Rexnord LLC's 9.50% Senior Unsecured Notes due 2014, among RBS Global, Inc., Rexnord LLC, the guarantors party thereto and Wells Fargo Bank, National Association, as Trustee.
4.2	First Supplemental Indenture, dated April 20, 2010, to the Indenture dated as of April 29, 2009, respecting RBS Global, Inc.'s and Rexnord LLC's 9.50% Senior Unsecured Notes due 2014, among RBS Global, Inc., Rexnord LLC, the guarantors party thereto and Wells Fargo Bank, National Association, as Trustee.
4.3	Fourth Supplemental Indenture, dated April 20, 2010, to the Indenture dated as of February 7, 2007, respecting RBS Global, Inc.'s and Rexnord LLC's 8.875% Senior Unsecured Notes due 2016, among RBS Global, Inc., Rexnord LLC, the guarantors party thereto and Wells Fargo Bank, National Association, as Trustee.
99.1	Text of Press Release, dated April 21, 2010

**SUPPLEMENTAL INDENTURE
TO THE INDENTURE**

RBS GLOBAL, INC.,

REXNORD LLC,

THE GUARANTORS SIGNATORY HERETO

AND

WELLS FARGO BANK, NATIONAL ASSOCIATION
as Trustee

FIFTH SUPPLEMENTAL INDENTURE

Dated as of April 20, 2010

to

Indenture

Dated as of July 21, 2006

9.50% Senior Unsecured Notes due 2014

THIS FIFTH SUPPLEMENTAL INDENTURE, dated as of April 20, 2010 (this “Fifth Supplemental Indenture”), is by and among RBS Global, Inc., a Delaware corporation (the “Company”), Rexnord LLC, a Delaware limited liability company (“Rexnord” and, together with RBS Global, the “Issuers”), the Guarantors and Wells Fargo Bank, National Association, as trustee (the “Trustee”).

WHEREAS, the Issuers, the Guarantors and the Trustee are party to that certain Indenture, dated as of July 21, 2006, providing for the issuance of 9.50% Senior Notes due 2014 (the “Notes”), as supplemented by that first supplemental indenture, dated as of July 21, 2006, that second supplemental indenture, dated as of February 7, 2007, that third supplemental indenture dated as of April 1, 2007 and that fourth supplemental indenture dated as of February 1, 2008 (the “Indenture”);

WHEREAS, the Issuers originally issued \$485 million aggregate principal amount of the Notes and, pursuant to the second supplemental indenture, issued \$310 million aggregate principal amount of Additional Securities (as defined in the Indenture);

WHEREAS, Section 9.02 of the Indenture provides that the Indenture may be amended with the consent of the Holders of at least a majority in principal amount of the Notes then outstanding (including without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes) (subject to certain exceptions);

WHEREAS, the Issuers desire and have requested the Trustee to join with them in entering into this Fifth Supplemental Indenture for the purpose of amending the Indenture in certain respects as permitted by Section 9.02 of the Indenture;

WHEREAS, the execution and delivery of this Fifth Supplemental Indenture has been authorized by the Board of Directors of each Issuer and of each Guarantor;

WHEREAS, (1) the Issuers have received the consent of the Holders of at least a majority in principal amount of the outstanding Notes and have satisfied all other conditions precedent, if any, provided under the Indenture to enable the Issuers, the Guarantors and the Trustee to enter into this Fifth Supplemental Indenture, all as certified by an Officers’ Certificate, delivered to the Trustee simultaneously with the execution and delivery of this Fifth Supplemental Indenture as contemplated by Section 9.02 of the Indenture, and (2) the Issuers have delivered to the Trustee simultaneously with the execution and delivery of this Fifth Supplemental Indenture an Officer’s Certificate and Opinion of Counsel relating to this Fifth Supplemental Indenture as contemplated by Section 9.06 of the Indenture; and

NOW, THEREFORE, in consideration of the above premises, each party hereby agrees, for the benefit of the others and for the equal and ratable benefit of the Holders of the Notes, as follows:

SECTION 1. Capitalized Terms. Capitalized terms used herein but not defined shall have the meanings assigned to them in the Indenture.

SECTION 2. Deletion of Definitions and Related References. Section 1.01 of the Indenture is hereby amended to delete in their entirety all terms and their respective definitions for which all references are eliminated in the Indenture as a result of the amendments set forth in Section 3 of this Fifth Supplemental Indenture.

SECTION 3. Amendments to the Indenture. The Indenture is hereby amended by deleting the following sections of the Indenture and all references thereto in the Indenture in their entirety:

Section 4.02 (Reports and Other Information)

Section 4.03 (Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock)

- Section 4.04 (Limitation on Restricted Payments)
- Section 4.05 (Dividend and Other Payment Restrictions Affecting Subsidiaries)
- Section 4.06 (Asset Sales)
- Section 4.07 (Transactions with Affiliates)
- Section 4.08 (Change of Control)
- Section 4.09 (Compliance Certificate)
- Section 4.10 (Further Instruments and Acts)
- Section 4.11 (Future Guarantors)
- Section 4.12 (Liens)
- Section 4.14 (Maintenance of Office or Agency)
- Section 5.01 (When Company May Merge or Transfer Assets - deleting clauses (a)(iii), (a)(iv), (a)(vii), and (b)(iii))
- Section 6.01 (Events of Default - deleting clauses (c), (d), (e), (f), (g), (h) and (i))
- Section 6.12 (Waiver of Stay or Extension Laws)
- Section 8.02 (Conditions to Defeasance - deleting clauses (ii), (iii), (iv), (v), (vii) and (viii))

SECTION 4. Severability. In case any provision in this Fifth Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 5. Successors. All agreements of the Issuers, the Guarantors and the Trustee in this Fifth Supplemental Indenture and the Notes shall bind their respective successors.

SECTION 6. Effectiveness. The provisions of Sections 2 and 3 of this Fifth Supplemental Indenture shall be effective at the time the Issuers accepts for purchase a majority in principal amount of the outstanding Notes issued under the Indenture.

SECTION 7. Endorsement and Change of Form of Notes. Any Notes authenticated and delivered after the close of business on the date that this Fifth Supplemental Indenture becomes effective may be affixed to, stamped, imprinted or otherwise legended by the Trustee, with a notation as follows:

“Effective as of [], 2010, the restrictive covenants of the Issuers and certain of the Events of Default and other provisions have been eliminated, as provided in the Fifth Supplemental Indenture, dated as of April 20, 2010. Reference is hereby made to said Fifth Supplemental Indenture, copies of which are on file with the Trustee, for a description of the amendments made therein.”

SECTION 8. Ratification of Indenture; Fifth Supplemental Indenture Part of Indenture. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Fifth Supplemental Indenture shall form a part of the Indenture for all purposes, and every holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby. Except as amended hereby, the Indenture, the Notes and the Guarantees are in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. Subject to Section 13.01 of the Indenture, in the case of conflict between the Indenture and this Fifth Supplemental Indenture, the provisions of this Fifth Supplemental Indenture shall control.

SECTION 9. Governing Law. THIS FIFTH SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 10. The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Fifth Supplemental Indenture or for or in respect of the recitals contained herein, all of which are made solely by the Issuers and the Guarantors. Except as otherwise expressly provided herein, no duties, responsibilities or liabilities are assumed, or shall be construed to be assumed by the Trustee by reason of this Fifth Supplemental Indenture. This Supplemental Indenture is executed and accepted by the Trustee subject to all the terms and conditions set forth in the Indenture with the same force and effect as if those terms and conditions were repeated at length herein and made applicable to the Trustee with respect hereto. In entering into this Fifth Supplemental Indenture, the Trustee shall be entitled to the benefit of every provision of the Indenture relating to the conduct or affecting the liability or affording protection to the Trustee, whether or not elsewhere herein so provided.

SECTION 11. Counterparts. The parties may sign any number of copies of this Fifth Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

SECTION 12. Effect of Headings. The Section headings herein are for convenience only and shall not effect the construction of this Fifth Supplemental Indenture.

[The rest of this page has been intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Fifth Supplemental Indenture to be duly executed as of the day and year written above.

RBS GLOBAL, INC.

By: /s/ Patricia M. Whaley
Name: Patricia M. Whaley
Title: Vice President, General Counsel and Secretary

REXNORD LLC

By: /s/ Patricia M. Whaley
Name: Patricia M. Whaley
Title: Vice President, General Counsel and Secretary

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

By: /s/ Jayne Sillman
Name: Jayne Sillman
Title: Vice President

**THE FALK SERVICE CORPORATION
PRAGER INCORPORATED
PT COMPONENTS, INC.
RBS ACQUISITION CORPORATION
RBS CHINA HOLDINGS, L.L.C.
REXNORD INDUSTRIES, LLC
REXNORD INTERNATIONAL INC.
W.M. BERG INC.
REXNORD-ZURN HOLDINGS, INC.
OEI, INC.
OEP, INC.
KRINKLES, INC.
KRINKLES EUROPE U.S.A., INC.
KRINKLES CANADA U.S.A., INC.
ZURCO, INC.
ZURN INTERNATIONAL, INC.
ZURN PEX, INC.
ENVIRONMENTAL ENERGY COMPANY
HL CAPITAL CORP.
ZURNACQ OF CALIFORNIA, INC.
ZURN CONSTRUCTORS, INC.
GARY CONCRETE PRODUCTS, INC.
SANITARY-DASH MANUFACTURING CO.,
INC.
ZURN EPC SERVICES, INC.
USI ATLANTIC CORP.
ZURN INDUSTRIES, LLC
GA INDUSTRIES HOLDINGS, LLC
GA INDUSTRIES, LLC
RODNEY HUNT COMPANY, INC.**

By: /s/ Patricia M. Whaley
Name: Patricia M. Whaley
Title: Vice President, General Counsel and Secretary

**SUPPLEMENTAL INDENTURE
TO THE INDENTURE**

RBS GLOBAL, INC.,

REXNORD LLC,

THE GUARANTORS SIGNATORY HERETO

AND

WELLS FARGO BANK, NATIONAL ASSOCIATION
as Trustee

FIRST SUPPLEMENTAL INDENTURE

Dated as of April 20, 2010

to

Indenture

Dated as of April 29, 2009

9.50% Senior Unsecured Notes due 2014

THIS FIRST SUPPLEMENTAL INDENTURE, dated as of April 20, 2010 (this “First Supplemental Indenture”), is by and among RBS Global, Inc., a Delaware corporation (the “Company”), Rexnord LLC, a Delaware limited liability company (“Rexnord”) and, together with RBS Global, the “Issuers”), the Guarantors and Wells Fargo Bank, National Association, as trustee (the “Trustee”).

WHEREAS, the Issuers, the Guarantors and the Trustee are party to that certain Indenture (the “Indenture”), dated as of April 29, 2009, providing for the issuance of 9.50% Senior Notes due 2014 (the “Notes”);

WHEREAS, the Issuers originally issued \$196,270,000 aggregate principal amount of the Notes;

WHEREAS, Section 9.02 of the Indenture provides that the Indenture may be amended with the consent of the Holders of at least a majority in principal amount of the Notes then outstanding (including without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes) (subject to certain exceptions);

WHEREAS, the Issuers desire and have requested the Trustee to join with them in entering into this First Supplemental Indenture for the purpose of amending the Indenture in certain respects as permitted by Section 9.02 of the Indenture;

WHEREAS, the execution and delivery of this First Supplemental Indenture has been authorized by the Board of Directors of each Issuer and of each Guarantor;

WHEREAS, (1) the Issuers have received the consent of the Holders of at least a majority in principal amount of the outstanding Notes and have satisfied all other conditions precedent, if any, provided under the Indenture to enable the Issuers, the Guarantors and the Trustee to enter into this First Supplemental Indenture, all as certified by an Officers’ Certificate, delivered to the Trustee simultaneously with the execution and delivery of this First Supplemental Indenture as contemplated by Section 9.02 of the Indenture, and (2) the Issuers have delivered to the Trustee simultaneously with the execution and delivery of this First Supplemental Indenture an Officer’s Certificate and Opinion of Counsel relating to this First Supplemental Indenture as contemplated by Section 9.06 of the Indenture; and

NOW, THEREFORE, in consideration of the above premises, each party hereby agrees, for the benefit of the others and for the equal and ratable benefit of the Holders of the Notes, as follows:

SECTION 1. Capitalized Terms. Capitalized terms used herein but not defined shall have the meanings assigned to them in the Indenture.

SECTION 2. Deletion of Definitions and Related References. Section 1.01 of the Indenture is hereby amended to delete in their entirety all terms and their respective definitions for which all references are eliminated in the Indenture as a result of the amendments set forth in Section 3 of this First Supplemental Indenture.

SECTION 3. Amendments to the Indenture. The Indenture is hereby amended by deleting the following sections of the Indenture and all references thereto in the Indenture in their entirety:

- Section 4.02 (Reports and Other Information)
- Section 4.03 (Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock)
- Section 4.04 (Limitation on Restricted Payments)
- Section 4.05 (Dividend and Other Payment Restrictions Affecting Subsidiaries)
- Section 4.06 (Asset Sales)
- Section 4.07 (Transactions with Affiliates)
- Section 4.08 (Change of Control)

Section 4.09	(Compliance Certificate)
Section 4.10	(Further Instruments and Acts)
Section 4.11	(Future Guarantors)
Section 4.12.	(Liens)
Section 4.14	(Maintenance of Office or Agency)
Section 5.01	(When Company May Merge or Transfer Assets - deleting clauses (a)(iii), (a)(iv), (a)(vii), and (b)(iii))
Section 6.01	(Events of Default - deleting clauses (c), (d), (e), (f), (g), (h) and (i))
Section 6.12	(Waiver of Stay or Extension Laws)
Section 8.02	(Conditions to Defeasance - deleting clauses (ii), (iii), (iv), (v), (vii) and (viii))

SECTION 4. Severability. In case any provision in this First Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 5. Successors. All agreements of the Issuers, the Guarantors and the Trustee in this First Supplemental Indenture and the Notes shall bind their respective successors.

SECTION 6. Effectiveness. The provisions of Sections 2 and 3 of this First Supplemental Indenture shall be effective at the time the Issuers accepts for purchase a majority in principal amount of the outstanding Notes issued under the Indenture.

SECTION 7. Endorsement and Change of Form of Notes. Any Notes authenticated and delivered after the close of business on the date that this First Supplemental Indenture becomes effective may be affixed to, stamped, imprinted or otherwise legended by the Trustee, with a notation as follows:

“Effective as of [], the restrictive covenants of the Issuers and certain of the Events of Default and other provisions have been eliminated, as provided in the First Supplemental Indenture, dated as of April 20, 2010. Reference is hereby made to said First Supplemental Indenture, copies of which are on file with the Trustee, for a description of the amendments made therein.”

SECTION 8. Ratification of Indenture; First Supplemental Indenture Part of Indenture. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This First Supplemental Indenture shall form a part of the Indenture for all purposes, and every holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby. Except as amended hereby, the Indenture, the Notes and the Guarantees are in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. Subject to Section 13.01 of the Indenture, in the case of conflict between the Indenture and this First Supplemental Indenture, the provisions of this First Supplemental Indenture shall control.

SECTION 9. Governing Law. THIS FIRST SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 10. The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this First Supplemental Indenture or for or in respect of the recitals contained herein, all of which are made solely by the Issuers and the Guarantors. Except as otherwise expressly provided herein, no duties, responsibilities or liabilities are assumed, or shall be construed to be assumed by the Trustee by reason of this First Supplemental Indenture. This First Supplemental Indenture is executed and accepted by the Trustee subject to all the terms and conditions set forth in the Indenture with the same force and effect as if those terms and conditions were repeated at length herein and made applicable to the Trustee with respect hereto. In entering into this First Supplemental Indenture, the Trustee shall be entitled to the benefit of every provision of the Indenture relating to the conduct or affecting the liability or affording protection to the Trustee, whether or not elsewhere herein so provided.

SECTION 11. Counterparts. The parties may sign any number of copies of this First Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

SECTION 12. Effect of Headings. The Section headings herein are for convenience only and shall not effect the construction of this First Supplemental Indenture.

[The rest of this page has been intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Indenture to be duly executed as of the day and year written above.

RBS GLOBAL, INC.

By: /s/ Patricia M. Whaley
Name: Patricia M. Whaley
Title: Vice President, General Counsel and Secretary

REXNORD LLC

By: /s/ Patricia M. Whaley
Name: Patricia M. Whaley
Title: Vice President, General Counsel and Secretary

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

By: /s/ Jayne Sillman
Name: Jayne Sillman
Title: Vice President

**THE FALK SERVICE CORPORATION
PRAGER INCORPORATED
PT COMPONENTS, INC.
RBS ACQUISITION CORPORATION
RBS CHINA HOLDINGS, L.L.C.
REXNORD INDUSTRIES, LLC
REXNORD INTERNATIONAL INC.
W.M. BERG INC.
REXNORD-ZURN HOLDINGS, INC.
OEI, INC.
OEP, INC.
KRINKLES, INC.
KRINKLES EUROPE U.S.A., INC.
KRINKLES CANADA U.S.A., INC.
ZURCO, INC.
ZURN INTERNATIONAL, INC.
ZURN PEX, INC.
ENVIRONMENTAL ENERGY COMPANY
HL CAPITAL CORP.
ZURNACQ OF CALIFORNIA, INC.
ZURN CONSTRUCTORS, INC.
GARY CONCRETE PRODUCTS, INC.
SANITARY-DASH MANUFACTURING CO.,
INC.
ZURN EPC SERVICES, INC.
USI ATLANTIC CORP.
ZURN INDUSTRIES, LLC
GA INDUSTRIES HOLDINGS, LLC
GA INDUSTRIES, LLC
RODNEY HUNT COMPANY, INC.**

By: /s/ Patricia M. Whaley

Name: Patricia M. Whaley

Title: Vice President, General Counsel and
Secretary

**SUPPLEMENTAL INDENTURE
TO THE INDENTURE**

RBS GLOBAL, INC.,

REXNORD LLC,

THE GUARANTORS SIGNATORY HERETO

AND

WELLS FARGO BANK, NATIONAL ASSOCIATION
as Trustee

FOURTH SUPPLEMENTAL INDENTURE

Dated as of April 20, 2010

to

Indenture

Dated as of February 7, 2007

8.875% Senior Unsecured Notes due 2016

THIS FOURTH SUPPLEMENTAL INDENTURE, dated as of April 20, 2010 (this “Fourth Supplemental Indenture”), is by and among RBS Global, Inc., a Delaware corporation (the “Company”), Rexnord LLC, a Delaware limited liability company (“Rexnord” and, together with RBS Global, the “Issuers”), the Guarantors and Wells Fargo Bank, National Association, as trustee (the “Trustee”).

WHEREAS, the Issuers, the Guarantors and the Trustee are party to that certain Indenture, dated as of February 7, 2007, providing for the issuance of 8.875% Senior Notes due 2016 (the “Notes”); as supplemented by that first supplemental indenture, dated as of February 7, 2007, that second supplemental indenture, dated as of April 1, 2007 and that third supplemental indenture dated as of February 1, 2008 (the “Indenture”);

WHEREAS, the Issuers originally issued \$150 million aggregate principal amount of the Notes;

WHEREAS, Section 9.02 of the Indenture provides that the Indenture may be amended with the consent of the Holders of at least a majority in principal amount of the Notes then outstanding (including without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes) (subject to certain exceptions);

WHEREAS, the Issuers desire and have requested the Trustee to join with them in entering into this Fourth Supplemental Indenture for the purpose of amending the Indenture in certain respects as permitted by Section 9.02 of the Indenture;

WHEREAS, the execution and delivery of this Fourth Supplemental Indenture has been authorized by the Board of Directors of each Issuer and of each Guarantor;

WHEREAS, (1) the Issuers have received the consent of the Holders of at least a majority in principal amount of the outstanding Notes and have satisfied all other conditions precedent, if any, provided under the Indenture to enable the Issuers, the Guarantors and the Trustee to enter into this Fourth Supplemental Indenture, all as certified by an Officers’ Certificate, delivered to the Trustee simultaneously with the execution and delivery of this Fourth Supplemental Indenture as contemplated by Section 9.02 of the Indenture, and (2) the Issuers have delivered to the Trustee simultaneously with the execution and delivery of this Fourth Supplemental Indenture an Officer’s Certificate and Opinion of Counsel relating to this Fourth Supplemental Indenture as contemplated by Section 9.06 of the Indenture; and

NOW, THEREFORE, in consideration of the above premises, each party hereby agrees, for the benefit of the others and for the equal and ratable benefit of the Holders of the Notes, as follows:

SECTION 1. Capitalized Terms. Capitalized terms used herein but not defined shall have the meanings assigned to them in the Indenture.

SECTION 2. Deletion of Definitions and Related References. Section 1.01 of the Indenture is hereby amended to delete in their entirety all terms and their respective definitions for which all references are eliminated in the Indenture as a result of the amendments set forth in Section 3 of this Fourth Supplemental Indenture.

SECTION 3. Amendments to the Indenture. The Indenture is hereby amended by deleting the following sections of the Indenture and all references thereto in the Indenture in their entirety:

- Section 4.02 (Reports and Other Information)
- Section 4.03 (Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock)
- Section 4.04 (Limitation on Restricted Payments)
- Section 4.05 (Dividend and Other Payment Restrictions Affecting Subsidiaries)
- Section 4.06 (Asset Sales)
- Section 4.07 (Transactions with Affiliates)

- Section 4.08 (Change of Control)
- Section 4.09 (Compliance Certificate)
- Section 4.10 (Further Instruments and Acts)
- Section 4.11 (Future Guarantors)
- Section 4.12 (Liens)
- Section 4.14 (Maintenance of Office or Agency)
- Section 5.01 (When Company May Merge or Transfer Assets - deleting clauses (a)(iii), (a)(iv), (a)(vii), and (b)(iii))
- Section 6.01 (Events of Default - deleting clauses (c), (d), (e), (f), (g), (h) and (i))
- Section 6.12 (Waiver of Stay or Extension Laws)
- Section 8.02 (Conditions to Defeasance - deleting clauses (ii), (iii), (iv), (v), (vii) and (viii))

SECTION 4. Severability. In case any provision in this Fourth Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 5. Successors. All agreements of the Issuers, the Guarantors and the Trustee in this Fourth Supplemental Indenture and the Notes shall bind their respective successors.

SECTION 6. Effectiveness. The provisions of Sections 2 and 3 of this Fourth Supplemental Indenture shall be effective at the time the Issuers accepts for purchase a majority in principal amount of the outstanding Notes issued under the Indenture.

SECTION 7. Endorsement and Change of Form of Notes. Any Notes authenticated and delivered after the close of business on the date that this Fourth Supplemental Indenture becomes effective may be affixed to, stamped, imprinted or otherwise legended by the Trustee, with a notation as follows:

“Effective as of [], 2010, the restrictive covenants of the Issuers and certain of the Events of Default and other provisions have been eliminated, as provided in the Fourth Supplemental Indenture, dated as of April 20, 2010. Reference is hereby made to said Fourth Supplemental Indenture, copies of which are on file with the Trustee, for a description of the amendments made therein.”

SECTION 8. Ratification of Indenture; Fourth Supplemental Indenture Part of Indenture. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Fourth Supplemental Indenture shall form a part of the Indenture for all purposes, and every holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby. Except as amended hereby, the Indenture, the Notes and the Guarantees are in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. Subject to Section 13.01 of the Indenture, in the case of conflict between the Indenture and this Fourth Supplemental Indenture, the provisions of this Fourth Supplemental Indenture shall control.

SECTION 9. Governing Law. THIS FOURTH SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 10. The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Fourth Supplemental Indenture or for or in respect of the recitals contained herein, all of which are made solely by the Issuers and the Guarantors. Except as otherwise expressly provided herein, no duties, responsibilities or liabilities are assumed, or shall be construed to be assumed by the Trustee by reason of this Fourth Supplemental Indenture. This Fourth Supplemental Indenture is executed and accepted by the Trustee subject

to all the terms and conditions set forth in the Indenture with the same force and effect as if those terms and conditions were repeated at length herein and made applicable to the Trustee with respect hereto. In entering into this Fourth Supplemental Indenture, the Trustee shall be entitled to the benefit of every provision of the Indenture relating to the conduct or affecting the liability or affording protection to the Trustee, whether or not elsewhere herein so provided.

SECTION 11. Counterparts. The parties may sign any number of copies of this Fourth Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

SECTION 12. Effect of Headings. The Section headings herein are for convenience only and shall not effect the construction of this Fourth Supplemental Indenture.

[The rest of this page has been intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Supplemental Indenture to be duly executed as of the day and year written above.

RBS GLOBAL, INC.

By: /s/ Patricia M. Whaley
Name: Patricia M. Whaley
Title: Vice President, General Counsel and Secretary

REXNORD LLC

By: /s/ Patricia M. Whaley
Name: Patricia M. Whaley
Title: Vice President, General Counsel and Secretary

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

By: /s/ Jayne Sillman
Name: Jayne Sillman
Title: Vice President

**THE FALK SERVICE CORPORATION
PRAGER INCORPORATED
PT COMPONENTS, INC.
RBS ACQUISITION CORPORATION
RBS CHINA HOLDINGS, L.L.C.
REXNORD INDUSTRIES, LLC
REXNORD INTERNATIONAL INC.
W.M. BERG INC.
REXNORD-ZURN HOLDINGS, INC.
OEI, INC.
OEP, INC.
KRINKLES, INC.
KRINKLES EUROPE U.S.A., INC.
KRINKLES CANADA U.S.A., INC.
ZURCO, INC.
ZURN INTERNATIONAL, INC.
ZURN PEX, INC.
ENVIRONMENTAL ENERGY COMPANY
HL CAPITAL CORP.
ZURNACQ OF CALIFORNIA, INC.
ZURN CONSTRUCTORS, INC.
GARY CONCRETE PRODUCTS, INC.
SANITARY-DASH MANUFACTURING CO., INC.
ZURN EPC SERVICES, INC.
USI ATLANTIC CORP.
ZURN INDUSTRIES, LLC
GA INDUSTRIES HOLDINGS, LLC
GA INDUSTRIES, LLC
RODNEY HUNT COMPANY, INC.**

By: /s/ Patricia M. Whaley
Name: Patricia M. Whaley
Title: Vice President, General Counsel and Secretary



April 21, 2010

Contact Information:

Michael H. Shapiro
 Vice President and Chief
 Financial Officer
 414-643-3000

FOR IMMEDIATE RELEASE

RBS Global, Inc. and Rexnord LLC Receive Required Consents in Connection with Tender Offers and Consent Solicitations for Certain of their Outstanding Notes

Milwaukee, WI – April 21, 2010

Pursuant to their previously announced tender offers and consent solicitations, RBS Global, Inc. (“RBS Global”) and Rexnord LLC (“Rexnord” and, together with RBS Global, the “Companies”) received tenders and consents from the holders of (i) \$794,142,000 aggregate principal amount, or approximately 99.89%, of their 9.50% Senior Unsecured Notes due 2014 (the “2006 9.50% Notes”), (ii) \$196,257,000 aggregate principal amount, or approximately 99.99%, of their 9.50% Senior Unsecured Notes due 2014 (the “2009 9.50% Notes”) and (iii) \$76,977,000 aggregate principal amount, or approximately 97.44%, of their 8.875% Senior Unsecured Notes due 2016 (the “8.875% Notes”, and, together with the 2006 9.50% Notes and the 2009 9.50% Notes, the “Notes”) by the expiration of the consent payment deadline, April 20, 2010 at 5:00 p.m., New York City time (the “Consent Date”). The consents received exceeded the number needed to approve the proposed amendments to each indenture (the “Proposed Amendments”) under which the Notes were issued (each an “Indenture” and collectively, the “Indentures”). The complete terms and conditions of the tender offers and consent solicitations for the Notes are detailed in the Companies’ Offer to Purchase and Consent Solicitation Statement dated April 7, 2010 and the related Consent and Letter of Transmittal (the “Tender Offer Documents”).

Under the terms of the tender offers, the Companies and the trustee under each Indenture have entered into supplemental indentures that will, once operative, effect the Proposed Amendments to each Indenture governing each series of the Notes. The Proposed Amendments will eliminate substantially all of the material restrictive covenants, eliminate or modify certain events of default and eliminate or modify related provisions in the Indentures governing the Notes. The supplemental indentures will become operative upon acceptance of at least a majority in principal amount of Notes for payment by the Companies pursuant to the tender offers.

Each holder who validly tendered its Notes and delivered consents to the Proposed Amendments prior to the Consent Date will receive, if such Notes are accepted for purchase pursuant to the tender offers, the total consideration of (1) \$1,060.00 per \$1,000 principal amount of 2006 9.50% Notes or 2009 9.50% Notes tendered, which includes \$1,000.00 as the tender offer consideration and \$60.00 as a consent payment; and (2) \$1,052.50 per \$1,000 principal amount of 8.875% Notes tendered, which includes \$1,000.00 as the tender offer consideration and \$52.50 as a consent payment. In addition, accrued interest up to, but not including, the applicable payment date of the Notes will be paid in cash on all validly tendered and accepted Notes.

Each tender offer is scheduled to expire at 12:00 midnight, New York City time, on May 4, 2010, unless extended or earlier terminated (the “Expiration Date”). Because the Consent Date has passed, tendered Notes may no longer be withdrawn and consents may no longer be revoked at any time, except to the extent that the Companies are required by law to provide additional withdrawal rights. Holders who validly tender their Notes and deliver their consents after the Consent Date will receive only the tender offer consideration and will not be entitled to receive a consent payment if such Notes are accepted for purchase pursuant to the tender offers.

Subject to satisfaction of the terms and conditions described in the Tender Offer Documents, the Companies may accept for purchase prior to the Expiration Date Notes tendered prior to the Consent Date.

All the conditions set forth in the Tender Offer Documents remain unchanged. If any of the conditions are not satisfied, the Companies may terminate the tender offers and return tendered Notes. The Companies have the right to waive any of the foregoing conditions with respect to the Notes of any or all series and to consummate any or all of the tender offers and the consent solicitations. In addition, the Companies have the right, in their sole discretion, to terminate the tender offers and/or the consent solicitations at any time, subject to applicable law.

This announcement shall not constitute an offer to purchase or a solicitation of an offer to sell any securities. The tender offers and consent solicitations are being made only through, and subject to the terms and conditions set forth in, the Tender Offer Documents and related materials.

Credit Suisse Securities (USA) LLC is the Dealer Manager and Solicitation Agent for the tender offers and consent solicitations. Questions regarding the tender offers or consent solicitations may be directed to Credit Suisse Securities (USA) LLC at (800) 820-1653 (toll-free) or at (212) 538-2147 (collect).

D.F. King & Co., Inc. is the Information Agent for the tender offers and consent solicitations. Requests for the Tender Offer Documents may be directed to D.F. King & Co., Inc. at (212) 269-5550 (for brokers and banks) or (800) 290-6426 (for all others).

Neither of the Companies' respective boards of directors nor any other person makes any recommendation as to whether holders of Notes should tender their Notes or provide the related consents, and no one has been authorized to make such a recommendation. Holders of Notes must make their own decisions as to whether to tender their Notes and provide the related consents, and if they decide to do so, the principal amount of the Notes to tender. Holders of the Notes should read carefully the Tender Offer Documents and related materials before any decision is made with respect to the tender offers and consent solicitations.

About RBS Global and Rexnord LLC

RBS Global is the parent company of Rexnord LLC. Headquartered in Milwaukee, Wisconsin, we believe we are a leading, global multi-platform industrial company comprised of two strategic platforms: Power Transmission and Water Management, with approximately 5,700 employees worldwide. Our Power Transmission products include gears, couplings, industrial bearings, flattop chain and modular conveyer belts, special components, industrial chain and conveying equipment and aerospace bearings and seals. Our Water Management products include professional grade specification drainage, water control, PEX piping and commercial brass products. Additional information about the Companies can be found at www.rexnord.com and www.zurn.com.

Forward-Looking Statements

Information in this release may involve guidance, expectations, beliefs, plans, intentions or strategies regarding the future. These forward-looking statements involve risks and uncertainties. All forward-looking statements included in this release are based upon information available to the Companies as of the date of the release, and the Companies assume no obligation to update any such forward-looking statements. The statements in this release are not guarantees of future performance and actual results could differ materially from current expectations. Numerous factors could cause or contribute to such differences. Please refer to the Companies' annual, quarterly and current reports filed on Forms 10-K, 10-Q and 8-K from time to time with the Securities and Exchange Commission for a further discussion of the factors and risks associated with the business.

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