

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 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): June 19, 2006

RBS GLOBAL, INC.
(Exact name of Registrant as specified in its charter)

Delaware
(State of Incorporation)

333-102428

(Commission File Numbers)

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

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

REXNORD CORPORATION
(Exact name of Registrant as specified in its charter)

Delaware
(State of Incorporation)

033-25967-01

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 June 19, 2006, RBS Global, Inc. ("RBS Global") and its wholly-owned subsidiary, Rexnord Corporation ("Rexnord"), in connection with RBS Global's previously announced tender offer and consent solicitation with respect to the 10¹/₈% Senior Subordinated Notes due 2012 (the "Notes") of Rexnord, entered into a Supplemental Indenture, dated as of June 19, 2006, by and among Rexnord, RBS Global, the subsidiary guarantors party thereto and Wells Fargo Bank, N.A., as trustee (the "Supplemental Indenture"), supplementing that certain Indenture, dated as of November 25, 2002, pursuant to which the Notes were issued (as supplemented, the "Indenture").

The Supplemental Indenture effects certain amendments to the Indenture proposed in connection with the tender offer and consent solicitation, which amendments will eliminate substantially all of the restrictive covenants and eliminate or modify certain events of default and related provisions contained in the Indenture. The amendments will not, however, become operative until the Notes tendered in the tender offer and consent solicitation are accepted for purchase by RBS Global pursuant to the terms of the tender offer and consent solicitation.

A copy of the Supplemental Indenture, attached hereto as Exhibit 4.1, is incorporated herein by reference.

Item 7.01 Regulation FD Disclosure.

On June 19, 2006, RBS Global issued a press release announcing (i) the receipt of the requisite consents in connection with RBS Global's previously announced tender offer and consent solicitation with respect to the Notes, (ii) the execution of the Supplemental Indenture and (iii) the pricing terms of the tender offer and consent solicitation. A copy of this press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

The information included in this Item 7.01, including Exhibit 99.1, shall be deemed not to be "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, regardless of any incorporation by reference language in any such filing, except as expressly set forth by specific reference in such filing.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
4.1	Second Supplemental Indenture, dated as of June 19, 2006, by and among Rexnord, the guarantors named therein and Wells Fargo Bank, N.A., supplementing that certain Indenture, dated as of November 25, 2002, pursuant to which the 10 ¹ / ₈ % Senior Subordinated Notes due 2012 of Rexnord were issued.
99.1	Press Release, dated June 19, 2006.

SIGNATURES

Pursuant to the requirements of Section 13 of the Securities Exchange Act of 1934, as amended, the Co-registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized this 19th day of June, 2006.

REXNORD CORPORATION

By: /s/ Thomas J. Jansen

Thomas J. Jansen
Vice President and Chief Financial Officer

Pursuant to the requirements of Section 13 of the Securities Exchange Act of 1934, as amended, the Co-registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized this 19th day of June, 2006.

RBS GLOBAL, INC.

By: /s/ Thomas J. Jansen

Thomas J. Jansen
Vice President and Chief Financial Officer

**EXHIBIT INDEX
TO
FORM 8-K CURRENT REPORT
Date of Report: June 19, 2006**

<u>Exhibit No.</u>	<u>Description</u>
4.1	Second Supplemental Indenture, dated as of June 19, 2006, by and among Rexnord, the guarantors named therein and Wells Fargo Bank, N.A., supplementing that certain Indenture, dated as of November 25, 2002, pursuant to which the 10 ¹ / ₈ % Senior Subordinated Notes due 2012 of Rexnord were issued.
99.1	Press Release, dated June 19, 2006.

**SECOND SUPPLEMENTAL INDENTURE
TO THE INDENTURE**

**REXNORD CORPORATION,
THE GUARANTORS SIGNATORY HERETO**

AND

WELLS FARGO BANK, N.A.
as Trustee

SECOND SUPPLEMENTAL INDENTURE

Dated as of June 19, 2006

to

Indenture

Dated as of November 25, 2002

10¹/₈% Senior Subordinated Notes due 2012

THIS SECOND SUPPLEMENTAL INDENTURE, dated as of June 19, 2006 (this "*Supplemental Indenture*"), is by and among Rexnord Corporation, a Delaware corporation (the "*Issuer*"), the Guarantors and Wells Fargo Bank, N.A., as trustee (the "*Trustee*").

WHEREAS, the Issuer and the Trustee have entered into that certain Indenture dated as of November 25, 2002, providing for the issuance of 10 ¹/₈% Senior Subordinated Notes due 2012 (the "*Notes*"), and a First Supplemental Indenture thereto, dated as of May 16, 2005 (together, the "*Indenture*"),

WHEREAS, the Issuer has issued \$225 million in 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 consents obtained in connection with a tender offer or exchange for Notes) (subject to certain exceptions);

WHEREAS, the Issuer desires and has requested the Trustee to join with it in entering into this 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 Supplemental Indenture has been authorized by the Board of Directors of the Issuer and of each Guarantor; and

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

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:

ARTICLE I DEFINITIONS

Section 1.1 Deletion of Definitions and Related References. Section 1.01 of the Indenture is hereby amended to delete in its 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 Article II of this Supplemental Indenture.

ARTICLE II AMENDMENTS TO INDENTURE

Section 2.1 Amendments to the Indenture. The Indenture is hereby amended by:

(i) deleting the following sections of the Indenture and all references thereto in the Indenture in their entirety:

- Section 4.02 (SEC Reports)
- Section 4.03 (Limitation on Indebtedness)
- Section 4.04 (Limitation on Restricted Payments)
- Section 4.05 (Limitation on Restrictions on Distributions from Restricted Subsidiaries)
- Section 4.06 (Limitation on Sales of Assets and Subsidiary Stock)
- Section 4.07 (Limitation on Affiliate Transactions)

Section 4.08 (Limitation on the Sale or Issuance of Capital Stock of Restricted Subsidiaries)
Section 4.09 (Change of Control)
Section 4.10 (Limitation on Line of Business)
Section 4.11 (Future Guarantors)
Section 5.01 (When Company May Merge or Transfer Assets)
Sections 6.01(3), 6.01(4), 6.01(6), 6.01(9) and 6.01(10);

(ii) amending Section 4.12 of the Indenture, together with all necessary conforming changes to the Indenture, to read in its entirety as follows:

“Section 4.12. TIA Compliance. The Company shall comply with TIA Section 314(a)(4).”

(iii) amending the definition of “Unrestricted Subsidiary” in Section 1.01 of the Indenture to delete the last two paragraphs of such definition;

(iv) adding the following section, together with all necessary conforming changes, to the Indenture as Section 5.01:

“Section 5.01. Successor Corporation Substituted. Upon any consolidation, combination or merger or any transfer of all or substantially all of the assets of the Company in which the Company is not the surviving or continuing corporation, the successor Person formed by such consolidation or into which the Company is merged or to which such conveyance, lease or transfer is made shall succeed to, and be substituted for, and may exercise every right and power of, the Company hereunder and the Notes with the same effect as if such surviving entity had been named as such.”

ARTICLE III MISCELLANEOUS PROVISIONS

Section 3.1 Indenture. Except as 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 Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered under the Indenture shall be bound by the Indenture as amended hereby. Subject to Section 13.01 of the Indenture, in the case of conflict between the Indenture and this Supplemental Indenture, the provisions of this Supplemental Indenture shall control.

Section 3.2 Severability. In case any provision in this 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 3.3 Capitalized Terms. Capitalized terms used herein but not defined shall have the meanings assigned to them in the Indenture.

Section 3.4 Effect of Headings. The Article and Section headings used herein are for convenience only and shall not affect the construction of this Supplemental Indenture.

Section 3.5 Trustee Makes No Representations. The Trustee makes no representation as to the validity or sufficiency of this Supplemental Indenture.

Section 3.6 Certain Duties and Responsibilities of the 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 or affording protection to the Trustee, whether or not elsewhere herein so provided.

Section 3.7 Governing Law. THIS SUPPLEMENTAL INDENTURE AND THE NOTES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW

YORK BUT WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

Section 3.8 Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent one and the same agreement.

Section 3.9 Successors. All agreements of the Issuer, the Guarantors and the Trustee in this Supplemental Indenture and the Notes shall bind their respective successors.

Section 3.10 Effectiveness. The provisions of Articles I and II of this Supplemental Indenture shall be effective at the time the Issuer accepts for purchase a majority in principal amount of the outstanding Notes issued under the Indenture.

Section 3.11 Endorsement and Change of Form of Notes. Any Notes authenticated and delivered after the close of business on the date that this Supplemental Indenture becomes effective may be affixed to, stamped, imprinted or otherwise legended by the Trustee, with a notation as follows:

“Effective as of , 2006, the restrictive covenants of the Indenture and certain of the Events of Default have been eliminated, as provided in the Second Supplemental Indenture, dated as of June 19, 2006. Reference is hereby made to said Second Supplemental Indenture, copies of which are on file with the Trustee, for a description of the amendments made therein.”

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

REXNORD CORPORATION

By: /s/ Thomas Jansen
Name: Thomas Jansen
Title: Chief Financial Officer

RBS GLOBAL, INC.

By: /s/ Thomas Jansen
Name: Thomas Jansen
Title: Chief Financial Officer

WELLS FARGO BANK, N.A., as Trustee

By: /s/ Timothy P. Mowdy
Name: Timothy P. Mowdy
Title: Vice President

SUBSIDIARY GUARANTORS:

**THE FALK SERVICE CORPORATION
PRAGER INCORPORATED
PT COMPONENTS, INC.
RBS ACQUISITION CORPORATION
RBS CHINA HOLDINGS, L.L.C.
REXNORD INDUSTRIES, LLC
REXNORD INTERNATIONAL INC.
REXNORD PUERTO RICO INC.
W.M. BERG INC.**

By: /s/ Thomas Jansen
Name: Thomas Jansen
Title: Chief Financial Officer



June 19, 2006

Contact Information:
 Thomas J. Jansen
 Chief Financial Officer
 414-643-2252

FOR IMMEDIATE RELEASE

RBS Global Announces Receipt of Requisite Consents, Execution of Supplemental Indenture and Pricing of Tender Offer

Milwaukee, WI – June 19, 2006

RBS Global, Inc. (“RBS Global”) announced today the results to date and the pricing terms of its previously announced cash tender offer and consent solicitation with respect to the 10¹/₈% Senior Subordinated Notes due 2012 (the “Notes”) of its wholly owned subsidiary Rexnord Corporation (“Rexnord”).

As of 5:00 p.m., New York City time, on June 15, 2006 (the “Consent Date”), which was the deadline for holders who desired to receive the cash consent payment to tender their Notes and deliver their consents, RBS Global had received tenders and consents for \$217.314 million in aggregate principal amount of the Notes, representing 96.58% of the outstanding Notes.

Accordingly, the requisite consents to adopt the proposed amendments to the indenture pursuant to which the Notes were issued have been received, and a supplemental indenture to effect the proposed amendments has been executed. The proposed amendments, which will eliminate substantially all of the restrictive covenants and eliminate or modify certain events of default and related provisions contained in the indenture, will become operative when the tendered Notes are accepted for purchase by RBS Global.

The total consideration for the Notes was determined as of 10:00 a.m., New York City time, on June 16, 2006, by reference to a fixed spread of 50 basis points above the yield to maturity of the applicable U.S. Treasury security as described in the Offer to Purchase and Consent Solicitation Statement of RBS Global, dated June 2, 2006 (the “Statement”). The reference yield for the Notes was 5.201%.

The total consideration per \$1,000 principal amount of Notes that were validly tendered prior to the Consent Date (the “Total Consideration”) is \$1,107.34, which includes a cash consent payment of \$30.00. Holders who tender their Notes and deliver their consents after the Consent Date, but prior to the Expiration Date, will receive the tender offer consideration, which consists of the Total Consideration less the cash consent payment of \$30.00 per \$1,000 principal amount of tendered Notes. All holders of Notes validly tendered prior to the Expiration Date will receive accrued and unpaid interest on their tendered Notes up to, but not including, the payment date for the tender offer and consent solicitation.

Withdrawal and revocation rights with respect to tendered Notes and delivered consents expired as of the Consent Date. Accordingly, holders may no longer withdraw any Notes previously or hereafter tendered or revoke any consents previously or hereafter delivered, except in the limited circumstances described in the Statement.

The tender offer and consent solicitation remains open and is scheduled to expire at 5:00 p.m., New York City time, on June 30, 2006, unless extended (the “Expiration Date”).

The consummation of the tender offer is conditioned upon, among other things, (i) the consummation of the previously announced acquisition of RBS Global by affiliates of Apollo Management, L.P., and (ii) the receipt of \$1,420 million in new debt financing relating to such acquisition and the availability of funds therefrom to pay the tender offer consideration described above. If any of the conditions are not satisfied, RBS Global may terminate the tender offer and return tendered Notes, may waive unsatisfied conditions and accept for payment and purchase all validly tendered Notes that are not validly withdrawn prior to expiration, may extend the tender offer or may amend the tender offer.

The complete terms and conditions of the tender offer and consent solicitation are described in the Statement and the related Consent and Letter of Transmittal, copies of which may be obtained by contacting D.F. King & Co., Inc., the information agent for the tender offer and consent solicitation, at (212) 269-5550 or (800) 714-3312 (toll free). Questions regarding the tender offer and consent solicitation may be directed to the Dealer Manager and Solicitation Agent for the tender offer and consent solicitation: Credit Suisse Securities (USA) LLC, which may be contacted at (212) 538-0652 or (800) 820-1653 (toll free).

This announcement is not an offer to purchase, a solicitation of an offer to purchase or a solicitation of consents with respect to any securities. The tender offer and consent solicitation is being made solely by the Statement and the related Consent and Letter of Transmittal.

About RBS Global and Rexnord Corporation

RBS Global is the parent company of Rexnord. Headquartered in Milwaukee, Wisconsin, Rexnord is a leading worldwide manufacturer of highly-engineered precision motion technology products, primarily focused on power transmission with approximately 5,800 employees worldwide. Rexnord products are sold around the world by over 300 direct sales representatives through a network of multiple service centers and warehouses backed by hundreds of independent stocking distributors.

Forward-Looking Statements

Statements in this release that are not strictly historical may be "forward-looking" statements, which involve risks and uncertainties. These include economic and currency conditions, market demand, pricing, and competitive and technological factors, among others, as set forth in SEC filings. We undertake no obligation to publicly update or review any forward-looking statement, whether as a result of new information, future developments or otherwise, except as otherwise required by law.

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