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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

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**FORM 8-K**

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**CURRENT REPORT  
Pursuant to Section 13 or 15(d)  
of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): August 12, 2014**

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**MRC GLOBAL INC.**  
(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-35479**  
(Commission  
File Number)

**20-5956993**  
(I.R.S. Employer  
Identification Number)

**2 Houston Center, 909 Fannin, Suite 3100,  
Houston, TX 77010**  
(Address of principal executive offices, including zip code)

**Registrant's telephone number, including area code: (877) 294-7574**

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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))
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## **Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers**

As part of an initiative to further streamline the management structure of MRC Global Inc. (the “Company”) as well as to address orderly succession planning for senior management, effective as of September 1, 2014, the Company has elected the following officers, who will report directly to Andrew Lane, Chairman, President and Chief Executive Officer of the Company:

- Steinar Aasland, Senior Vice President, Europe Region
- John Bowhay, Senior Vice President, Asia Pacific & Middle East Region
- Jim Dionisio, Senior Vice President, Supply Chain Management – Energy Tubular Products
- Scott Hutchinson, Senior Vice President, North America Operations
- Rory Isaac, Senior Vice President, Business Development
- Gary Ittner, Senior Vice President, Supply Chain Management – Valves, Fittings, Flanges, Alloys & Oilfield Supply

James Braun, Executive Vice President and Chief Financial Officer, and Daniel Churay, Executive Vice President – Corporate Affairs, General Counsel & Corporate Secretary, will continue to report to Andrew Lane.

Pursuant to their respective employment agreements, each of Alan Colonna and Messrs. Isaac and Ittner have the option to resign from service with the Company for Good Reason (as defined in each employment agreement) due to the elimination of their respective positions of Executive Vice President – Business Development and U.S. Operations, Executive Vice President – International Operations and Executive Vice President – Supply Chain Management and their assignment to positions with reduced responsibilities. In the case of their resignation for Good Reason, each of them is entitled to the separation benefits that his employment agreement provides for a separation for Good Reason. Messrs. Colonna, Isaac and Ittner have 30, 33 and 41 years of service with the Company, respectively. Mr. Colonna has decided to resign effective as of August 31, 2014 and receive these benefits. The Company has requested that Mr. Isaac remain with the Company until the end of 2016 and that Mr. Ittner remain with the Company through the end of 2015. Each of them has agreed to remain with the Company and suspend receipt of the separation benefits that their respective employment agreements provide until they actually separate from service. The Company expects to incur a pre-tax charge of approximately \$3.8 million in the third quarter of 2014 in connection with these actions.

## **Item 9.01. Financial Statements and Exhibits**

<u>Exhibit Number</u>	<u>Description</u>
10.1	Form of Employment Agreement by and among MRC Global Inc. and each of its executive officers (Incorporated by reference to Exhibit 10.5 to the Annual Report on Form 10-K for the year ended December 31, 2013)
10.2	Form of deferral amendment to the Employment Agreements of Messrs. Rory Isaac and Gary Ittner.

**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.

Date: August 13, 2014

MRC GLOBAL INC.

By: /s/ Daniel J. Churay  
Daniel J. Churay  
Executive Vice President – Corporate Affairs, General  
Counsel and Corporate Secretary



Andrew R. Lane  
Chairman, President & CEO  
909 Fannin Street, Suite 3100  
Houston, Texas 77010

August 12, 2014

[Name]  
[Address]

[Name]:

The purpose of this letter is to:

- (1) confirm that when your employment with MRC Global Inc. (the "Company") terminates, you will be deemed to have incurred a termination of employment for "Good Reason" within the meaning of your employment agreement with the Company dated as of February 18, 2014 (the "Employment Agreement"), and
- (2) otherwise provide for the termination of the Employment Agreement on August 31, 2014, on the terms herein.

After August 31, 2014, your employment with the Company shall be at-will, as defined under applicable law, and may be terminated by you or the Company at any time for any or no reason.

When your employment with the Company terminates (whether voluntarily or involuntarily, whether the separation is initiated by you or the Company), you (or, if you die or become disabled, your estate or personal representative) will be entitled to receive all of the payments and benefits set forth in the Employment Agreement for a termination of employment for Good Reason (subject to the requirements contained in the Employment Agreement, including the requirement that you execute the release agreement in the form attached to the Employment Agreement), which relates to your service prior to August 31, 2014. Subject to those requirements, such payments and benefits will be paid, or provided, to you (or your estate or personal representative) at the time and in the form set forth in the Employment Agreement.

Except with respect to the payments and benefits under the Employment Agreement described herein and your obligation to execute a release agreement prior to the payment or provision of any benefits, you and the Company agree that on August 31, 2014, the Employment Agreement is terminated, except that any provision of the Employment Agreement that by the nature of its terms requires survival (including Section 5 of the Employment Agreement) shall survive the termination of the Employment Agreement and your employment with the Company.

For the purpose of any stock or stock option award that is outstanding as of the date of this letter, the Company shall deem you to be "retired" upon your separation of employment for the purposes of the award agreements and will waive upon such separation, if necessary, any waiting periods under the award agreements to obtain this treatment.

[Name]  
August 12, 2014  
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If this letter agreement is satisfactory, please acknowledge your agreement to the matters set forth in this letter agreement by signing, dating and returning one duplicate original of this letter.

Very truly yours,

MRC GLOBAL INC.

By: \_\_\_\_\_  
Andrew R. Lane  
Chairman, President & CEO

AGREED TO THIS 12th DAY OF AUGUST, 2014

\_\_\_\_\_  
[Name]