
**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): February 18, 2016

MRC GLOBAL INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-35479
(Commission
File Number)

20-5956993
(IRS Employer
Identification No.)

Fulbright Tower
1301 McKinney Street,
Suite 2300, Houston, TX
(Address of principal executive offices)

77010
(Zip Code)

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

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.

On February 18, 2016, MRC Global Inc. (the “Company”) amended its 2013 employment agreement with Andrew R. Lane, the Company’s Chairman, President and Chief Executive Officer (the “Amendment”). The Amendment extends Mr. Lane’s term of employment until May 16, 2020, with automatic one-year renewals thereafter, and also provides Mr. Lane with a one-time grant of 208,768 restricted stock units that vest 50% on both the second and fourth anniversaries of the date of grant.

A copy of the Amendment is attached to this Current Report on Form 8-K as Exhibit 10.1.

Item 8.01. Other Events.

On February 18, 2016, the Company announced that Rhys J. Best, the Company’s current lead independent director, has been appointed non-executive chairman of the Company’s Board of Directors (the “Board”) effective as of the Company’s upcoming annual meeting of shareholders on April 28, 2016. At that time, Mr. Best will succeed Mr. Lane as chairman of the Board. Mr. Lane will continue to serve as a director and the Company’s President and Chief Executive Officer.

A copy of the press release announcing these changes is filed as Exhibit 99.1 to this Current Report on Form 8-K.

Item 9.01 Financial Statements and Exhibits.

(c) Exhibits

<u>Exhibit Number</u>	<u>Exhibit Description</u>
10.1	First Amendment to Employment Agreement, dated as of February 18, 2016, between the Company and Andrew R. Lane.
99.1	Press release dated February 18, 2016.

SIGNATURE

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.

February 18, 2016

(Date)

MRC GLOBAL INC.

(Registrant)

/s/ Daniel J. Churay

Daniel J. Churay

*Executive Vice President – Corporate Affairs,
General Counsel & Corporate Secretary*

Exhibit Index

- 10.1 First Amendment to Employment Agreement, dated as of February 18, 2016, between the Company and Andrew R. Lane.
- 99.1 Press release dated February 18, 2016.

**FIRST AMENDMENT
TO
EMPLOYMENT AGREEMENT**

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT (this "Amendment") is adopted, executed and agreed to as of this 18th day of February, 2016 (the "Effective Date"), between MRC Global Inc., a Delaware corporation ("Company"), and Andrew R. Lane ("Executive"), which are referred to as the parties to this Amendment.

WHEREAS, the parties previously entered into that certain Employment Agreement dated May 16, 2013 (including all exhibits and other attachments thereto, the "Employment Agreement"); and

WHEREAS, the parties desire and deem it to be in their respective best interests to amend the Employment Agreement as set forth in this Amendment.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained in this Amendment, and other valid consideration, the sufficiency of which the parties acknowledge, the parties agree to amend the Employment Agreement as follows:

**ARTICLE I
AMENDMENTS TO EMPLOYMENT AGREEMENT**

The Employment Agreement is amended by:

- (1) Deleting 1.1 in its entirety and substituting in its place the following:

"Term. The Company agrees to employ the Executive, and the Executive agrees to be employed by the Company, in each case, pursuant to this Agreement, for a period commencing on the Effective Date and ending on the earlier of:

(i) May 16, 2020 and

(ii) the termination of the Executive's employment in accordance with Section 3 (the "Term");

provided, that on May 16, 2020 and each subsequent May 16th, the Term shall automatically be extended for one year unless 90 days' written notice of non-renewal is given by the Executive or the Company to the other party."

- (2) Adding a new Section 2.7 that reads as follows:

"Special Time-Vested Restricted Stock Award. Subject to and in connection with the Executive's entry into the First Amendment to this Agreement, dated February 18, 2016, the Company shall grant to Executive 208,768 restricted stock units, subject to the form of agreement that the Compensation Committee of the Company's Board of Directors may approve, that will vest as follows:

- (i) 50% will vest on the second anniversary of the date of grant and
- (ii) the remaining 50% will vest on the fourth anniversary of the date of grant.”

ARTICLE II
MISCELLANEOUS

This Amendment is incorporated into and is a part of the Employment Agreement. Except to the extent modified by this Amendment, the Employment Agreement shall continue in full force and effect in accordance with its provisions.

This Amendment shall be construed and enforced in accordance with, and the rights and obligations of the parties shall be governed by, the laws of the State of Texas, without giving effect to the conflicts of law principles thereof.

This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument. This Amendment may be delivered through the means of email delivery of a portable document format (.pdf) file or similar transmission of the signed Amendment.

[Signatures to Follow]

IN WITNESS WHEREOF, each of the undersigned has executed this Amendment as of the Effective Date.

MRC GLOBAL INC.

By: /s/ Daniel J. Churay

Name: Daniel J. Churay

Title: Executive Vice President – Corporate
Affairs, General Counsel & Corporate
Secretary

/s/ Andrew R. Lane

Andrew R. Lane

[Signature Page to First Amendment to Employment Agreement]



MRC Global Names Non-Executive Chairman

Chairman and CEO roles separated CEO employment agreement extended until May 2020

Houston, TX – February 18, 2016 – MRC Global Inc. (NYSE: MRC), the largest global distributor, based on sales, of pipe, valves and fittings and related products and services to the energy industry, announced that its board of directors named Rhys J. Best as non-executive chairman effective as of its upcoming annual meeting of shareholders on April 28, 2016. Among other responsibilities, as non-executive chairman, Mr. Best will coordinate future agendas for MRC Global board and shareholder meetings, preside at those meetings, serve as the liaison between management and the independent directors and consult on shareholder engagement and governance matters. Mr. Best joined the MRC Global board in 2008 and has held various leadership roles including chair of the compensation and governance committees. Since 2014, he has served as lead independent director.

Andrew R. Lane will continue to serve as President & CEO and as a director, roles he has held since September 2008. The board also extended Mr. Lane's employment agreement until May 2020.

Mr. Lane stated, "In February 2016, we celebrate our 95th year in business. I'm very proud of what we've accomplished since 2008, when we started transitioning from a private company through a successful initial public offering (IPO) in April 2012 and now to a Fortune 500 public company. The board has given careful consideration to separating these roles since our IPO. Given the downturn in oil and gas markets, this change allows management to deepen its focus on customers, gaining market share, cost control, operational excellence and delivering shareholder value. In addition, we have recently added additional public company board expertise to our company. Given these factors, we believe this is a good time to make this change in our governance structure."

Mr. Best stated, "I am pleased that I will continue my relationship with MRC Global in this new role. The board, Andrew, our experienced executive management team and the employees of MRC Global are committed to working together to strive to deliver the best service and value for our customers and the best results for our shareholders."

About MRC Global Inc.

Headquartered in Houston, Texas, MRC Global, a Fortune 500 company, is the largest global distributor, based on sales, of pipe, valves and fittings (PVF) and related products and services to the energy industry and supplies these products and services across each of the upstream, midstream and downstream sectors. More information about MRC Global can be found on our website mrcglobal.com.

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