

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 12, 2006

MUELLER INDUSTRIES, INC.

(Exact name of registrant as specified in its charter)

| | | |
|------------------------------------------------------------------------------------------------------------------|------------------------------------------------|-------------------------------------------------------------|
| Delaware ----- (State or other jurisdiction of incorporation) | 1-6770 ----- (Commission File Number) | 25-0790410 ----- (IRS Employer Identification No.) |
| 8285 Tournament Drive Suite 150 Memphis, Tennessee ----- (Address of principal executive offices) | | 38125 ----- Zip Code |

Registrant's telephone number, including area code: (901) 753-3200

Registrant's Former Name or Address, if changed since last report: N/A

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 1.01 Entry into a Material Definitive Agreement.

On April 12, 2006, Mueller Industries, Inc. entered into the Second Amendment to Credit Agreement among the Registrant (as Borrower) and LaSalle Bank Midwest National Association, formerly known as Standard Federal Bank N.A., and other banking institutions and LaSalle Bank Midwest National Association (as Agent).

This amendment increases the availability of Letters of Credit from \$15,000,000 to \$20,000,000. There is no material relationship between the Registrant and any of the parties to the credit agreement other than in respect to the credit agreement and other routine commercial banking services. A copy of the amendment is attached as Exhibit 99.1.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

99.1 Second Amendment to Credit Agreement, dated April 12, 2006.

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SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

MUELLER INDUSTRIES, INC.

Dated: April 17, 2006

By: /s/ Kent A. McKee

Name: Kent A. McKee
Title: Executive Vice President and
Chief Financial Officer

Exhibit Index

| Exhibit No. | Description |
|-------------|-------------|
| ----- | ----- |

| | |
|------|-------------------------------------------------------------|
| 99.1 | Second Amendment to Credit Agreement, dated April 12, 2006. |
|------|-------------------------------------------------------------|

SECOND AMENDMENT TO CREDIT AGREEMENT

THIS SECOND AMENDMENT TO CREDIT AGREEMENT dated as of April 12, 2006 (this "Amendment") is entered into among MUELLER INDUSTRIES, INC., a Delaware corporation (the "Borrower"), the financial institutions party hereto (together with their respective successors and assigns, the "Banks"), LASALLE BANK MIDWEST NATIONAL ASSOCIATION, formerly known as Standard Federal Bank N.A., as administrative agent for the Banks (in such capacity, the "Agent").

RECITAL

The Borrower, the Banks and the Agent are parties to a Credit Agreement dated as of November 6, 2003, as amended by a First Amendment to Credit Agreement dated as of September 27, 2004 (the "Credit Agreement"). The Borrower and the Guarantors desire to amend the Credit Agreement and the Banks and the Agent are willing to do so strictly in accordance with the terms hereof.

TERMS

In consideration of the premises and of the mutual agreements herein contained, the parties agree as follows:

ARTICLE 1.
AMENDMENTS

The Credit Agreement is amended as follows:

1.1 Reference in Section 3.6 to "\$15,000,000" is deleted and "\$20,000,000" is substituted in each place thereof.

ARTICLE 2.
REPRESENTATIONS

The Borrower represents and warrants to the Banks and the Agent that:

2.1 Each of the Borrower and each Guarantor has full power and authority to execute, deliver and perform this Amendment (including, in the case of the Guarantors, the Consent and Agreement to this Amendment) and any other agreements executed in connection herewith to which it is a party (this Amendment and all of the other foregoing documents, the "Amendment Documents"). Each of the Borrower and each Guarantor has taken all necessary action to authorize the execution, delivery and performance of each Amendment Document to which it is a party. No consent or authorization of, or filing with, any Person (including, without limitation, any Governmental Authority) is required in connection with the execution, delivery and performance by Borrower or any Guarantor or the validity or enforceability against Borrower or any Guarantor of the Amendment Documents.

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2.2 The execution, delivery and performance by each of the Borrower and each Guarantor of each Amendment Document to which it is a party do not and will not (a) violate any Requirement of Law applicable to Borrower or any Subsidiary, (b) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any contractual obligation of Borrower or any Subsidiary, (c) result in or require the creation or imposition of any Lien of any nature whatsoever upon any of Borrower's or any Subsidiary's properties or assets, other than in favor of the Banks, or (d) require any approval of any court or Governmental Authority or any approval or consent of any Person under any contractual obligation of Borrower.

2.3 Each Amendment Document, when executed and delivered, will be the legally valid and binding obligations of Borrower and of the Guarantors, as the case may be, enforceable against it and them in accordance with their respective terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium or similar laws, or equitable principles relating to or limiting creditors' rights generally.

2.4 After giving effect to the amendments herein contained, the representations and warranties contained in the Credit Agreement and the representations and warranties contained in the other Loan Documents are true on and as of the date hereof with the same force and effect as if made on and as of the date hereof, and no Event of Default or Unmatured Event of Default exists or has occurred and is continuing on the date hereof.

ARTICLE 3.
CONDITIONS PRECEDENT.

This Amendment shall be effective as of the date hereof when each of the following has been satisfied:

3.1 This Amendment shall be signed by the Borrower and the Required Banks.

3.2 Each Guarantor shall have executed the Consent and Agreement attached hereto.

3.3 The Borrower shall deliver to the Agent any such other agreements and documents in connection herewith as requested by the Agent.

ARTICLE 4.
MISCELLANEOUS.

4.1 References in the Credit Agreement or in any other Loan Document to the Credit Agreement shall be deemed to be references to the Credit Agreement as amended hereby and as further amended from time to time.

4.2 Except as expressly amended hereby, the Borrower and each Guarantor agrees that the Loan Documents are ratified and confirmed and shall remain in full force and effect and that it has no set off, counterclaim, defense or other claim or dispute with respect to any of the foregoing. The terms used but not defined herein shall have the respective meanings ascribed thereto in the Credit Agreement.

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4.3 The validity of this Amendment, its construction, interpretation and enforcement and the rights of the parties hereto will be determined under, governed by and construed in accordance with the internal laws of the State of Michigan, without regard to principles of conflicts of law.

4.4 This Amendment may be signed upon any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument, and telecopied signatures shall be enforceable as originals.

IN WITNESS WHEREOF, the parties signing this Amendment have caused this Amendment to be executed and delivered as of the day and year first above written.

"BORROWER"

MUELLER INDUSTRIES, INC.

By: /s/Kent McKee

Print Name: Kent McKee

Its: CFO

"BANKS"

LASALLE BANK MIDWEST NATIONAL
ASSOCIATION, as a Bank and as Agent

By: /s/Joseph A. Vito

Print Name: Joseph A. Vito

Its: Senior Vice President

SUNTRUST BANK, as a Bank and as
Syndication Agent

By: /s/Brian W. Ford

Print Name: Brian W. Ford

Its: Director

UNION PLANTERS BANK, NATIONAL
ASSOCIATION, as a Bank and as
Documentation Agent

By: /s/James R. Gummel
Print Name: James R. Gummel
Its: Senior Vice President

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FIRST TENNESSEE BANK, as a Bank and as
Managing Agent

By: /s/Phil Stevenson
Print Name: Phil Stevenson
Its: Sr. Vice President

REGIONS BANK, as a Bank

By: /s/James R. Gummel
Print Name: James R. Gummel
Its: Senior Vice President
Attn: _____

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CONSENT AND AGREEMENT

As of the date and year first above written, each of the undersigned hereby:

(a) fully consents to the terms and provisions of the above Amendment and the consummation of the transactions contemplated thereby, and agrees to all terms and provisions of the above Amendment applicable to it;

(b) agrees that all Loan Documents executed by the undersigned in connection with the Credit Agreement (collectively, the "Documents") are hereby ratified and confirmed and shall remain in full force and effect, and the undersigned acknowledges that it has no setoff, counterclaim, defense or other claim or dispute with respect to any Document or any transactions in connection therewith; and

(c) acknowledges that it is in its interest and to its financial benefit to execute this consent and agreement.

WTC HOLDING COMPANY, INC.

By: /s/James H. Rourke

Its: President

/s/Gary Wilkerson
as Vice President - Legal and Secretary
for each of the following Guarantors:

MUELLER BRASS CO.
MUELLER INDUSTRIAL REALTY CO.
ITAWAMBA INDUSTRIAL GAS COMPANY, INC.
MUELLER PLASTICS CORPORATION, INC.
MUELLER BRASS FORGING COMPANY, INC.
MUELLER COPPER FITTINGS COMPANY, INC.
MUELLER FITTINGS COMPANY, INC.
MUELLER COPPER TUBE COMPANY, INC.
MUELLER FORMED TUBE COMPANY, INC.
MUELLER IMPACTS COMPANY, INC.
MUELLER LINE SET, INC.
MUELLER REFRIGERATION PRODUCTS
COMPANY, INC.
MUELLER REFRIGERATION
COMPANY, INC.
MUELLER STREAMLINE CO.
MUELLER CASTING COMPANY, INC.
B&K INDUSTRIES, INC.
MUELLER COPPER TUBE PRODUCTS, INC.
MUELLER PLASTICS HOLDING COMPANY, INC.
MUELLER PRESS COMPANY, INC.
MUELLER EAST, INC.