

**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): July 21, 2011

InfuSystem Holdings, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

001-35020
(Commission
File Number)

20-3341405
(I.R.S. Employer
Identification No.)

31700 Research Park Drive
Madison Heights, Michigan 48071
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (248) 291-1210

Not Applicable
(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 (*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))

Item 1.01. Entry into a Material Definition Agreement

On July 21, 2011, InfuSystem Holdings, Inc. (“Holdings”), InfuSystem, Inc. and First Biomedical, Inc. (the “Borrowers”) entered into a Fourth Amendment to the Credit Agreement dated as of June 15, 2010 among the Borrowers, Bank of America, N.A. and Keybank National Association, which modified the covenants restricting capital expenditures and capital leases entered into by the Borrowers and their subsidiaries.

A copy of the amendment is filed as an exhibit to this Report and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits**(d) Exhibits**

- 10.1 Fourth Amendment to Credit Agreement, dated as of July 21, 2011, by and between InfuSystem Holdings, Inc., InfuSystem, Inc., and First Biomedical, Inc. (the “Borrowers”), Bank of America, N.A. as Administrative Agent and Lender and Keybank National Association as Lender.

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.

INFUSYSTEM HOLDINGS, INC.

By: /s/ James Froisland

James Froisland
Chief Financial Officer

Dated: July 27, 2011

Index to Exhibits

<u>Exhibit No.</u>	<u>Description</u>
Exhibit 10.1	Fourth Amendment to Credit Agreement, dated as of July 21, 2011, by and between InfuSystem Holdings, Inc., InfuSystem, Inc., and First Biomedical, Inc. (the “Borrowers”), Bank of America, N.A. as Administrative Agent and Lender and Keybank National Association as Lender.

FOURTH AMENDMENT TO CREDIT AGREEMENT

THIS FOURTH AMENDMENT TO CREDIT AGREEMENT (this “**Amendment**”), dated as of July , 2011, is entered into by and among INFUSYSTEM HOLDINGS, INC., a Delaware corporation (“**Holdings**”), INFUSYSTEM, INC., a California corporation (“**InfuSystem**”) and FIRST BIOMEDICAL, INC., a Kansas corporation (“**FBI**” and together with Holdings and InfuSystem, the “**Borrowers**” and each individually a “**Borrower**”), BANK OF AMERICA, N.A. in its capacity as an Administrative Agent and as a Lender (“**Agent**”) and the other lenders party hereto (collectively, together with the Agent in its capacity as a Lender, the “**Lenders**”).

WHEREAS, the Borrowers and the Agent and the Lenders are parties to that certain Credit Agreement dated as of June 15, 2010 as amended by (i) that certain First Amendment to Credit Agreement dated as of January 27, 2011, (ii) that certain Second Amendment to Credit Agreement dated as of April 1, 2011 and (iii) that certain Third Amendment to Credit Agreement dated as of May 20, 2011 (the “**Existing Credit Agreement**” and as such Existing Credit Agreement is amended by this Amendment, the “**Amended Credit Agreement**”);

WHEREAS, the Borrowers have requested that the Agent and the Lenders modify the Existing Credit Agreement in certain respects and the Agent and Lenders have agreed to amend the terms of the Existing Credit Agreement on the terms and conditions set forth in this Amendment.

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree as follows.

SECTION 1
DEFINED TERMS

Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Existing Credit Agreement.

SECTION 2
AMENDMENTS TO EXISTING CREDIT AGREEMENT

2.1 Amendments to Definition Section. Section 1.01 of the Existing Credit Agreement is hereby amended by adding the following definitions in proper alphabetical order:

“**Bank of America Equipment Loan**” means a term loan facility in a maximum aggregate amount up to \$3,000,000 which Bank of America may, in its sole discretion, agree to make available to IFC pursuant to certain credit agreements, promissory notes and other certificates and instruments which are in a form acceptable to Bank of America in its sole discretion. For the avoidance of doubt, each Borrower acknowledges that Bank of America is under no obligation to make the Bank of America Equipment Loan available to IFC or any Borrower and no Bank of America Equipment Loan will be made unless and until Bank of

America and its counsel complete their due diligence investigation, including, without limitation, a full business, credit, and legal analysis of the proposed Bank of America Equipment Loan and such due diligence is satisfactory to Bank of America in its sole discretion.

2.2 Amendments to Permitted Lien Section. Section 7.01 of the Existing Credit Agreement is hereby amended by adding the following subsection (n) in proper alphabetical order:

“(n) Liens granted by IFC securing Indebtedness permitted under Section 7.03(i) hereof; provided that such Liens do not at any time encumber any property other than the Equipment (and all proceeds and products thereof) of IFC.”

2.3 Amendments to Permitted Indebtedness Covenant.

(a) **Amendment to Capital Expenditure Limitation.** Subsection (f) of Section 7.03 of the Existing Credit Agreement is hereby amended by deleting the subsection in its entirety and substituting the following therefor:

“(f) Indebtedness in respect of Capital Leases, Synthetic Lease Obligations and purchase money obligations for fixed or capital assets within the limitations set forth in Section 7.01(i); provided, however, that: the aggregate amount of all such Indebtedness attributable to the Borrowers and their Subsidiaries (which shall include Indebtedness of the Borrowers and their Subsidiaries disclosed on Schedule 7.03 to the extent such amounts remain outstanding and constitute Capital Leases, Synthetic Lease Obligations or purchase money obligations for fixed or capital assets) at any one time outstanding shall not exceed the following amounts during the following times:

<u>Fiscal Year</u>	<u>Maximum Aggregate Amount</u>
during Fiscal Year 2010	\$ 4,000,000
during Fiscal Year 2011	\$ 5,400,000
during Fiscal Year 2012	\$ 6,800,000
During Fiscal Year 2013 and at all times thereafter	\$ 8,000,000

; and”

(b) Addition of Bank of America Equipment Loan. Section 7.03 of the Existing Credit Agreement is hereby amended by adding the following subsection (i) in proper alphabetical order:

“(i) Indebtedness of IFC in respect of the Bank of America Equipment Loan not to exceed \$3,000,000 in the aggregate at any one time outstanding.”

SECTION 3
REPRESENTATIONS AND WARRANTIES

Each Borrower hereby represents and warrants to the Agent and Lenders that:

3.1 Due Authorization, etc. The execution and delivery by it of this Amendment and the performance by it of its obligations under the Existing Credit Agreement are duly authorized by all necessary corporate action, do not require any filing or registration with or approval or consent of any governmental agency or authority, do not and will not conflict with, result in any violation of or constitute any default under any provision of its certificate or articles of incorporation, as applicable, or by-laws or those of any of its Subsidiaries or any material agreement or other document binding upon or applicable to it or any of its Subsidiaries (or any of their respective properties) or any material law or governmental regulation or court decree or order applicable to it or any of its Subsidiaries, and will not result in or require the creation or imposition of any Lien in any of its properties or the properties of any of its Subsidiaries pursuant to the provisions of any agreement binding upon or applicable to it or any of its Subsidiaries.

3.2 Validity. This Amendment has been duly executed and delivered by such Borrower and, together with the Existing Credit Agreement, are the legal, valid and binding obligations of such Borrower, enforceable against such Borrower in accordance with their respective terms subject, as to enforcement only, to bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforceability of the rights of creditors generally.

3.3 Representations and Warranties. The representations and warranties contained in Article V of the Existing Credit Agreement are true and correct on the date of this Amendment in all material respects (except for those that are qualified by “materiality” or “Material Adverse Effect”, in which case such representations and warranties shall have been true and correct in all respects), except to the extent (a) that such representations and warranties solely relate to an earlier date or (b) have been changed by circumstances permitted by the Existing Credit Agreement.

SECTION 4
CONDITIONS PRECEDENT

The amendment to the Existing Credit Agreement set forth in Section 2 of this Amendment shall become effective upon satisfaction of all of the following conditions precedent:

4.1 Receipt of Documents. Agent shall have received all of the following, each in form and substance satisfactory to Agent:

(a) Amendment. A counterpart original of this Amendment duly executed by Borrowers.

(b) Secretary's Certificate. A certificate of the secretary of each Borrower dated the date hereof or such other date as shall be acceptable to Agent, substantially in the form of Exhibit A to this Amendment.

4.2 Other Conditions. No Event of Default or Default shall have occurred and be continuing.

SECTION 5
MISCELLANEOUS

5.1 Warranties and Absence of Defaults. In order to induce the Agent and Lenders to enter into this Amendment, Borrowers hereby warrant to the Agent and each Lender, as of the date of the actual execution of this Amendment (a) no Event of Default or Default has occurred which is continuing as of such date and (b) the representations and warranties in Section 3 of this Amendment are true and correct.

5.2 Documents Remain in Effect. Except as amended and modified by this Amendment, the Existing Credit Agreement and the other documents executed pursuant to the Existing Credit Agreement remain in full force and effect and each Borrower hereby ratifies, adopts and confirms its representations, warranties, agreements and covenants contained in, and obligations and liabilities under, the Existing Credit Agreement and the other documents executed pursuant to the Existing Credit Agreement.

5.3 Reference to Loan Agreement. On and after the effective date of this Amendment, each reference in the Existing Credit Agreement to "this Agreement," "hereunder," "hereof," "herein" or words of like import, and each reference to the "Loan Agreement" in any Loan Documents, or other agreements, documents or other instruments executed and delivered pursuant to the Existing Credit Agreement, shall mean and be a reference to the Amended Credit Agreement.

5.4 Headings. Headings used in this Amendment are for convenience of reference only, and shall not affect the construction of this Amendment.

5.5 Counterparts. This Amendment may be executed in any number of counterparts, and by the parties hereto on the same or separate counterparts, and each such counterpart, when executed and delivered, shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Amendment.

5.6 Expenses. Borrowers agree, jointly and severally, to pay on demand all reasonable out-of-pocket costs and expenses of Agent (including reasonable fees, charges and disbursements of Agent's attorneys) in connection with the preparation, negotiation, execution, delivery and administration of this Amendment and all other instruments or documents provided for herein or delivered or to be delivered hereunder or in connection herewith. In addition, Borrowers agree, jointly and severally, to pay, and save Agent and each Lender harmless from all liability for, any stamp or other taxes which may be payable in connection with the execution or delivery of this Amendment, the borrowings under the Amended Credit Agreement, and the execution and delivery of any instruments or documents provided for herein or delivered or to be delivered hereunder or in connection herewith, in each case to the same extent required under the Credit Agreement. All obligations provided in this Section 6.6 shall survive any termination of this Amendment or the Amended Credit Agreement.

5.7 Governing Law. This Amendment shall be a contract made under and governed by the internal laws of the State of Illinois. Wherever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable laws, but if any provision of this Amendment shall be prohibited by or invalid under such laws, such provisions shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

5.8 Successors. This Amendment shall be binding upon Borrowers, Agent, each Lender and their respective successors and assigns, and shall inure to the benefit of Borrowers, Agent, each Lender and the successors and assigns of the Agent and such Lender.

[signature page attached]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized and delivered at Chicago, Illinois as of the date first above written.

BORROWERS:

INFUSYSTEM HOLDINGS, INC.

By: _____
Name: James Froisland
Title: CFO

FIRST BIOMEDICAL, INC.

By: _____
Name: James Froisland
Title: CFO

INFUSYSTEM, INC.

By: _____
Name: James Froisland
Title: CFO

AGENTS AND LENDERS:

BANK OF AMERICA, N.A., in its capacity as Administrative Agent,

By: _____
Name: _____
Title: _____

BANK OF AMERICA, N.A., in its capacity as a Lender

By: _____
Name: Sophia Love
Title: Senior Vice President

KEYBANK NATIONAL ASSOCIATION, in its capacity as a Lender

By: _____
Name: _____
Title: _____

Exhibit A

Secretary's Certificate

[see attached]

SECRETARY'S CERTIFICATE

To: Bank of America, N.A., as administrative agent

This Certificate is being furnished pursuant to Section 4.1(b) of that certain Fourth Amendment to Credit Agreement (the "**Amendment**"), dated as of July , 2011 by and among INFUSYSTEM HOLDINGS, INC., a Delaware corporation ("**Holdings**"), INFUSYSTEM, INC., a California corporation ("**InfuSystem**") and FIRST BIOMEDICAL, INC., a Kansas corporation ("**FBI**" and together with Holdings and InfuSystem, the "**Borrowers**" and each individually a "**Borrower**"), BANK OF AMERICA, N.A. in its capacity as an Administrative Agent and as a Lender ("**Agent**") and the other lenders party thereto (collectively, together with the Agent in its capacity as a Lender, the "**Lenders**"), which amends that certain Credit Agreement dated as of June 15, 2010 as amended by (i) that certain First Amendment to Credit Agreement dated as of January 27, 2011, (ii) that certain Second Amendment to Credit Agreement dated as of April 1, 2011 and (iii) that certain Third Amendment to Credit Agreement dated as of May 20, 2011 (the "**Existing Credit Agreement**" and as the Existing Credit Agreement is amended and modified by the Amendment, the "**Amended Credit Agreement**"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Amendment.

The undersigned, Secretary of each Borrower, hereby certifies on behalf of such Borrower, that:

1. Such Borrower has adopted resolutions sufficient to authorize the proper officers of such Borrower to execute and deliver the Amendment in the name and on behalf of such Borrower, and each of them is authorized to cause such Borrower to borrow funds under the Amended Credit Agreement. Such resolutions have not been rescinded or amended and are in full force and effect on and as of the date hereof.

2. Other than the resolutions referred to in clause 1 above, there is no corporate action, consent or governmental approval required for the execution, delivery and performance by such Borrower of the Amendment or any other document, instrument or agreement contemplated by the Amendment.

3. The following named persons were duly elected to, and are validly acting in, the offices listed opposite each of their names and are authorized to execute on behalf of and in the name of each Borrower the Amendment and any and all other agreements, instruments or documents contemplated by the Amendment, and their respective signatures set forth below are their genuine signatures.

<u>Name</u>	<u>Title</u>	<u>Signature</u>
James Froisland	Chief Financial Officer	_____
_____	Secretary	_____

4. I know of no proceeding for the dissolution or liquidation of any Borrower or threatening the existence of any Borrower.

5. There have been no amendments to the Articles or Certificates of Incorporation or to the By-laws of any Borrower since the date of the certified copies thereof provided to you in connection with the execution of the Existing Credit Agreement.

6. Agent and the Lenders may rely on this Certificate until advised by a like certificate of any changes herein.

[signature page attached]

IN WITNESS WHEREOF, I have executed this Certificate on July , 2011.

By: _____
Name: _____
Title: Secretary

I, the undersigned, Chief Executive Officer of each Borrower, DO HEREBY CERTIFY that is the
duly elected and qualified Secretary of such Borrower, and the signature above is a genuine signature.

WITNESS my hand this day of July, 2011.

By: _____
Name: _____
Title: Chief Executive Officer