

**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 7, 2013

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 Definitive Agreement.

As previously reported on its Current Report on Form 8-K filed on April 26, 2012 (the "April 2012 Form 8-K"), on April 24, 2012, InfuSystem Holdings, Inc. (the "Company") entered into a Settlement Agreement with the investors who were signatories thereto (the "Investors"), directors David Dreyer and Wayne Yetter (the "Unaffiliated Directors"), the directors who resigned from the Company's board of directors (the "Board") on April 24, 2012, and the directors who were appointed to the Board on April 24, 2012. Section 2.2 of the Settlement Agreement provides in its entirety as follows (all capitalized terms used but not defined herein shall have the meaning set forth in the Settlement Agreement):

Section 2.2 Standstill Provisions. Each of the Investors agrees that, except as otherwise provided in this Agreement, during the Standstill Period, such Investor will not, and he or it will cause each of such Investor's Affiliates and Associates, agents or other persons acting on such Investor's behalf not to:

(a) acquire, offer or propose to acquire, or agree or seek to acquire, by purchase or otherwise, (i) more than five percent (5%) of the outstanding shares of Common Stock, including direct or indirect rights or options to acquire more than five percent (5%) of the outstanding shares of Common Stock or (ii) any other securities of the Company or any subsidiary of the Company, including direct or indirect rights or options to acquire any of the foregoing;

(b) submit any stockholder proposal (pursuant to Rule 14a-8 promulgated by the SEC under the Exchange Act or otherwise) or any notice of nomination or other business for consideration, or nominate any candidate for election to the Board, other than as set forth in this Agreement;

(c) form, join in or in any other way participate in a "partnership, limited partnership, syndicate or other group" within the meaning of Section 13(d)(3) of the Exchange Act with respect to the Common Stock or deposit any shares of Common Stock in a voting trust or similar arrangement or subject any shares of Common Stock to any voting agreement or pooling arrangement, other than solely with such Investor's Affiliates or with respect to the Common Stock currently owned or to the extent such a group may be deemed to result with the Company or any of its Affiliates as a result of this Agreement;

(d) solicit proxies, agent designations or written consents of stockholders, or otherwise conduct any nonbinding referendum with respect to Common Stock, or make, or in any way participate in, any "solicitation" of any "proxy" within the meaning of Rule 14a-1 promulgated by the SEC under the Exchange Act to vote, or advise, encourage or influence any person with respect to voting, any shares of Common Stock with respect to any matter, or become a "participant" in any contested "solicitation" for the election of directors with respect to the Company (as such terms are defined or used under the Exchange Act and the rules promulgated by the SEC thereunder), other than a "solicitation" or acting as a "participant" in support of all of the nominees of the Board at the 2012 Annual Meeting and the 2013 Annual Meeting;

(e) seek to call, or to request the call of, a special meeting of the stockholders of the Company, or seek to make, or make, a stockholder proposal at any meeting of the stockholders of the Company or make a request for a list of the Company's stockholders (or otherwise induce, encourage or assist any other person to initiate or pursue such a proposal or request);

(f) effect or seek to effect (including, without limitation, by entering into any discussions, negotiations, agreements or understandings with any third person), offer or propose (whether publicly or otherwise) to effect, or cause or participate in, or in any way assist or facilitate any other person to effect or seek, offer or propose (whether publicly or otherwise) to effect or cause or participate in (i) any acquisition of any material assets or businesses of the Company or any of its subsidiaries, (ii) any tender offer or exchange offer, merger, acquisition or other business combination involving the Company or any of its subsidiaries, or (iii) any recapitalization, restructuring, liquidation, dissolution or other extraordinary transaction with respect to the Company or any of its subsidiaries;

(g) publicly disclose, or cause or facilitate the public disclosure (including without limitation the filing of any document or report with the SEC or any other governmental agency or any disclosure to any journalist, member of the media or securities analyst) regarding any intent, purpose, plan, action or proposal with respect to the Board, the Company, its management, strategies, policies or affairs or any of

its securities or assets or this Agreement that is inconsistent with the provisions of this Agreement, including any intent, purpose, plan, action or proposal that is conditioned on, or would require waiver, amendment, or consent under, any provision of this Agreement;

(h) seek election or appointment to, or representation on, or nominate or propose the nomination of any candidate to the Board; or seek the removal of any member of the Board, in each case other than as set forth in this Agreement;

(i) (i) knowingly sell, transfer or otherwise dispose of any shares of Common Stock to any Person who or that is (or will become upon consummation of such sale, transfer or other disposition) a beneficial owner of fifteen percent (15%) or more of the outstanding Common Stock; or (ii) without the prior written consent of the Company (acting through the Board), on any single day, sell, transfer or otherwise dispose of more than five percent (5%) of the outstanding shares of Common Stock through the public markets;

(j) enter into any arrangements, understandings or agreements (whether written or oral) with, or advise, finance, assist or encourage, any other person that engages, or offers or proposes to engage, in any of the foregoing; or

(k) take or cause or induce or assist others to take any action inconsistent with any of the foregoing.

Nothing in this Section 2.2 shall be deemed to prohibit any Investor Nominee from engaging in any lawful act consistent with his fiduciary duties solely in his capacity as a director of the Company.

On February 9, 2013, the Board, through the Unaffiliated Directors, approved the waiver of the application of these standstill provisions provided in Section 2.2 to Meson Capital Partners LP, Meson Capital Partners LLC and Ryan J. Morris, each an Investor or affiliate of an Investor under the Settlement Agreement.

The foregoing description of the Limited Waiver, dated February 9, 2013 and executed by Messrs. Dreyer and Yetter, is only a summary, does not purport to be complete and is qualified in its entirety by reference to the terms of the Waiver, which is filed as Exhibit 10.1 hereto and incorporated by reference herein.

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

(a) Not applicable.

(b) On February 7, 2013, director Charles Gillman notified the Board that he has declined to stand for re-election to the Board at the Company's 2013 annual meeting of stockholders (the "Annual Meeting"). Mr. Gillman indicated that he does not have any disagreement with the Company's management or the Board. The Company currently has not set a date for the Annual Meeting.

(c) As previously disclosed by the Company in the April 2012 Form 8-K, the Board appointed Dilip Singh to the position of Interim Chief Executive Officer and President of the Company, effective April 24, 2012. In connection therewith, the Company entered into an Employment Agreement with Mr. Singh as filed as Exhibit 10.4 to the April 2012 Form 8-K (the "Singh Employment Agreement"), which provided for an initial employment term of six months. Also as previously disclosed by the Company on its Current Report on Form 8-K filed October 10, 2012, the Company entered into an amendment to the Singh Employment Agreement, effective October 24, 2012, further extending Mr. Singh's employment six months.

On February 9, 2013, upon the recommendation of the Compensation Committee and approval by the Board, the Company and Mr. Singh entered into, effective February 24, 2013 (the "Effective Date"), an amended and restated employment agreement (the "Second Amendment") with the Company which further amends the Singh Employment Agreement in the following ways (all capitalized terms used but not defined herein shall have the meaning set forth in the Second Amendment): (i) the Term of the Second Amendment extends Mr. Singh's employment to April 23, 2013 continuing his salary which is equal to \$300,000 per annum from the Effective Date; (ii) Mr. Singh will be paid his performance bonus of \$166,666.67 for the October 24, 2012 to February 23, 2012 employment term on February 24, 2013 without any conditions and regardless of whether he is still employed by the Company at that time; (iii) Mr. Singh is eligible for a severance payment in the amount of \$83,333.33, with said payment to be determined in the sole and absolute discretion of the Compensation Committee of the Board of Directors of the Company, payable to Mr. Singh on April 24, 2013; and (iv) Mr. Singh will have a period of eighteen months following the later of April 24, 2013 or his termination of service in which to exercise any vested stock options.

Other than as described above, the material terms of the Consulting Agreement with Mr. Singh as previously disclosed by the Company have not been revised. The foregoing description of the Second Amendment is qualified in its entirety by the copy of such agreement filed as Exhibit 10.2 to this Form 8-K and is incorporated by reference herein.

As previously disclosed by the Company in its Current Report on Form 8-K (the "March 2012 8-K"), the Board appointed Jonathan P. Foster to the position of Chief Financial Officer of the Company, effective March 16, 2012. In connection therewith, the Company entered into a Consulting Agreement with Mr. Foster as filed as Exhibit 10.2 to the 8-K (the "Consulting Agreement"). The Company further disclosed on its Current Report on Form 8-K on August 17, 2012 the entry into the First Amended Consulting Agreement, effective as of August 14, 2012 (the "First Amendment"), which provided an extension of Mr. Foster's Consulting Agreement through March 16, 2013 period.

On February 9, 2013, upon the recommendation of the Compensation Committee and approval by the Board, the Company and Mr. Foster entered into an amendment to the First Amendment (the "Foster Amendment"), which amends the First Amendment in the following ways (all capitalized terms used but not defined herein shall have the meaning set forth in the Foster Amendment): (i) Mr. Foster will continue to serve as Chief Financial Officer as a consultant of the Company through June 30, 2013 (the "Term"), which Term is renewable automatically for successive one month periods until the Company provides at least sixty days advance written notice of termination of the Foster Amendment to Mr. Foster; (ii) Mr. Foster's consulting fee will continue to be paid \$25,000 on the 15th day and the last day of each month during the Term, and Mr. Foster will receive a one-time payment of \$20,000.00 on March 16, 2013; and (iii) the Company will reimburse Mr. Foster for legal expenses incurred up to \$3,500 for negotiating the Foster Amendment.

Other than as described above, the material terms of the First Agreement with Mr. Foster as previously disclosed by the Company have not been revised. The foregoing description of the Foster Amendment is qualified in its entirety by the copy of such agreement filed as Exhibit 10.3 to this Form 8-K and is incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

- 10.1 Limited Waiver, dated February 9, 2013
- 10.2 Employment Agreement with Dilip Singh, dated February 9, 2013
- 10.3 Amendment to First Consulting Agreement with Jonathan Foster, dated February 9, 2013

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/ Jonathan P. Foster
Jonathan P. Foster
Chief Financial Officer

Dated: February 12, 2013

Index to Exhibits

<u>Exhibit No.</u>	<u>Description</u>
Exhibit 10.1	Limited Waiver, dated February 9, 2013
Exhibit 10.2	Employment Agreement with Dilip Singh, dated February 9, 2013.
Exhibit 10.3	Amendment to First Consulting Agreement with Jonathan Foster, dated February 9, 2013.

LIMITED WAIVER

Reference is made to the Settlement Agreement (the "Settlement Agreement"), dated as of April 24, 2012, by and among InfuSystem Holdings, Inc. (the "Company"), the investors who were signatories thereto (the "Investors"), David Dreyer and Wayne Yetter (each as Company Nominees; here, the "Unaffiliated Directors"), the directors who resigned from the Company's board of directors (the "Board") on April 24, 2012, and the directors who were appointed to the Board on April 24, 2012.

The Board proposes to waive Section 2.2 of the Settlement Agreement for Meson Capital Partners LP, Meson Capital Partners LLC and Ryan J. Morris, each an Investor or affiliate of an Investor under the Settlement Agreement. Section 3.8 of the Settlement Agreement provides that any waiver of the Settlement Agreement on behalf of the Company requires the approval of a majority of the Unaffiliated Directors then serving on the Board.

The Unaffiliated Directors hereby waive Section 2.2 of the Settlement Agreement for Meson Capital Partners LP, Meson Capital Partners LLC and Ryan J. Morris. This waiver shall be limited and shall not be deemed a waiver or amendment of any other provision of the Settlement Agreement.

Effective February 9, 2013

THE UNAFFILIATED DIRECTORS

/s/ David Dreyer

David Dreyer

/s/ Wayne Yetter

Wayne Yetter

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made as of February 9, 2013, between **InfuSystem Holdings, Inc.**, a Delaware corporation with offices at 31700 Research Park Drive, Madison Heights, Michigan 48071-4627 (the "Company"), and **Dilip Singh**, an individual currently residing at (Address) ("Employee").

WHEREAS, the Company and Employee entered into that certain original Employment Agreement dated April 24, 2012, which expired on October 24, 2012, and a subsequent Employment Agreement effective October 24, 2012, which expires on February 24, 2013 (the "Prior Agreement");

WHEREAS, the Company wishes to continue to retain Employee's services until April 23, 2013 to work for the Company as its Interim President and Chief Executive Officer (the "Position") upon the terms and conditions hereinafter set forth; and

WHEREAS, Employee wishes to continue serving in the Position upon the terms of this Agreement.

NOW, THEREFORE, for such consideration as set forth herein, the sufficiency of which is acknowledged by the Company and Employee, the Company and Employee hereby agree to amend and restate the Prior Agreement as follows:

1. Terms of Employment. The Company hereby employs the Employee, and the Employee hereby accepts employment by the Company, upon the terms and conditions set forth in this Agreement, effective as of the date first set forth above ("Effective Date").

2. Employment and Duties. During the Employment Period (as defined below), Employee will serve on an interim basis as the President and Chief Executive Officer of the Company and will report to the Board. Employee will have such duties and responsibilities that are commensurate with such position and such other duties and responsibilities commensurate with such position as are from time to time assigned to Employee by the Board (or a committee thereof). Employee's duties and responsibilities will include without limitation the authority to hire and fire employees (other than the Chairman). During the Employment Period, Employee will devote substantially all of his full business time, energy and skill to the performance of his duties and responsibilities hereunder.

3. Service as Director. As of the Effective Date, Employee is serving as a member of the Board. For as long as Employee shall continue to serve as a member of the Board, he shall stand for re-election to such position at each annual meeting of the Company's stockholders. Employee's failure to be re-elected to the Board, in and of itself, shall not constitute a termination of this Agreement, nor shall it entitle Employee to any severance benefits. Pursuant to the Company's policies, for the duration of this Agreement, Employee will fulfill his duties as a director without additional compensation. This Agreement shall not in any way be construed or interpreted so as to affect adversely or otherwise impair the right of the Company or the stockholders to remove the Employee from the Board at any time in accordance with the provisions of applicable law.

4. Term. The term of this Agreement (the "Employment Period") shall run from the Effective Date until April 23, 2013.

5. Compensation; Performance Bonus.

A. Employee's performance bonus in respect of his service to the Company from October 24, 2012 to February 24, 2013 in the amount of \$166,666.67 will be paid to Employee on February 24, 2013 without any conditions and regardless of whether the Employee is still employed by the Company at that time.

B. Employee's base salary will be paid at the rate of \$300,000 per annum. Employee's base salary will be paid at periodic intervals in accordance with the Company's normal payroll practices for salaried employees. Employee shall be paid a pro rata share of his base salary in accordance with the Company's normal payroll practices for salaried employees should his employment be terminated before the end of any given pay period.

C. On April 23, 2013, Employee will be eligible for a severance payment in the amount of \$83,333.33, with said payment to be determined in the sole and absolute discretion of the Compensation Committee of the Board of Directors of the Company, and with the amount so approved to be paid to Employee on April 24, 2013.

D. In the event of a Change of Control (as defined below) during the Employment Period, the Company shall pay to Employee a bonus in the amount of \$375,000.00 (the "Change of Control Bonus"). The Change of Control Bonus will be paid on the date of the closing of the transaction that gives rise to the Change of Control. "Change of Control" shall be deemed to take place if hereafter (A) any "Person" or "group," within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934 (the "Act"), other than the Company or any of its Affiliates, becomes a beneficial owner (within the meaning of Rule 13d-3 as promulgated under the Act), directly or indirectly, in one or a series of transactions, of securities representing fifty

percent (50%) or more of the total number of votes that may be cast for the election of directors of the Company and two-thirds of the Board has not consented to such event prior to its occurrence or within sixty (60) days thereafter, provided that if the consent occurs after the event it shall only be valid for purposes of this definition if a majority of the consenting Board is comprised of directors of the Company who were such immediately prior to the event; (B) any closing of a sale of all or substantially all of the assets of the Company other than to one or more of the Company's Affiliates, and two-thirds of the Board has not consented to such event prior to its occurrence or within sixty (60) days thereafter, provided that if the consent occurs after the event it shall only be valid for purposes of this definition if a majority of the consenting Board is comprised of directors of the Company who were such immediately prior to the event; or (C) within twelve (12) months after a tender offer or exchange offer for voting securities of the Company (other than by the Company) the individuals who were directors of the Company immediately prior thereto shall cease to constitute a majority of the Board.

E. The Company will deduct and withhold, from the compensation payable to Employee hereunder, any and all applicable federal, state and local income and employment withholding taxes and any other amounts required to be deducted or withheld by the Company under applicable statute or regulation.

F. To the extent that any compensation paid or payable pursuant to this Agreement is considered "incentive-based compensation" within the meaning and subject to the requirements of Section 10D of the Securities Exchange Act of 1934 (the "Exchange Act"), such compensation shall be subject to potential forfeiture or recovery by the Company in accordance with any compensation recovery policy adopted by the Board or any committee thereof in response to the requirements of Section 10D of the Exchange Act and any implementing rules and regulations thereunder adopted by the Securities and Exchange Commission or any national securities exchange on which the Company's common stock is then listed. This Agreement may be unilaterally amended by the Company to comply with any such compensation recovery policy. In addition, cash amounts paid and Company securities issued pursuant to this Agreement as "incentive-based compensation" are subject to reduction, cancellation, forfeiture or recoupment upon the occurrence of fraud; misconduct; breach of the agreements to which Employee is currently or hereafter becomes a party; or other conduct by Employee that the Board determines is detrimental to the business or reputation of the Company and its subsidiaries, including facts and circumstances discovered after termination of employment.

6. Expense Reimbursement; Fringe Benefits; Paid Time Off (PTO).

A. Employee will be entitled to reimbursement from the Company for (i) Employee's regular travel between Madison Heights, MI and his place of residence in USA, (ii) car rental and associated expenses, including fuel, or mileage while in Madison Heights, MI, and (iii) customary, ordinary and necessary business expenses incurred by Employee in the performance of Employee's duties hereunder, provided that Employee's entitlement to such reimbursements shall be conditioned upon Employee's provision to the Company of vouchers, receipts and other substantiation of such expenses in accordance with Company policies. Any reimbursement to which the Employee is entitled pursuant to this Section 6.A that would constitute nonqualified deferred compensation subject to Section 409A of the Code shall be subject to the following additional rules: (i) no reimbursement of any such expense shall affect the Employee's right to reimbursement of any other such expense in any other taxable year; (ii) reimbursement of the expense shall be made, if at all, not later than the end of the calendar year following the calendar year in which the expense was incurred; and (iii) the right to reimbursement shall not be subject to liquidation or exchange for any other benefit.

B. During the Employment Period, Employee will be eligible to participate in any group life insurance plan, group medical and/or dental insurance plan, accidental death and dismemberment plan, short-term disability program and other employee benefit plans, including profit sharing plans, cafeteria benefit programs and stock purchase and option plans, which are made available to executives and for which Employee qualifies under the terms of such plan or plans.

C. Employee will accrue paid time off ("PTO") benefits at a rate of four (4) weeks per year (6.15 hours per pay period) during the Employment Period in accordance with and subject to Company policy in effect for executive officers. Any unused PTO that Employee has accrued from prior terms of employment with the Company shall roll over to the current term. In the event of the renewal of the term of this Agreement, any unused PTO shall roll over to the next term.

7. Employee Covenants.

A. Confidentiality. Employee agrees that, during the Employment Period and thereafter, he will not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any person, other than in the course of the good faith performance of his assigned duties and responsibilities and for the benefit of the Company, either during the Employment Period or at any time thereafter, any business and technical information or trade secrets, nonpublic, proprietary or confidential information, knowledge or data relating to the Company or its businesses, which Employee will have obtained during his employment with the Company ("Confidential Information"). Notwithstanding the foregoing, "Confidential Information" will not apply to information that: (1) was known to the public prior to its disclosure to Employee; (2) becomes generally known to the public subsequent to disclosure to Employee through no wrongful act of Employee or any of his representatives; or (3) Employee

is required to disclose by applicable law, regulation or legal process (provided that Employee provides the Company with prior notice of the contemplated disclosure and reasonably cooperates with the Company at its expense in seeking a protective order or other appropriate protection of such information). Employee also agree to turn over all copies of Confidential Information in his control to the Company upon request or upon termination of his employment with the Company.

B. Non-Disparagement. Employee agrees that, during the Employment Period and thereafter, he will not, or encourage or induce others to, Disparage (as defined below) the Company or any of its past and present officers, directors, employees, stockholders, products or services. "Disparage" includes, without limitation, making comments or statements to the press, the Company's employees or any individual or entity with whom the Company has a business relationship (including, without limitation, any vendor, supplier, customer or distributor of the Company) that could adversely affect in any manner: (1) the conduct of the business of the Company (including, without limitation, any products or business plans or prospects); or (2) the business reputation of the Company, or any of its products or services, or the business or personal reputation of the Company's past or present officers, directors, employees or stockholders; but shall not include comments or statements made in the good faith performance of Employee's duties hereunder, in connection with Employee's enforcement of his rights under this Agreement, or in compliance with applicable law. This paragraph is made and entered into solely for the benefit of the Company and its successors and permitted assigns, and no other person or entity shall have any cause of action hereunder.

C. Transition and Other Assistance. During the 30 days following the termination of the Employment Period, Employee will take all actions the Company may reasonably request to maintain the Company's business, goodwill and business relationships and to assist with transition matters, all at Company expense. In addition, upon the receipt of notice from the Company (including outside counsel), during the Employment Period and thereafter, Employee will respond and provide information with regard to matters in which he has knowledge as a result of his employment with the Company, and will provide assistance to the Company and its representatives in the defense or prosecution of any claims that may be made by or against the Company, to the extent that such claims may relate to the period of Employee's employment with the Company, all at Company expense.

D. Survival of Provisions. The obligations contained in this Section 7 will survive the termination of Employee's employment with the Company and will be fully enforceable thereafter.

8. Termination of Employment.

A. Death and Permanent Disability. Upon Employee's death or permanent disability during the Employment Period, the employment relationship created pursuant to this Agreement will immediately terminate. Should Employee's employment with the Company terminate by reason of Employee's death or permanent disability during the Employment Period, the unpaid base salary earned by Employee pursuant to Section 5.B for services rendered through the date of Employee's death or permanent disability, as applicable, the accrued but unpaid PTO earned under Section 6.C through the date of Employee's death or permanent disability, and the limited death, disability, and/or income continuation benefits provided under Section 6.B, if any, will be payable in accordance with the terms of the plans pursuant to which such limited death or disability benefits are provided. Additionally, any amount then due under Section 5.A and any amount which may have then been approved for payment under Section 5.C shall be paid upon such termination of employment. For purposes of this Agreement, Employee will be deemed "permanently disabled" if Employee is so characterized pursuant to the terms of the Company's disability policies or programs applicable to Employee from time to time, or if no such policy is applicable, if Employee is unable to perform the essential functions of Employee's duties for physical or mental reasons for thirty (30) consecutive days.

B. Termination for Cause. The Company may at any time, upon written notice, terminate Employee's employment hereunder for any act qualifying as a Termination for Cause. Such termination will be effective immediately upon such notice. "Termination for Cause" shall mean an involuntary termination of Employee's employment for (i) Employee's willful misconduct or gross negligence which, in the good faith judgment of the Board, has a material adverse impact on the Company (either economically or on its reputation); (ii) Employee's conviction of, or pleading of guilty or nolo contendere to, a felony or any crime involving fraud; (iii) Employee's breach of his fiduciary duties to the Company; (iv) Employee's failure to attempt in good faith to perform his duties or to follow the written legal direction of the Board, which failure, if susceptible of cure, is not remedied within 15 days of written notice from the Board specifying the details thereof; and (v) any other material breach by Employee of this Agreement, the Company's written code of conduct, written code of ethics or other written policy that is not remedied within 15 days of written notice from the Board specifying the details thereof.

C. Resignations. Upon any termination of Employee's employment, Employee will immediately resign from (1) all officer or other positions of the Company and (2) all fiduciary positions (including as trustee) Employee then holds with respect to any pension plans or trusts established by the Company.

D. **Payment of Accrued Amounts.** Upon any termination of Employee's employment (other than Employee's death or permanent disability as provided in Section 9.A above), Employee's resignation, or at any time after the expiration of the Employment Period, the Company will have no obligations to Employee under this Agreement other than to pay or provide, to the extent not theretofore paid or provided, (1) any accrued and unpaid base salary through the date of Employee's termination of employment in accordance with the Company's payroll practices, (2) any accrued but unused PTO under Section 6.C in accordance with Company policy, (3) reimbursement for any unreimbursed business and entertainment expenses incurred through the date of Employee's termination of employment in accordance with Company policy under Section 6.A, and (4) any other amounts and benefits to which Employee is entitled to receive under law or under any employee benefit plan or program, or equity plan or grant in accordance with the terms and provisions of such plans, programs, equity plan and grants, including without limitation any amounts then due under Section 5.A or Section 5.C.

E. **Options Upon Termination.** Upon termination of Employee's employment for any reason other than a Termination for Cause, including by reason of Employee's death or permanent disability, any portion of the Employee's stock options that are not then exercisable will immediately expire and the remainder of such stock options will remain exercisable for a period of eighteen months following the later of the date of Employee's termination of employment with the Company or April 24, 2013. Notwithstanding anything to the contrary in this Agreement, in the event that Employee experiences a Termination for Cause, all stock options, whether or not then vested, shall immediately expire upon such Termination for Cause and no portion thereof shall remain exercisable.

9. **Indemnification; Liability Insurance.** The Company hereby agrees to indemnify Employee and hold him harmless to the fullest extent permitted under the by-laws of the Company in effect on the date of this Agreement against and in respect to any actual or threatened actions, suits, proceedings, claims, demands, judgments, costs, expenses (including reasonable attorney's fees), losses, and damages resulting from the good faith performance of his assigned duties and responsibilities with the Company and any affiliates or subsidiaries of the Company. In furtherance of the Company's obligation to advance expenses under the by-laws of the Company in effect on the date of this Agreement, the Company, within 10 days of presentation of invoices, will advance to Employee reimbursement of all legal fees and disbursements Employee actually incurs in connection with any potentially indemnifiable matter provided that Employee, to the extent required by applicable law, undertake to repay such amount in the event that it is ultimately determined that Employee is not entitled to be indemnified. In addition, the Company will cover you under directors and officers liability insurance both during and, while potential liability exists, after the termination of Employee's employment in the same amount and to the same extent as the Company covers its other officers and directors. To the extent permitted by applicable law and the Company's by-laws in effect on the date of this Agreement, Employee will not be liable to the Company or any of its affiliates or subsidiaries for his acts or omissions, except to the extent that such acts or omissions were not made in the good faith performance of his assigned duties and responsibilities. The obligations and limits contained in this Section 10 will survive the termination of Employee's employment with the Company.

10. **Section 409A.** This Agreement shall be interpreted and applied in all circumstances in a manner that is consistent with the intent of the parties that, to the extent applicable, amounts earned and payable pursuant to this Agreement shall constitute short-term deferrals exempt from the application of Section 409A and, if not exempt, that amounts earned and payable pursuant to this Agreement shall not be subject to the premature income recognition or adverse tax provisions of Section 409A.

11. **Choice of Law.** The provisions of this Agreement will be construed and interpreted under the laws of the State of Delaware, excluding such jurisdiction's conflict of laws principles.

12. **Entire Agreement; Severability; Amendments.** This Agreement and the agreements referenced herein contain the entire agreement of the parties relating to the subject matter hereof. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in this Agreement. The provisions of this Agreement shall be deemed severable and, if any provision is found to be illegal, invalid or unenforceable for any reason, (a) the provision will be amended automatically to the minimum extent necessary to cure the illegality or invalidity and permit enforcement and (b) the illegality, invalidity or unenforceability will not affect the legality, validity or enforceability of the other provisions hereof. No amendments, alterations or modifications of this Agreement will be valid unless made in writing and signed by Employee and a duly authorized officer or director of the Company.

13. **Assignment.** Notwithstanding anything else herein, this Agreement is personal to Employee and neither this Agreement nor any rights hereunder may be assigned by Employee. The Company may assign this Agreement to an affiliate or to any acquiror of all or substantially all of the business and/or assets of the Company, in which case the term "Company" will mean such affiliate or acquiror. This Agreement will inure to the benefit of and be binding upon the personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees, legatees and permitted assignees of the parties.

14. **Waiver.** The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by either party in exercising any right, power, or privilege under this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

15. **Arbitration.** Employee agrees that all disagreements, disputes and controversies between Employee and the Company arising under or in connection with this Agreement will be settled by arbitration conducted before a single arbitrator mutually agreed to by the Company and you, sitting in Madison Heights, Michigan or such other location agreed to by Employee and the Company, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect; provided, however, that if the Company and Employee are unable to agree on a single arbitrator within 30 days of the demand by another party for arbitration, an arbitrator will be designated by the Michigan Office of the American Arbitration Association. The determination of the arbitrator will set forth in writing findings of fact and conclusions of law upon which the determination was based, and will be final and binding on Employee and the Company. Each party waives right to trial by jury and further review or appeal of the arbitrator's ruling. Judgment may be entered on the award of the arbitrator in any court having proper jurisdiction. The arbitrator will, in its award, allocate between the parties the costs of arbitration, including the arbitrator's fees and expenses, in such proportions as the arbitrator deems just. Each party shall pay its own attorneys' fees and expenses in connection with any such arbitration.

16. **Counterparts, Facsimile.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. To the maximum extent permitted by applicable law, this Agreement may be executed via facsimile.

17. **Notices.** Any notice required to be given under this Agreement shall be deemed sufficient, if in writing, and sent by certified mail, return receipt requested, via overnight courier, or hand delivered to the Company at Office of the Corporate Secretary, 31700 Research Park Drive, Madison Heights, Michigan 48071-4627 and to Employee at the most recent address reflected in the Company's permanent records.

IN WITNESS WHEREOF, the Company and Employee have executed this Agreement as of February 9, 2013.

INFUSYSTEM HOLDINGS, INC.

Dilip Singh

By: /s/ John Climaco
Name: John Climaco
Title: Chairman of the Compensation
Committee of the Board of Directors

/s/ Dilip Singh

EMPLOYMENT AGREEMENT

THIS AMENDMENT TO FIRST AMENDED CONSULTING AGREEMENT (this "Amendment") is made and entered into effective as of the 9th day of February, 2013, by and between InfuSystem Holdings, Inc., a Delaware corporation, having a business address of 31700 Research Park Drive, Madison Heights, Michigan 48071 (the "Company"), and Jonathan P. Foster, having a business address of 109 Red Berry Lane, Easley, South Carolina 29642 ("Consultant").

WHEREAS, the Company and Consultant entered into that certain First Amended Consulting Agreement dated as of August 14, 2012 (the "Consulting Agreement"), and the parties desire to amend certain terms of the Consulting Agreement as set forth herein;

NOW, THEREFORE, the parties agree as follows:

1. Amendment of First Sentence of Paragraph 2. The first sentence of Paragraph 2 of the Consulting Agreement is hereby amended and restated in its entirety to read as follows:

In consideration for the services provided by Consultant hereunder, Company shall pay Consultant a fee of \$25,000 on the 15th day of each month during the Term and \$25,000 on the last day of each month during the Term; provided, however, in addition to such payments Company shall also pay to Consultant a one-time payment of \$20,000.00 on March 16, 2013.

2. Amendment of Paragraph 2. Paragraph 2 of the Consulting Agreement is hereby amended to modify subsection (ii) of the third sentence to read in its entirety as follows:

(ii) the sum of all fees that would have been paid by Company to Consultant from the date of the Change in Control until the then scheduled end of the Term under the terms of the first sentence of this Paragraph 2, up to a maximum of 5 months compensation.

3. Amendment of First Sentence of Paragraph 4. The first sentence of Paragraph 4 of the Consulting Agreement is hereby amended and restated in its entirety to read as follows:

This Agreement shall be effective as of the Effective Date and shall continue until June 30, 2013 (the "Initial Term"). At the end of the Initial Term, this Agreement shall automatically extend for successive one month periods until the Company provides at least sixty days advance written notice to Consultant on or after the end of the Initial Term of its desire to terminate this Agreement (with the Initial Term and the successive monthly extension periods until the termination of this Agreement referred to collectively as the "Term").

4. Expenses. Company shall reimburse Consultant up to \$3,500 for reasonable legal expenses incurred by Consultant in negotiating this Amendment, which expenses shall be reimbursed by Company to Consultant within 15 days after the Consultant provides Company with supporting documentation confirming the amount of such expenses incurred by Consultant.

5. Miscellaneous. This Amendment controls over any contrary or inconsistent provision of the Consulting Agreement. Every provision of the Consulting Agreement not specifically amended or modified by the terms of this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Company and Employee have executed this Agreement as of February 9, 2013.

INFUSYSTEM HOLDINGS, INC.

Jonathan Foster

By: /s/ Dilip Singh

/s/ Jonathan Foster

Name: Dilip Singh

Title: President and Chief Executive Officer