
**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): March 22, 2017

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))
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Item 1.01. Entry into a Material Definitive Agreement.

On March 22, 2017, InfuSystem Holdings, Inc. (the “Company”), and its direct and indirect subsidiaries, entered into a Second Amendment to the Credit Agreement (the “Second Amendment”) with JPMorgan Chase Bank, N.A., as lender (the “Lender”), which amends the credit agreement among the Company, its direct and indirect subsidiaries, and the Lender, entered into on March 23, 2015 (the “Credit Agreement”). All capitalized terms used herein are defined in either the Second Amendment or the Credit Agreement.

The Second Amendment amends the Credit Agreement to, among other things:

- (i) amend the definition of “Fixed Charges” in Section 1.01 of the Credit Agreement by deleting the phrase therein that reads as follows:

“plus prepayments and scheduled principal payments on Indebtedness actually made (excluding the prepayment on any debt paid as a result of entering into this Agreement)”

and replacing such phrase therein with the phrase

“plus scheduled principal payments on Indebtedness actually made (excluding the prepayment on any debt paid as a result of entering into this Agreement)”

- (ii) restate Section 6.12(a) of the Credit Agreement as follows:

(a) Leverage Ratio. The Borrowers will not permit the Leverage Ratio to exceed (i) 3.0 to 1.0 at any time on or after the Effective Date but prior to December 31, 2015, (ii) 2.75 to 1.0 at any time on or after December 31, 2015 but prior to March 31, 2018, (iii) 2.50 to 1.0 at any time on or after March 31, 2018 but prior to March 31, 2019 or (iv) 2.25 to 1.00 at any time on or after March 31, 2019.

As a result of the change to the definition of “Fixed Charges” contained within the Second Amendment, the Company will have increased ability to prepay its indebtedness under the Credit Agreement without negatively impacting its financial covenants. Additionally, the change to the leverage covenant delays the scheduled reductions in the maximum allowed Leverage Ratio by one full year for each such scheduled reduction (for example, the reduction of the maximum allowed ratio scheduled to be effective on March 31, 2017 which reduces the allowed ratio from 3.0x to 2.75x will be delayed until March 31, 2018, with all subsequent reductions similarly delayed by one year).

The foregoing description of the Second Amendment does not purport to be complete and is qualified in its entirety by reference to the complete text of the Second Amendment, which is filed herewith, as well as the complete text of the Credit Agreement, which was filed with the Securities and Exchange Commission on May 12, 2015 as Exhibit 10.1 to the Company’s Quarterly Report on Form 10-Q.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information in Item 1.01 of the Current Report on Form 8-K is hereby incorporated by reference into this Item 2.03.

Item 9.01 Financial Statements and Exhibits.

- (d) Exhibits:

10.1 Second Amendment to the Credit Agreement, dated as of March 22, 2017, among InfuSystem Holdings, Inc., and its direct and indirect subsidiaries, with JPMorgan Chase Bank, N.A., 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/ Trent N. Smith

Trent N. Smith
EVP and Chief Accounting Officer

Dated: March 23, 2017

EXHIBIT INDEX

**Exhibit
No.**

Description

10.1 Second Amendment to the Credit Agreement, dated as of March 22, 2017, among InfuSystem Holdings, Inc., and its direct and indirect subsidiaries, with JPMorgan Chase Bank, N.A., as Lender.

SECOND AMENDMENT TO CREDIT AGREEMENT

THIS SECOND AMENDMENT TO CREDIT AGREEMENT, dated as of March 22, 2017 (this "Amendment"), is among INFUSYSTEM HOLDINGS, INC., INFUSYSTEM HOLDINGS USA, INC., INFUSYSTEM, INC., FIRST BIOMEDICAL, INC., IFC LLC (collectively, the "Borrowers"), any other Loan Parties party hereto, and JPMORGAN CHASE BANK, N.A. (the "Lender").

RECITAL

The Borrowers, any other Loan Parties party thereto, and the Lender are parties to a Credit Agreement dated as of March 23, 2015 (as amended or modified from time to time, the "Credit Agreement"). The Borrowers desire to amend the Credit Agreement, all as set forth herein, and the Lender is willing to do so in accordance with the terms hereof. Terms used but not defined herein shall have the respective meanings ascribed thereto in the Credit Agreement.

TERMS

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

ARTICLE 1. AMENDMENTS TO CREDIT AGREEMENT.

Upon the satisfaction of the conditions specified in Article 4 hereof, the Credit Agreement is amended as of the date hereof as follows:

1.1 The definition of "Fixed Charges" in Section 1.01 of the Credit Agreement is amended by deleting the phrase therein that reads "plus prepayments and scheduled principal payments on Indebtedness actually made (excluding the prepayment on any debt paid as a result of entering into this Agreement)," and replacing such phrase therein with the phrase "plus scheduled principal payments on Indebtedness actually made (excluding the prepayment on any debt paid as a result of entering into this Agreement)."

1.2 Section 6.12(a) of the Credit Agreement is restated as follows:

(a) Leverage Ratio. The Borrowers will not permit the Leverage Ratio to exceed (i) 3.0 to 1.0 at any time on or after the Effective Date but prior to December 31, 2015, (ii) 2.75 to 1.0 at any time on or after December 31, 2015 but prior to March 31, 2018, (iii) 2.50 to 1.0 at any time on or after March 31, 2018 but prior to March 31, 2019 or (iv) 2.25 to 1.00 at any time on or after March 31, 2019.

ARTICLE 2. REPRESENTATIONS.

In order to induce the Lender to enter into this Amendment, each Borrower represents and warrants to the Lender that the following statements are true, correct and complete:

2.1 The execution, delivery and performance of this Amendment and the other Loan Documents executed in connection herewith are within its powers, have been duly authorized and are not in contravention with any law, or the terms of its Articles of Incorporation or By-laws, or any undertaking to which it is a party or by which it is bound.

2.2 Each of this Amendment and the other Loan Documents executed in connection herewith is valid and binding in accordance with its terms.

2.3 After giving effect to the amendments herein contained and the satisfaction of the conditions described in Article 4 below, the representations and warranties contained in the Credit Agreement and 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 Default has occurred and is continuing.

ARTICLE 3. CONDITIONS PRECEDENT.

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

3.1 The Borrowers and the Lender shall have executed this Amendment.

3.2 The Borrowers shall have paid an amendment fee of \$25,000 to the Lender.

ARTICLE 4. MISCELLANEOUS.

4.1 References in the Loan Documents 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. This Amendment is a Loan Document.

4.2 Except as expressly amended hereby, each Borrower 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.

4.3 Each Borrower represents and warrants that it is not aware of any claims or causes of action against the Lender or any of its affiliates, successors or assigns, and that it has no defenses, offsets or counterclaims with respect to the Secured Obligations. Notwithstanding this representation and as further consideration for the agreements and understandings herein, each Borrower, on behalf of itself and its employees, agents, executors, heirs, successors and assigns (the "Releasing Parties"), hereby releases the Lender and its predecessors, officers, directors, employees, agents, attorneys, affiliates, subsidiaries, successors and assigns, from any liability, claim, right or cause of action which now exists or hereafter arises as a result of acts, omissions or events occurring on or prior to the date hereof, whether known or unknown, including but not limited to claims arising from or in any way related to this Agreement, the other Loan Documents, all transactions relating to this Agreement or any of the other Loan Documents or the business relationship among, or any other transactions or dealings among, the Releasing Parties or any of them and the Released Parties or any of them.

4.4 This Amendment shall be governed by and construed in accordance with the laws of the State of New York. This Amendment shall not be deemed to have otherwise prejudiced any present or future right or rights which the Lender now has or may have under the Credit Agreement or in any other Loan Document and, in addition, shall not entitle any Borrower to a waiver, amendment, modification or other change to, of or in respect of any provision of Credit Agreement or in any other Loan Document in the future in similar or dissimilar circumstances. 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 signatures sent by facsimile or other electronic imaging shall be effective as originals.

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

INFUSYSTEM HOLDINGS, INC.

By /s/ Christopher S. Downs
Name: Christopher S. Downs
Title: EVP & Interim Chief Financial Officer

INFUSYSTEM, INC.

By /s/ Christopher S. Downs
Name: Christopher S. Downs
Title: EVP & Interim Chief Financial Officer

FIRST BIOMEDICAL, INC.

By /s/ Christopher S. Downs
Name: Christopher S. Downs
Title: EVP & Interim Chief Financial Officer

IFC LLC

By /s/ Christopher S. Downs
Name: Christopher S. Downs
Title: EVP & Interim Chief Financial Officer

INFUSYSTEM HOLDINGS USA, INC.

By /s/ Christopher S. Downs
Name: Christopher S. Downs
Title: EVP & Interim Chief Financial Officer

JPMORGAN CHASE BANK, N.A.

By /s/ Cathy A. Smith
Name: Cathy A. Smith
Title: Senior Underwriter