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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**FORM 8-K**

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**CURRENT REPORT**  
**Pursuant to Section 13 or 15(d)**  
**of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): June 28, 2017**

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**InfuSystem Holdings, Inc.**

(Exact name of registrant as specified in its charter)

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**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)

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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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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

On June 28, 2017, InFuSystem Holdings, Inc. (the “Company”), and its direct and indirect subsidiaries, entered into a Third Amendment to the Credit Agreement (the “Third 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 Third Amendment or the Credit Agreement.

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

- (i) restates the chart within the definition of “Applicable Rate” in Section 1.01 of the Credit Agreement as follows:

<u>Leverage Ratio</u>	<u>CBFR Spread</u>	<u>Eurodollar Spread</u>	<u>Commitment Fee Rate</u>
<u>Level I</u> < 1.5:1.0	- 1.00%	2.00%	0.25%
<u>Level II</u> < 2.0:1.0 to 1.0 but <sup>3</sup> 1.5:1.0	-0.75%	2.25%	0.25%
<u>Level III</u> < 2.5:1.0 to 1.0 but <sup>3</sup> 2.0:1.0	- 0.50%	2.50%	0.25%
<u>Level IV</u> < 3.0:1.0 to 1.0 but <sup>3</sup> 2.5:1.0	0.00%	2.75%	0.25%
<u>Level V</u> <sup>3</sup> 3.0:1.0	0.25%	3.00%	0.25%

and further amends the definition of “Applicable Rate” in Section 1.01 of the Credit Agreement by adding the following to the end thereof: “The Applicable Rate will be set at Level V as of the Third Amendment Effective Date, and adjusted for the first time thereafter based on the financial statements required to be delivered hereunder for the fiscal quarter ending June 30, 2017.”;

- (ii) amend the definition of “Fixed Charge Coverage Ratio” in Section 1.01 of the Credit Agreement by adding the phrase “(it is acknowledged that, at all times, such unfinanced portion is either a deduction to EBITDA or, if unfinanced portion is ever interpreted to be a negative number, then zero)” to follow the phrase therein that reads “means, for any period, the ratio of (a) EBITDA minus the unfinanced portion of Capital Expenditures.”;
- (iii) amend clause (vi) in the definition of “EBITDA” in Section 1.01 of the Credit Agreement by replacing the phrase therein that reads “in the fiscal quarter ending December 31, 2016” with the phrase “prior to December 31, 2017.”;
- (iv) amend clause (f)(ii) in the definition of “Permitted Acquisition” in Section 1.01 of the Credit Agreement by (a) replacing the reference therein to “\$10,000,000” with “\$5,000,000” and (b) by replacing the reference therein to “\$25,000,000” with “\$12,500,000.”;

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- (v) restate the definition of “Net Worth in Section 1.01 of the Credit Agreement as follows:
- “Net Worth” means at any time total assets minus total liabilities, plus, to the extent deducted in determining the foregoing amount, non-cash reserves taken for deferred tax assets and non-cash impairment of capitalized software development costs, all as determined for the Company and its Subsidiaries, on a consolidated basis in accordance with GAAP.*
- (vi) add the following definition of “Excess Cash Flow” to Section 1.01 of the Credit Agreement as follows:
- “Excess Cash Flow” means, for any fiscal year of the Company, (a) EBITDA for such fiscal year, minus (b) Capital Expenditures made or incurred during such fiscal year minus (c) Fixed Charges for such fiscal year.*
- (vii) add the following definitions of “Third Amendment”, and “Third Amendment Effective Date” to Section 1.01 of the Credit Agreement as follows:
- “Third Amendment” means the Third Amendment to this Agreement among the parties hereto.*
- “Third Amendment Effective Date” means the effective date of the Third Amendment.*
- (viii) restate Section 2.08(b) of the Credit Agreement as follows:
- (b) The Borrowers hereby unconditionally agree that the Term A Loans and the Term B Loans shall be replaced and refinanced in full as of the First Amendment Effective Date with a Term Loan in an aggregate amount equal to \$32,000,000 made under Section 2.01(d), the Borrowers acknowledge and agree that the principal balance of such Term Loan as of the Third Amendment Effective Date is \$30,665,999.98, and the Borrowers hereby unconditionally promise to pay to the Lender the principal amount of the Term Loans made under Section 2.01(d) after the Third Amendment Effective Date as follows: (i) on June 30, 2017, September 30, 2017 and December 31, 2017 in principal installments each in the amount of \$577,500 (as adjusted from time to time pursuant to Section 2.09(d) or 2.16(b)), (ii) commencing with the last Business Day of March, 2018 and on the last Business Day of each March, June, September and December thereafter, in consecutive quarterly principal installments each in the amount of \$766,650 (as adjusted from time to time pursuant to Section 2.09(d) or 2.16(b)) and (iii) to the extent not previously paid, all unpaid Term Loans shall be paid in full in cash by the Borrowers on the Term Maturity Date.*
- (ix) restate Section 2.09(d) of the Credit Agreement as follows:
- (d) All prepayments required to be made pursuant to Section 2.09(c) shall be applied, first to prepay the Term Loans (and in the event Term Loans of more than one Class shall be outstanding at the time, shall be allocated among the Term Loans pro rata based on the aggregate principal amounts of outstanding Term Loans of each such Class), and such prepayments of the Term Loans shall be*

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*applied to reduce the remaining scheduled repayments of Term Loans of each Class in the inverse order of maturity (with any prepayments applied first to the payment at final maturity), second to prepay the Revolving Loans without a corresponding reduction in the Revolving Commitment and third to cash collateralize outstanding LC Exposure. Within each such category, such prepayments shall be applied first to CBFR Loans and then to Eurodollar Loans in order of Interest Period maturities (beginning with the earliest to mature).*

*All prepayments required to be made pursuant to Section 2.09(f) shall be applied, first to prepay the Revolving Loans without a corresponding reduction in the Revolving Commitment, second to prepay the Term Loans (and in the event Term Loans of more than one Class shall be outstanding at the time, shall be allocated among the Term Loans pro rata based on the aggregate principal amounts of outstanding Term Loans of each such Class), and such prepayments of the Term Loans shall be applied to reduce the remaining scheduled repayments of Term Loans of each Class in the inverse order of maturity (with any prepayments applied first to the payment at final maturity), and third to cash collateralize outstanding LC Exposure. Within each such category, such prepayments shall be applied first to CBFR Loans and then to Eurodollar Loans in order of Interest Period maturities (beginning with the earliest to mature).*

- (x) add a new Section 2.09(f) to the Credit Agreement as follows:

*(f) Until the latest of the Revolving Credit Maturity Date, the Term A Maturity Date, the Term B Maturity Date or the Term Maturity Date, as the case may be, the Borrowers shall prepay the Obligations as set forth in Section 2.09(d) on the date that is ten days after the earlier of (i) the date on which the Company's annual audited financial statements for the immediately preceding fiscal year are delivered pursuant to Section 5.01 or (ii) the date on which such annual audited financial statements were required to be delivered pursuant to Section 5.01, in an amount equal to: (I) seventy-five percent (75%) of the Company's Excess Cash Flow for the immediately preceding fiscal year if the Company's Leverage Ratio is greater than or equal to 2.5 to 1.0 for the immediately preceding fiscal year, (II) fifty percent (50%) of the Company's Excess Cash Flow for the immediately preceding fiscal year if the Company's Leverage Ratio is less than 2.5 to 1.0 but greater than or equal to 2.0 to 1.0 for the immediately preceding fiscal year, or (III) zero percent (0%) of the Company's Excess Cash Flow for the immediately preceding fiscal year if the Company's Leverage Ratio is less than 2.0 to 1.0 for the immediately preceding fiscal year. Each Excess Cash Flow prepayment shall be accompanied by a certificate signed by a Financial Officer of the Company certifying the manner in which Excess Cash Flow and the resulting prepayment was calculated, which certificate shall be in form and substance satisfactory to the Lender.*

- (xi) restate Section 3.05(b) of the Credit Agreement as follows:

*(b) Each Loan Party and each Subsidiary owns, or is licensed to use, all trademarks, tradenames, copyrights, patents and other intellectual property necessary to its business as currently conducted. A correct and complete list of all trademarks, tradenames, copyrights, patents and other intellectual property owned by any Loan Party or any Subsidiary, as of the Third Amendment Effective Date, is set forth on Schedule 3.05, and the use thereof by each Loan Party and each Subsidiary does not infringe in any material respect upon the rights of any other Person, and each Loan Party's and each Subsidiary's rights thereto are not subject to any licensing agreement or similar arrangement.*

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- (xii) amend Sections 3.15, 3.16, 3.17 and 3.24(b) of the Credit Agreement by replacing each reference therein to “Effective Date” with “Third Amendment Effective Date.”;
  - (xiii) amend Section 6.01(b) of the Credit Agreement by replacing the reference therein to “on the date hereof” with “on the Third Amendment Effective Date.”;
  - (xiv) amend Sections 6.01(c), (d), and (e) of the Credit Agreement by adding the following to the end of each clause: “provided however, notwithstanding anything to the contrary, no Indebtedness on or after the Third Amendment Effective Date may be incurred under this clause without the prior written approval of the Lender.”;
  - (xv) amend Section 6.04(c) of the Credit Agreement by replacing the reference therein to “\$5,000,000” with “\$2,500,000.”;
  - (xvi) restate Sections 6.12(a) and (b) of the Credit Agreement as follows:
    - (a) *Leverage Ratio.* The Borrowers will not permit the Leverage Ratio to exceed (i) 4.0 to 1.0 at any time on or after the Effective Date but prior to December 31, 2017, (ii) 3.75 to 1.0 at any time on or after December 31, 2017 but prior to June 30, 2018, (iii) 3.50 to 1.0 at any time on or after June 30, 2018 but prior to December 31, 2018, or (iv) 3.00 to 1.00 at any time on or after December 31, 2018.
    - (b) *Fixed Charge Coverage Ratio.* The Borrowers will not permit the Fixed Charge Coverage Ratio to be less than (i) 1.15:1.0 at any time on or after the Effective Date but prior to March 31, 2018, or (ii) 1.25:1.0 at any time on or after March 31, 2018.
  - (xvii) replace schedules 3.05 and 6.01 with updated schedules as provided to Lender.

Simultaneous with the execution of Third Amendment, the Company entered into a Patent and Trademark Security Agreement, which replaces the Patent and Trademark Security Agreement entered into on March 23, 2015 at the time the Company entered into the Credit Agreement. The new Patent and Trademark Security Agreement was revised to make reference to the Third Amendment and the Company has provided the Lender with updated schedules listing the Company’s trademarks, patents, applications for trademarks and patents, and other intellectual properties owned or licensed.

As a result of the changes to the definition of “Leverage Ratio” and “Fixed Charge Coverage Ratio” within the Third Amendment, the Company will have increased flexibility to effect the changes necessary to return the Company to a strong financial position. The change to the definition of “Applicable Rate” will effectively increase the Company’s interest rate under the Credit Agreement by 50 basis points in the near term, while allowing for the Company to reduce that rate as its Leverage Ratio declines. The addition of the provision that requires the prepayment of a percentage of the Company’s annual “Excess Cash Flow” will ensure the Company’s primary goal remains to reduce the total debt outstanding.

The foregoing description of the Third Amendment does not purport to be complete and is qualified in its entirety by reference to the complete text of the Third 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.

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**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 8.01 Other Events.**

On June 29, 2017, the Company issued a press release to provide additional information on the Third Amendment to the Credit Agreement. A copy of the press release is furnished herewith as Exhibit 99.1 and is incorporated in this Item 8.01 by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits:

10.1 Third Amendment to the Credit Agreement, dated as of June 28, 2017, among InfuSystem Holdings, Inc., and its direct and indirect subsidiaries, with JPMorgan Chase Bank, N.A., as Lender.

10.2 Patent and Trademark Security Agreement, dated as of June 28, 2017, among InfuSystem Holdings, Inc., and its direct and indirect subsidiaries, with JPMorgan Chase Bank, N.A., as Lender.

99.1 Press Release of InfuSystem Holdings, Inc., dated June 29, 2017.

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

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Trent N. Smith  
Executive Vice President, Chief Accounting  
Officer and Corporate Controller

Dated: June 29, 2017

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**EXHIBIT INDEX**

<u>Exhibit No.</u>	<u>Description</u>
10.1	Third Amendment to the Credit Agreement, dated as of June 28, 2017, among InfuSystem Holdings, Inc., and its direct and indirect subsidiaries, with JPMorgan Chase Bank, N.A., as Lender.
10.2	Patent and Trademark Security Agreement, dated as of June 28, 2017, among InfuSystem Holdings, Inc., and its direct and indirect subsidiaries, with JPMorgan Chase Bank, N.A., as Lender.
99.1	Press Release of InfuSystem Holdings, Inc., dated June 29, 2017.



### THIRD AMENDMENT TO CREDIT AGREEMENT

THIS THIRD AMENDMENT TO CREDIT AGREEMENT, dated as of June 28, 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 3 hereof, the Credit Agreement is amended as of the date hereof as follows:

1.1 The chart in the definition “Applicable Rate” in Section 1.01 of the Credit Agreement is restated as follows:

Leverage Ratio	CBFR Spread	Eurodollar Spread	Commitment Fee Rate
<u>Level I</u> < 1.5:1.0	- 1.00%	2.00%	0.25%
<u>Level II</u> < 2.0:1.0 to 1.0 but <sup>3</sup> 1.5:1.0	-0.75%	2.25%	0.25%
<u>Level III</u> < 2.5:1.0 to 1.0 but <sup>3</sup> 2.0:1.0	- 0.50%	2.50%	0.25%
<u>Level IV</u> < 3.0:1.0 to 1.0 but <sup>3</sup> 2.5:1.0	0.00%	2.75%	0.25%
<u>Level V</u> <sup>3</sup> 3.0:1.0	0.25%	3.00%	0.25%

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1.2 The definition of “Applicable Rate” in Section 1.01 of the Credit Agreement is further amended by adding the following to the end thereof: “The Applicable Rate will be set at Level V as of the Third Amendment Effective Date, and adjusted for the first time thereafter based on the financial statements required to be delivered hereunder for the fiscal quarter ending June 30, 2017.”

1.3 The definition of “Fixed Charge Coverage Ratio” in Section 1.01 of the Credit Agreement is amended by adding the phrase “(it is acknowledged that, at all times, such unfinanced portion is either a deduction to EBITDA or, if unfinanced portion is ever interpreted to be a negative number, then zero)” to follow the phrase therein that reads “means, for any period, the ratio of (a) EBITDA minus the unfinanced portion of Capital Expenditures”.

1.4 Clause (vi) in the definition of “EBITDA” in Section 1.01 of the Credit Agreement is amended by replacing the phrase therein that reads “in the fiscal quarter ending December 31, 2016” with the phrase “prior to December 31, 2017”.

1.5 Clause (f)(ii) in the definition of “Permitted Acquisition” in Section 1.01 of the Credit Agreement is amended by (a) replacing the reference therein to “\$10,000,000” with “\$5,000,000” and (b) by replacing the reference therein to “\$25,000,000” with “\$12,500,000”.

1.6 The following definition in Section 1.01 of the Credit Agreement is restated as follows:

“Net Worth” means at any time total assets minus total liabilities, plus, to the extent deducted in determining the foregoing amount, non-cash reserves taken for deferred tax assets and non-cash impairment of capitalized software development costs, all as determined for the Company and its Subsidiaries, on a consolidated basis in accordance with GAAP.

1.7 The following definitions are added to Section 1.01 of the Credit Agreement:

“Excess Cash Flow” means, for any fiscal year of the Company, (a) EBITDA for such fiscal year, minus (b) Capital Expenditures made or incurred during such fiscal year minus (c) Fixed Charges for such fiscal year.

“Third Amendment” means the Third Amendment to this Agreement among the parties hereto.

“Third Amendment Effective Date” means the effective date of the Third Amendment.

1.8 Section 2.08(b) of the Credit Agreement is restated as follows:

(b) The Borrowers hereby unconditionally agree that the Term A Loans and the Term B Loans shall be replaced and refinanced in full as of the First Amendment Effective Date with a Term Loan in an aggregate amount equal to \$32,000,000 made under Section 2.01(d), the Borrowers acknowledge and agree that the principal balance of such Term Loan as of the Third Amendment Effective Date is \$30,665,999.98, and the Borrowers hereby unconditionally promise to pay to the Lender the principal amount of the Term Loans made under Section 2.01(d) after the Third Amendment Effective Date as follows: (i) on June 30, 2017, September 30, 2017 and December 31, 2017 in principal installments each in the amount of \$577,500 (as adjusted from time to time pursuant to Section 2.09(d) or 2.16(b)), (ii) commencing with the last Business Day of March, 2018 and on the last Business Day of each March, June, September and December thereafter, in consecutive quarterly principal installments each in the amount of \$766,650 (as adjusted from time to time pursuant to Section 2.09(d) or 2.16(b)) and (iii) to the extent not previously paid, all unpaid Term Loans shall be paid in full in cash by the Borrowers on the Term Maturity Date.

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1.9 Section 2.09(d) of the Credit Agreement is restated as follows:

(d) All prepayments required to be made pursuant to Section 2.09(c) shall be applied, first to prepay the Term Loans (and in the event Term Loans of more than one Class shall be outstanding at the time, shall be allocated among the Term Loans pro rata based on the aggregate principal amounts of outstanding Term Loans of each such Class), and such prepayments of the Term Loans shall be applied to reduce the remaining scheduled repayments of Term Loans of each Class in the inverse order of maturity (with any prepayments applied first to the payment at final maturity), second to prepay the Revolving Loans without a corresponding reduction in the Revolving Commitment and third to cash collateralize outstanding LC Exposure. Within each such category, such prepayments shall be applied first to CBFR Loans and then to Eurodollar Loans in order of Interest Period maturities (beginning with the earliest to mature).

All prepayments required to be made pursuant to Section 2.09(f) shall be applied, first to prepay the Revolving Loans without a corresponding reduction in the Revolving Commitment, second to prepay the Term Loans (and in the event Term Loans of more than one Class shall be outstanding at the time, shall be allocated among the Term Loans pro rata based on the aggregate principal amounts of outstanding Term Loans of each such Class), and such prepayments of the Term Loans shall be applied to reduce the remaining scheduled repayments of Term Loans of each Class in the inverse order of maturity (with any prepayments applied first to the payment at final maturity), and third to cash collateralize outstanding LC Exposure. Within each such category, such prepayments shall be applied first to CBFR Loans and then to Eurodollar Loans in order of Interest Period maturities (beginning with the earliest to mature).

1.10 The following new Section 2.09(f) is added to the Credit Agreement:

(f) Until the latest of the Revolving Credit Maturity Date, the Term A Maturity Date, the Term B Maturity Date or the Term Maturity Date, as the case may be, the Borrowers shall prepay the Obligations as set forth in Section 2.09(d) on the date that is ten days after the earlier of (i) the date on which the Company's annual audited financial statements for the immediately preceding fiscal year are delivered pursuant to Section 5.01 or (ii) the date on which such annual audited financial statements were required to be delivered pursuant to Section 5.01, in an amount equal to: (I) seventy-five percent (75%) of the Company's Excess Cash Flow for the immediately preceding fiscal year if the Company's Leverage Ratio is greater than or equal to 2.5 to 1.0 for the immediately preceding fiscal year, (II) fifty percent (50%) of the Company's Excess Cash Flow for the immediately preceding fiscal year if the Company's Leverage Ratio is less than 2.5 to 1.0 but greater than or equal to 2.0 to 1.0 for the immediately preceding fiscal year, or (III) zero percent (0%) of the Company's Excess Cash Flow for the immediately preceding fiscal year if the Company's Leverage Ratio is less than 2.0 to 1.0 for the immediately preceding fiscal year. Each Excess Cash Flow prepayment shall be accompanied by a certificate signed by a Financial Officer of the Company certifying the manner in which Excess Cash Flow and the resulting prepayment was calculated, which certificate shall be in form and substance satisfactory to the Lender.

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1.11 Section 3.05(b) of the Credit Agreement is restated as follows:

(b) Each Loan Party and each Subsidiary owns, or is licensed to use, all trademarks, tradenames, copyrights, patents and other intellectual property necessary to its business as currently conducted. A correct and complete list of all trademarks, tradenames, copyrights, patents and other intellectual property owned by any Loan Party or any Subsidiary, as of the Third Amendment Effective Date, is set forth on Schedule 3.05, and the use thereof by each Loan Party and each Subsidiary does not infringe in any material respect upon the rights of any other Person, and each Loan Party's and each Subsidiary's rights thereto are not subject to any licensing agreement or similar arrangement.

1.12 Sections 3.15, 3.16, 3.17 and 3.24(b) of the Credit Agreement are each amended by replacing each reference therein to "Effective Date" with "Third Amendment Effective Date".

1.13 Section 6.01(b) of the Credit Agreement is amended by replacing the reference therein to "on the date hereof" with "on the Third Amendment Effective Date".

1.14 Sections 6.01(c), (d) and (e) of the Credit Agreement are amended by adding the following to the end of each clause: "provided however, notwithstanding anything to the contrary, no Indebtedness on or after the Third Amendment Effective Date may be incurred under this clause without the prior written approval of the Lender."

1.15 Section 6.04(c) of the Credit Agreement is amended by replacing the reference therein to "\$5,000,000" with "\$2,500,000".

1.16 Sections 6.12(a) and (b) of the Credit Agreement are restated as follows:

(a) Leverage Ratio. The Borrowers will not permit the Leverage Ratio to exceed (i) 4.0 to 1.0 at any time on or after the Effective Date but prior to December 31, 2017, (ii) 3.75 to 1.0 at any time on or after December 31, 2017 but prior to June 30, 2018, (iii) 3.50 to 1.0 at any time on or after June 30, 2018 but prior to December 31, 2018, or (iv) 3.00 to 1.00 at any time on or after December 31, 2018.

(b) Fixed Charge Coverage Ratio. The Borrowers will not permit the Fixed Charge Coverage Ratio to be less than (i) 1.15:1.0 at any time on or after the Effective Date but prior to March 31, 2018, or (ii) 1.25:1.0 at any time on or after March 31, 2018.

1.17 Schedules 3.05 and 6.01 to the Credit Agreement are replaced with Schedules 3.05 and 6.01, respectively, hereto.

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## **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 3 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 Each Loan Party shall deliver an officers' certificate and resolutions satisfactory to the Lender.

3.3 Such other agreements and documents requested by the Lender shall have been delivered to the Lender, including without limitation any additional Collateral Documents requested by 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 predecessors, officers, directors, employees, agents, attorneys, affiliates, subsidiaries, successors and assigns (the "Releasing Parties"), hereby releases the Lender and its predecessors, officers, directors, employees, agents, attorneys, affiliates, subsidiaries, successors and assigns (the "Released Parties"), 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

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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.

[Signature Page to Follow]

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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 and Chief Financial Officer (Interim)

**INFUSYSTEM, INC.**

By /s/ Christopher S. Downs

Name: Christopher S. Downs

Title: EVP and Chief Financial Officer (Interim)

**FIRST BIOMEDICAL, INC.**

By /s/ Christopher S. Downs

Name: Christopher S. Downs

Title: EVP and Chief Financial Officer (Interim)

**IFC LLC**

By /s/ Christopher S. Downs

Name: Christopher S. Downs

Title: EVP and Chief Financial Officer (Interim)

**INFUSYSTEM HOLDINGS USA, INC.**

By /s/ Christopher S. Downs

Name: Christopher S. Downs

Title: EVP and Chief Financial Officer (Interim)

**JPMORGAN CHASE BANK, N.A.**

By /s/ Cathy A. Smith

Name: Cathy A. Smith

Title: Senior Underwriter

**PATENT AND TRADEMARK SECURITY AGREEMENT**

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of June 28, 2017 by and between InfuSystem Holdings, Inc., a Delaware corporation, InfuSystem Holdings USA, Inc., a Delaware corporation, Infusystem, Inc., a California corporation, First Biomedical, Inc., a Kansas corporation, IFC LLC, a Delaware limited liability company (collectively, the "Grantors"), and JPMorgan Chase Bank, N.A., a national banking association (the "Lender"), in connection with the Security Agreement referred to below.

**Recitals**

A. The Grantors, as borrowers, the other loan parties party thereto and the Lender are entering into a Third Amendment to Credit Agreement, dated as of the date hereof ("Third Amendment").

B. The Grantors, the other loan parties party thereto and the Lender previously entered into that certain Credit Agreement dated as of March 23, 2015 (as amended, the "Credit Agreement") and in connection with the Credit Agreement, the Grantors entered into that certain Pledge and Security Agreement dated as even date therewith (as amended or modified from time to time, the "Security Agreement") in favor of the Lender.

C. Pursuant to the terms of the Security Agreement, each Grantor pledged, assigned and granted to the Lender a security interest in substantially all of the assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Security Agreement), patent applications, patent licenses, Trademarks (as defined in the Security Agreement), trademark applications and trademark licenses, and all products and proceeds thereof, to secure the prompt and complete payment and performance of the Secured Obligations as defined in the Credit Agreement and Security Agreement.

D. Pursuant to the terms of the Security Agreement and as a condition to the Third Amendment, the Grantors are required to execute and deliver to the Lender this Agreement.

**Agreement**

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Third Amendment, Credit Agreement and other Loan Documents (as defined in the Credit Agreement), each Grantor hereby grants to the Lender, to secure the Secured Obligations, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including any trade name or derivations thereof):

- (1) each trademark, including without limitation, each trademark referred to in Schedule 1 attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark application, including without limitation, each trademark application referred to in Schedule 1 attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith, with the exception of any "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Latham Act (15 U.S.C. 1051, et seq.), unless and until acceptable evidence of use of the trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or (d) of said Act, to the extent that granting a lien in such trademark application prior to such filing would adversely affect the enforceability or validity of such trademark application;
- (3) each trademark license, including without limitation, each trademark license listed on Schedule 1 attached hereto, together with all goodwill associated therewith;



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- (4) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including without limitation, any trademark referred to in Schedule 1 attached hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 attached hereto (items 1 through 4 being herein collectively referred to as the “Trademark Collateral”);
  - (4) each patent and patent application, including without limitation, each patent and patent application referred to in Schedule 2 attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
  - (5) each patent license, including without limitation, each patent license listed on Schedule 2 attached hereto, together with all goodwill associated therewith;
  - (6) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including without limitation, any patent referred to in Schedule 2 attached hereto, any patent issued pursuant to a patent application and any patent licensed under any patent license listed on Schedule 2 attached hereto (items 4 through 6 being herein collectively referred to as the “Patent Collateral”).

The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Security Agreement; provided, however, that nothing in this Agreement shall expand, limit or otherwise modify the security interests granted in the Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern. All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Security Agreement.

[Signature page follows]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

**INFUSYSTEM HOLDINGS, INC.**

By /s/ Christopher S. Downs  
Name: Christopher S. Downs  
Title: EVP and Chief Financial Officer (Interim)

**INFUSYSTEM, INC.**

By /s/ Christopher S. Downs  
Name: Christopher S. Downs  
Title: EVP and Chief Financial Officer (Interim)

**FIRST BIOMEDICAL, INC.**

By /s/ Christopher S. Downs  
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By /s/ Christopher S. Downs  
Name: Christopher S. Downs  
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Title: EVP and Chief Financial Officer (Interim)

**JPMORGAN CHASE BANK, N.A.**

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



InfuSystem Holdings, Inc.  
31700 Research Park Drive  
Madison Heights, MI 48071  
248-291-1210

**InfuSystem Announces Amendment to Existing Credit Facility with  
JPMorgan Chase**

**MADISON HEIGHTS, MICHIGAN, June 29, 2017**—**InfuSystem Holdings, Inc. (NYSE MKT: INFU)** (“InfuSystem” or the “Company”), a leading national provider of infusion pumps and related services for the healthcare industry in the United States and Canada, announced today it has amended its existing credit facility with JPMorgan Chase Bank, N.A., effective June 28, 2017. The Company entered into a third amendment to the credit agreement, which amends the credit agreement entered into on March 23, 2015. The amended terms include revisions to Leverage Ratio, Fixed Charge Coverage Ratio, Applicable Rate, and the Company’s annual Excess Cash Flow.

**Amended Credit Facility Revisions**

- Increases Maximum Leverage Ratio from 2.75x to 4.0x;
- Decreases Minimum Fixed Charge Coverage Ratio from 1.25x to 1.15x;
- Decreases quarterly principal payment from \$1,334,000 to \$577,500 in 2017 and \$766,650 in 2018 and beyond;
- Increases interest rate spreads by only 50 basis points at current leverage; and
- Adds an annual Excess Cash Flow prepayment provision to ensure the Company remains focused on debt repayment.

The Company filed a Form 8-K today with the U.S. Securities and Exchange Commission that provides a more detailed description of the amended terms of the credit agreement.

**Management Discussion**

Gregg Lehman, Ph.D., executive chairman of the board of InfuSystem commented, “We are very pleased with the amended terms of the credit facility that provides the Company with favorable terms and the financial flexibility to execute our business plan. JPMorgan Chase remains supportive of the Company and has worked closely with management through the amendment process. I am encouraged by the ongoing efforts of the Office of the President, as we continue to make meaningful progress in reducing operating expenses, increasing cash collections, improving utilization of our rental fleet assets and paying down our debt. These positive developments are setting the stage for much improved financial results in 2017 and beyond.”

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## **About InfuSystem Holdings, Inc.**

InfuSystem Holdings, Inc. is a leading provider of infusion pumps and related services to hospitals, oncology practices and other alternate site healthcare providers. Headquartered in Madison Heights, Michigan, the Company delivers local, field-based customer support and also operates Centers of Excellence in Michigan, Kansas, California, Texas, Georgia and Ontario, Canada. The Company's stock is traded on the NYSE MKT under the symbol INFU.

## **Forward-Looking Statements**

*Statements made in this press release that are not historical facts are considered to be forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act") and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). The words "believe," "may," "will," "estimate," "continue," "anticipate," "intend," "should," "plan," "expect," "strategy," "future," "likely," variations of such words, and other similar expressions, as they relate to the Company, are intended to identify forward-looking statements. However, the absence of these words or similar expressions does not mean that a statement is not forward-looking. Forward-looking statements include statements relating to future actions, business plans, objectives and prospects, future operating or financial performance. In connection with the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995, the Company is identifying certain factors that could cause actual results to differ, perhaps materially, from those indicated by these forward-looking statements. Those factors, risks and uncertainties include, but are not limited to, potential changes in overall healthcare reimbursement, including CMS competitive bidding, sequestration, concentration of customers, increased focus on early detection of cancer, competitive treatments, dependency on Medicare Supplier Number, availability of chemotherapy drugs, global financial conditions, changes and enforcement of state and federal laws, natural forces, competition, dependency on suppliers, risks in acquisitions & joint ventures, U.S. Healthcare Reform, relationships with healthcare professionals and organizations, technological changes related to infusion therapy, dependency on websites and intellectual property, the ability of the Company to successfully integrate acquired businesses, dependency on key personnel, dependency on banking relations and covenants, and other risks associated with our common stock, as well as any litigation to which the Company may be involved in from time to time; and other risk factors as discussed in the Company's annual report on Form 10-K for the year ended December 31, 2016 and in other filings made by the Company from time to time with the Securities and Exchange Commission, including our quarterly reports on Form 10-Q. Our annual report on Form 10-K is available on the SEC's EDGAR website at [www.sec.gov](http://www.sec.gov), and a copy may also be obtained by contacting the Company. All forward-looking statements made in this press release speak only as of the date hereof. We do not intend, and do not undertake any obligation, to update any forward-looking statements to reflect future events or circumstances after the date of such statements, except as required by law.*

*Additional information about InfuSystem Holdings, Inc. is available at [www.infusystem.com](http://www.infusystem.com).*

**CONTACT:** Gregg Lehman  
Executive Chairman – InfuSystem Holdings, Inc.  
615-567-5462

Joe Dorame, Joe Diaz & Robert Blum  
Lytham Partners, LLC  
602-889-9700