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

FORM 8-K

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

Date of Report (Date of earliest event reported): July 31, 2018

InfuSystem Holdings, Inc.
(Exact name of registrant as specified in its charter)

Delaware	**001-35020**	**20-3341405**
(State or other jurisdiction of incorporation or organization)	(Commission File Number)	(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))

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. ☐

Item 1.01. Entry into a Material Definitive Agreement.

Fourth Amendment to Credit Agreement

On July 31, 2018, InfuSystem Holdings, Inc., (the "**Company**"), and its direct and indirect subsidiaries, entered into the Fourth Amendment to Credit Agreement (the "**Amendment**") with JPMorgan Chase Bank, N.A., as lender (the "**Lender**") which amends the credit agreement among the Company, its direct and indirect subsidiaries (together with the Company, collectively, the "**Borrowers**"), and the Lender, entered into on March 23, 2015 (as amended, the "**Credit Agreement**"). Capitalized terms used but not otherwise defined herein have the meaning set forth in the Amendment. The Amendment, among other matters, amended the Credit Agreement as follows: (i) the Lender agrees to make a Term C Loan to the Borrowers for the repurchase of up to 2,774,194 shares of capital stock from Ryan Morris, his affiliates, and a second shareholder, in an aggregate amount not to exceed $8,600,000; (ii) the Lender agrees to make Capital Expenditure Loans to the Borrowers for the sole purpose of purchasing Eligible Equipment in an aggregate amount not to exceed $6,400,000; (iii) to exclude borrowings used to fund the stock repurchases referenced above from the definition of Fixed Charges; and (iv) to reduce the Fixed Charge Coverage Ratio from 1.25:1.0 to 1.15:1.0. Principal payments on the Term C Loan and Capital Expenditure Loans are due quarterly. The Term C Loan matures on December 6, 2021, and the Capital Expenditure Loans mature on December 31, 2024.

This summary of the Amendment does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Amendment, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

Stock Purchase and Settlement Agreement

On July 31, 2018, the Company, Ryan J. Morris and Meson Capital, L.P. (together, the "**Sellers**") entered into a Stock Purchase and Settlement Agreement (the "**Stock Purchase Agreement**") for the purchase by the Company of the 2,159,209 shares of the Company's common stock cumulatively owned by the Sellers for $3.10 per share, equaling $6,693,547.90 in total. The Stock Purchase Agreement contains customary representations and warranties, an agreement by the Sellers not to purchase any shares of the Company's common stock for three years following closing, a mutual non-disparagement agreement and a mutual release of claims between the Company and the Sellers. The closing of the stock purchases under the Stock Purchase Agreement will occur upon transfer of the shares of the Company's common stock from the Sellers to the Company. The Company intends to fund the purchase price for the shares with the proceeds from the Term C Loan described above.

This summary of the Stock Purchase Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Stock Purchase Agreement, which is filed as Exhibit 10.2 to this Current Report on Form 8-K and incorporated herein by reference.

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

The disclosure required by this item is included in Item 1.01 above and is incorporated herein by reference.

Item 8.01. Other Events.

On July 31, 2018, the Company entered into a stock purchase agreement with a stockholder for the purchase by the Company of 663,637 shares of the Company's common stock owned by the stockholder for $3.10 per share, equaling $2,057,274.70 in total. The stock purchase agreement contains customary representations and warranties, and the closing of the stock purchases under the agreement will occur within three days following the execution of the agreement. The Company intends to fund the purchase price for the shares with the proceeds from the Term C Loan described above.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits:

Exhibit No.	**Description**
Exhibit 10.1	Fourth Amendment to Credit Agreement
Exhibit 10.2	Stock Purchase and Settlement Agreement

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/ Gregory W. Schulte
Gregory W. Schulte
Chief Financial Officer

Dated: August 2, 2018

Exhibit 10.1

Execution Copy

FOURTH AMENDMENT TO CREDIT AGREEMENT

THIS FOURTH AMENDMENT TO CREDIT AGREEMENT, dated as of July 31, 2018 (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 following definitions are hereby added to Section 1.01 of the Credit Agreement, in the appropriate alphabetical order thereto:

"2018 Share Repurchase" means the repurchase during the 2018 fiscal year by the Borrowers of up to 2,774,194 shares of capital stock from Ryan Morris, his affiliates, and a second shareholder to be identified, in an aggregate amount not to exceed $8,600,000, in accordance with a separate repurchase agreement and other related agreements between InfuSystem Holdings, Inc. and the selling stockholders.

"Capital Expenditure Loans" means the Capital Expenditure Loans extended by the Lender to the Borrowers pursuant to Section 2.01(f).

"Capital Expenditure Loan Commitment" means the aggregate commitment of the Lender to make the Capital Expenditure Loans, which aggregate commitment shall be Six Million Four Hundred Thousand Dollars ($6,400,000) on the Fourth Amendment Effective Date. After advancing the Capital Expenditure Loans, each reference to the Capital Expenditure Loan Commitment shall refer to the outstanding amount of the Capital Expenditure Loans plus any undrawn amounts remaining with respect to the Capital Expenditure Loan facility.

"Capital Expenditure Loan Draw Period" means the period commencing on the Fourth Amendment Effective Date and ending on the earliest of (a) the date upon which the aggregate Capital Expenditure Loan Commitment is fully advanced pursuant to Section 2.01(f), and (b) December 31, 2019 (if the same is a Business Day, or if not then the immediately next succeeding Business Day).

"Capital Expenditure Loan Maturity Date" means December 31, 2024 (if the same is a Business Day, or if not then the immediately next succeeding Business Day).

"Eligible Equipment" means any Medical Equipment Held for Sale or Rental, free and clear of any Liens, other than those in favor of the Lender.

"Fourth Amendment" means the Fourth Amendment to this Agreement among the parties hereto.

"Fourth Amendment Effective Date" means the effective date of the Fourth Amendment.

"Term C Commitment" means the commitment of the Lender to make a Term C Loan, expressed as an amount representing the maximum principal amount of the Term C Loan to be made by the Lender. The amount of the Lender's Term C Commitment on the Fourth Amendment Effective Date is $8,600,000.

"Term C Loan" means a Loan made pursuant to Section 2.01(e).

"Term C Maturity Date" means December 6, 2021 (if the same is a Business Day, or if not then the immediately next succeeding Business Day).

1.2 The following definitions set forth in Section 1.01 shall be amended and restated as follows:

"Borrowing" means (a) Revolving Loans of the same Type, made, converted or continued on the same date and, in the case of Eurodollar Loans, as to which a single Interest Period is in effect, (b) the Term Loans made, converted or continued on the same date and, in the case of Eurodollar Loans, as to which a single Interest Period is in effect, and (c) the Capital Expenditure Loans made on the same date and, in the case of Eurodollar Loans, as to which a single Interest Period is in effect.

"Class", when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Revolving Loans, Term Loans, or Capital Expenditure Loans, and (b) any Commitment, refers to whether such Commitment is a Revolving Commitment, Term Commitment or Capital Expenditure Loan Commitment.

"Commitment" means the sum of the Revolving Commitment, Term Commitments and Capital Expenditure Loan Commitment.

"Term Commitments" means the Term A Commitment and the Term B Commitment, provided that such were replaced as of the First Amendment Effective Date with a Term Loan in an aggregate amount equal to $32,000,000, and the Term C Commitment.

"Term Loans" means the Term A Loans and the Term B Loans, provided that such were replaced and refinanced as of the First Amendment Effective Date with a Term Loan in an aggregate amount equal to $32,000,000, and the Term C Loan.

1.3 The definition of "Fixed Charges" in Section 1.01 of the Credit Agreement is amended by adding the following to the end of the first sentence thereof: "provided, however, that the 2018 Share Repurchase, in an aggregate amount not to exceed $8,600,000, shall not be included in the calculation of Fixed Charges."

1.4 Section 2.01 shall be amended by adding the following subsections (e) and (f) immediately following subsection (d):

(e) Subject to the terms and conditions set forth herein, the Lender agrees to make the Term C Loan in dollars to the Borrowers, on the Fourth Amendment Effective Date, in a principal amount not to exceed the Lender's Term C Commitment. Amounts prepaid or repaid in respect of Term C Loan may not be reborrowed.

(f) Subject to the terms and conditions set forth herein, each Lender agrees to make Capital Expenditure Loans to the Borrowers from the Fourth Amendment Effective Date until December 31, 2019, in an aggregate amount equal to the Capital Expenditure Loan Commitment, by making immediately available funds available to the account designated by the Borrowers in writing. Each Borrowing of Capital Expenditure Loans shall be used solely to purchase Eligible Equipment to be used in Borrowers' business and shall be in amounts not to exceed 90% of the invoiced hard costs of such acquired equipment. Amounts repaid in respect of Capital Expenditure Loans may not be reborrowed.

1.5 Section 2.02(d) shall be restated as follows:

(d) Notwithstanding any other provision of this Agreement, the Borrowers shall not be entitled to request, or to elect to convert or continue any Borrowing if the Interest Period requested with respect thereto would end after the Revolving Credit Maturity Date, the Term Maturity Date or the Capital Expenditure Loan Maturity Date, as applicable.

1.6 Section 2.03 of the Credit Agreement shall be amended by adding the following subsection (b):

(b) Requests for Capital Expenditure Borrowings. To request a Capital Expenditure Borrowing, the Borrowers shall notify the Lender of such request either in writing delivered by hand or fax (or transmitted by electronic communication, if arrangements for doing so have been approved by the Lender) in a form approved by the Lender and signed by the Borrowers (a) in the case of a Eurodollar Borrowing, not later than 10:00 a.m., Detroit time, three Business Days before the date of the proposed Borrowing or (b) in the case of an CBFR Borrowing, not later than noon, Detroit time, on the date of the proposed Borrowing. Each such Borrowing Request shall be irrevocable and shall be confirmed promptly by hand delivery or facsimile to the Lender of a written Borrowing Request in a form approved by the Lender and signed by the Borrowers. Each such Borrowing Request shall specify the following information in compliance with Section 2.01:

(i) the aggregate amount of the requested Borrowing and a breakdown of the separate wires comprising such Borrowing;

(ii) the date of such Borrowing, which shall be a Business Day;

(iii) whether such Borrowing is to be an CBFR Borrowing or a Eurodollar Borrowing;

(iv) in the case of a Eurodollar Borrowing, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term "Interest Period; and

(v) a description of the equipment to be acquired with the proceeds of such Borrowing, together with a copy of the invoice for such equipment and such other documents and supporting materials reasonably requested by the Lender.

If no election as to the Type of Borrowing is specified, then the requested Borrowing constituting a Capital Expenditure Loan shall be a CBFR Borrowing. If no Interest Period is specified with respect to any requested Eurodollar Borrowing constituting a Capital Expenditure Loan, then the Borrowers shall be deemed to have selected an Interest Period of one month's duration.

1.7 Section 2.07(a) shall be restated as follows:

(a) Unless previously terminated, (i) the Term Commitments shall terminate on the Term Maturity Date, (ii) the Capital Expenditure Loan Commitment shall terminate at the Capital Expenditure Loan Maturity Date, and (iii) the Revolving Commitment shall terminate on the Revolving Credit Maturity Date.

1.8 Section 2.08 of the Credit Agreement shall be amended by restating subsection (b) and (c) in its entirety as follows:

(b)(i) The Borrowers hereby unconditionally agree that the Term A Loans and the Term B Loans are 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 A Loans and the Term B Loans as of the Fourth Amendment Effective Date is $25,102,969. As of the Fourth Amendment Effective Date, the Borrowers hereby unconditionally promise to pay to the Lender the principal amount of the Term A Loans and the Term B Loans commencing with the last Business Day of September, 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 $896,000 (as adjusted from time to time pursuant to Section 2.09(d) or 2.16(b)).

(ii) The Borrowers hereby unconditionally promise to pay to the Lender the principal amount of Term C Loan on the last Business Day of each March, June, September and December in consecutive quarterly principal installments each in the amount of $307,143 (as adjusted from time to time pursuant to Section 2.09(d) or 2.16(b)).

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.

(c) With respect to the Capital Expenditure Loans, the Borrowers hereby unconditionally promise to pay to the Lender, commencing with the last Business Day of December 2019 and on the last Business Day of each March, June, September and December thereafter, in consecutive quarterly principal installments based on a five (5) year amortization of the then outstanding balance as of December 31, 2019 (as adjusted from time to time pursuant to Section 2.09(d) or 2.16(b)). To the extent not previously paid, all unpaid Capital Expenditure Loans shall be paid in full in cash by the Borrowers on the Capital Expenditure Loans Maturity Date.

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, third to cash collateralize outstanding LC Exposure, and fourth to prepay the Capital Expenditure Loans (with such prepayments to be applied to reduce the remaining scheduled repayments of Capital Expenditure Loans in the inverse order of maturity). 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 Section 2.09(f) of the Credit Agreement is hereby deleted in its entirety.

1.11 Sections 3.15, 316, 3.17 and 3.24(b) of the Credit Agreement are each amended by replacing each reference therein to "Effective Date" with "Fourth Amendment Effective Date".

1.12 The following new Section 4.02(e) is added the Credit Agreement:

(e) Each Borrowing of a Capital Expenditure Loan (x) represents an amount not to exceed 90% of the invoiced hard costs of equipment being acquired by the Borrowers with the proceeds of such Borrowing and (y) shall not be used for any purpose other than the acquisition of Eligible Equipment, and all equipment acquired with the proceeds of any Capital Expenditure Loans shall be acquired free and clear of all Liens and no Indebtedness (other than the Capital Expenditure Loans) may be incurred in connection therewith. All Eligible Equipment shall be subject to any additional conditions required by Lender.

1.13 Section 5.08(a) is amended by adding the following phrase to the end of the first sentence thereof:

"and proceeds of any Term C Loan shall be used solely to pay the purchase price for the 2018 Share Repurchase (or any customary transaction fees and expenses (including, without limitation, those of advisors and counsel) or integration expenses in connection therewith, provided that the aggregate amount of all such transaction fees and expenses and integration expenses shall not exceed $8,600,000).

1.14 Section 6.01(b) is amended by replacing the reference therein to "on the date hereof" with "on the Fourth Amendment Effective Date".

1.15 Section 6.08(a) is amended by (i) re-designating Section 6.08(a)(iv) as Section 6.08(a)(v), (ii) adding the following new Section 6.08(a)(iv) immediately prior thereto, and (iii) replacing the reference in Section 6.08(a)(v) to "$2,500,000" with "$10,000,000 (provided that the 2018 Share Repurchase amount shall be excluded)":

(iv) as long as no Default has occurred and is continuing or would result after giving effect to such Restricted Payment, the Company may make the Restricted Payments required in connection with the 2018 Share Repurchase which, as an abundance of caution, shall not exceed $8,600,000.

1.16 Section 6.12(b) is restated as follows:

(b) Fixed Charge Coverage Ratio. The Borrowers will not permit the Fixed Charge Coverage Ratio to be less than 1.15:1.0 at any time on or after the Fourth Amendment Effective Date.

1.17 Section 6.12(c) of the Credit Agreement is hereby deleted in its entirety.

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 The Borrowers shall have paid an amendment fee in the amount of $20,000, to the Lender.

3.4 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 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]

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/ Gregory W. Schulte
Name: Gregory W. Schulte
Title: EVP & CFO

INFUSYSTEM, INC.

By /s/ Gregory W. Schulte
Name: Gregory W. Schulte
Title: EVP & CFO

FIRST BIOMEDICAL, INC.

By /s/ Gregory W. Schulte
Name: Gregory W. Schulte
Title: EVP & CFO

IFC LLC

By /s/ Gregory W. Schulte
Name: Gregory W. Schulte
Title: EVP & CFO

INFUSYSTEM HOLDINGS USA, INC.

By /s/ Gregory W. Schulte
Name: Gregory W. Schulte
Title: EVP & CFO

JPMORGAN CHASE BANK, N.A.

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

Exhibit 10.2

STOCK PURCHASE AND SETTLEMENT AGREEMENT

This Stock Purchase and Settlement Agreement (this "Agreement") is dated as of July 31, 2018, and entered into among InfuSystem Holdings, Inc. (the "Company"), Ryan J. Morris, an individual, and Meson Capital, L.P., a Delaware limited partnership (collectively, the "Sellers") (each of the Company and the Sellers, a "Party" to this Agreement, and collectively, the "Parties").

As of the date hereof, the Sellers beneficially own shares of common stock of the Company (the " Common Stock") totaling, in the aggregate, 2,159,209 shares (the "Shares") of the Common Stock issued and outstanding on the date hereof.

The Parties hereto agree that it is in their mutual interests to enter into this Agreement that, among other things, provides for the purchase of all of the Sellers' Shares by the Company in accordance with the terms set forth herein.

The Parties hereby agree as follows:

Article I. PURCHASE AND SALE OF STOCK

Section 1.01 Sale of Shares. On the terms and subject to the conditions set forth in this Agreement, the Sellers agree to sell, assign, transfer and deliver to the Company at the Closing, and the Company agrees to purchase and redeem from the Sellers at the Closing, the Shares owned by the Sellers.

Section 1.02 Purchase Price. The purchase price for the Shares will be $3.10 per share, equaling $6,693,547.90 in total (the "Purchase Price"). The number of Shares owned by each Seller for purposes of determining the Purchase Price payable to each Seller is set forth on Exhibit A.

Section 1.03 Closing. The closing of the transactions contemplated hereby (the "Closing") will take place at the close of trading within seven days after the date hereof, or as soon as may be arranged by the Parties (the "Closing Date"), by electronic delivery to the Company of the Shares held in street name and purchased from the Sellers pursuant hereto through the Depository Trust Company to a Computershare account for the benefit of the Company and, with respect to Shares held of record, a certificate or certificates representing such Shares duly endorsed for transfer or accompanied by appropriate stock powers duly executed in blank and other appropriate instructions to Computershare, and in either case including such transfer and other documents as are reasonably required by Computershare. Payment of the Purchase Price will occur on the business day immediately following receipt by the Company of confirmation from Computershare that the Shares have been effectively transferred (which payment may occur on more than one day as Shares are transferred), with such payment to by wire transfer of immediately available funds to accounts designated via email by the Sellers.

Section 1.04 Representations and Warranties of the Sellers. Each of the Sellers hereby makes the following representations and warranties to the Company, each of which is true and correct as of the date hereof and as of the Closing Date and each of which will survive the Closing and the transactions contemplated hereby:

(a) Ownership. The Sellers are the sole direct beneficial owners of their respective Shares. The Shares are owned by the Sellers, and will be transferred to the Company, free and clear of any and all liens, pledges, claims, encumbrances, security interests, rights of first refusal, options, conditions, restrictions, rights, interests or charges of any kind or character.

(b) Authority. The Sellers have all requisite power and authority to execute, deliver and perform their obligations under this Agreement. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action on the part of the Sellers.

(c) Binding Obligations. This Agreement has been duly executed and delivered by the Sellers and constitutes a legal, valid and binding obligation of the Sellers, enforceable against the Sellers in accordance with its terms, except to the extent that enforceability may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights generally or by general principles of equity.

(d) Consents. No governmental consent, approval, authorization, license or clearance, or filing or registration with any governmental or regulatory authority, is required in order to permit the Sellers to perform their obligations under this Agreement, except for such as have been obtained.

(e) The Sellers have received and carefully reviewed the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2017, all subsequent public filings of the Company with the Securities and Exchange Commission, other publicly available information regarding the Company, and such other information that the Sellers and their respective advisers deem necessary to make their decision to enter into the transactions contemplated by this Agreement;

(f) The Sellers have evaluated the merits and risks of the transactions contemplated by this Agreement based exclusively on their own independent review and consultations with such investment, legal, tax, accounting and other advisers as they deemed necessary. The Sellers have made their own decision concerning the transactions contemplated by this Agreement without reliance on any representation or warranty of, or advice from, the Company other than those set forth in Section 1.05;

(g) Neither the Company nor any of its affiliates, stockholders, directors, officers, employees and agents (1) has been requested to or has provided the Sellers with any information or advice with respect to the Shares nor is such information or advice necessary or desired or (2) has made or makes any representation as to the Company or the credit quality of the Shares;

(h) The Sellers acknowledge and understand that (1) the Company and its affiliates, stockholders, directors, officers, employees and agents possess material nonpublic information regarding the Company not known to the Sellers that may impact the value of the Shares, including, without limitation, (x) information received by individuals in their capacities as directors, officers, significant stockholders or affiliates of the Company, (y) information otherwise received from the Company on a confidential basis, and (z) information received on a privileged basis from the attorneys and financial advisers representing the Company and its Board of Directors (collectively, the "Information"), and that the Company is not disclosing the Information to the Sellers. The Sellers understand, based on their experience, the disadvantage to which the Sellers are subject due to the disparity of information between the Sellers and the Company. Notwithstanding such disparity, the Sellers have deemed it appropriate to enter into this Agreement and to consummate the transactions contemplated by this Agreement;

(i) The Sellers agree that none of the Company, its affiliates, stockholders, directors, officers, employees and agents will have any liability to the Sellers (collectively or individually) whatsoever due to or in connection with the Company's use or non-disclosure of the Information as a result of the transactions contemplated by this Agreement, and the Sellers hereby irrevocably waive any claim that they (collectively or individually) might have based on the failure of the Company to disclose the Information.

Section 1.05 Representations and Warranties of the Company. The Company hereby makes the following representations and warranties to the Sellers, each of which is true and correct as of the date hereof and as of the Closing Date and each of which will survive the Closing and the transactions contemplated hereby:

(a) Authority. The Company has all requisite power and authority to execute, deliver and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by the Company and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action on the part of the Company.

(b) Binding Obligations. This Agreement has been duly executed and delivered by the Company and constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except to the extent that enforceability may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights generally or by general principles of equity.

(c) Consents; Reliance. No governmental consent, approval, authorization, license or clearance, or filing or registration with any governmental or regulatory authority, is required in order to permit the Company to perform its obligations under this Agreement, except for such as have been obtained. The Company has made its own decision concerning the transactions contemplated by this Agreement without reliance on any representation or warranty of, or advice from, the Sellers other than those set forth in Section 1.04.

(d) Assets. The Company has adequate assets to pay the Purchase Price.

Section 1.06 Reliance.

(a) The Sellers acknowledge that (1) the Company is relying on the Sellers' representations, warranties, acknowledgments and agreements in this Agreement as a condition to proceeding with the transactions contemplated by this Agreement and (2) without such representations, warranties and agreements, the Company would not enter into this Agreement or engage in the transactions contemplated by this Agreement.

(b) The Company acknowledges that (1) the Sellers are relying on the Company's representations, warranties, acknowledgments and agreements in this Agreement as a condition to proceeding with the transactions contemplated by this Agreement and (2) without such representations, warranties and agreements, the Sellers would not enter into this Agreement or engage in the transactions contemplated by this Agreement.

Section 1.07 Covenant Not to Purchase Shares. The Sellers agree and covenant not purchase or attempt to purchase any shares of the Company's Common Stock, or any options to purchase shares of the Company's Common Stock, at any time during the three year period following the Closing Date.

Article II. RELEASE OF CLAIMS

Section 2.01 Release by Company. For the consideration and mutual promises specified herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company hereby releases and discharges each of the Sellers and all of their successor(s), predecessor(s)-in-interest, subsidiaries, related and affiliated companies and entities, and each of the foregoing companies' and entities' respective divisions, officers, directors, shareholders, agents, employees, representatives, and independent contractors, past, present or future ("Sellers' Released Parties") from all obligations, debts, liabilities, torts, covenants, contracts or causes of action of any kind whatsoever, at law or in equity, in each case to the extent known to the Company, that the Company may have against the Sellers' Released Parties as of the date hereof including, but not limited to, (i) any tortious interference action against Ryan Morris relating to him contacting JPMorgan Chase Bank, N.A. during April 2018 and (ii) any claims relating to statements made by Sellers in their public filings or in the Value Investor Club Message Board. Any matter related to the enforceability or performance of this Agreement is not released by the Company.

Section 2.02 Release by Sellers. For the consideration and mutual promises specified herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Sellers hereby release and discharge the Company and all of its successor(s), predecessor(s)-in-interest, subsidiaries, related and affiliated companies and entities, and each of the foregoing companies' and entities' respective divisions, officers, directors, shareholders, agents, employees, representatives, and independent contractors, past, present or future ("Company's Released Parties") from all obligations, debts, liabilities, torts, covenants, contracts or causes of action of any kind whatsoever, at law or in equity, whether known or unknown that any Seller may have against the Company's Released Parties as of the Closing Date, except that any matter related to the enforceability or performance of this Agreement is not released.

Section 2.03 Mutual Non-Disparagement. Subject to applicable law, each of the Parties covenants and agrees that neither it nor any of its respective current agents, subsidiaries, affiliates, successors, assigns, officers, key employees or directors will make or induce others to make any written or oral statements that disparage or demean the other Party or the other Party's affiliates, or the other Party's or the other Party's affiliates' officers, directors, employees, stockholders, managers, members, representatives, agents, products, or services other than, in the case of individuals, to the individual's immediate family members or financial or legal advisors, or if (a) testifying truthfully under oath pursuant to a lawful court order or subpoena or the equivalent, including arbitral orders, and interview requests from governmental agencies or (b) responding truthfully pursuant to a request from a governmental agency acting within the scope of their investigative authority. Nothing in this Section 2.03 or in any other provision of this Agreement will be interpreted or applied to prohibit a Party from making any good faith report to any governmental agency or other governmental entity concerning any acts or omissions that a Party believes to constitute a possible violation of federal or state law or making other disclosures that are protected under the whistleblower provisions of applicable federal or state law or regulation.

Article III. MISCELLANEOUS

Section 3.01 Public Announcements; Filings. Unless otherwise required by applicable securities laws or the rules of the New York Stock Exchange, none of the Parties will issue any press release or public announcement regarding this Agreement or the matters contemplated hereby without the prior written consent of the other Parties. The Parties acknowledge that promptly after the Closing, (a) the Company will file with the Securities and Exchange Commission a Current Report on Form 8-K with respect to the execution and delivery of this Agreement and (b) the Sellers will file with the Securities and Exchange Commission an amendment to their Schedule 13D with respect to the execution and delivery of this Agreement.

Section 3.02 Notices. All notices, requests and other communications to any Party hereunder will be in writing (including prepaid overnight courier, facsimile transmission or similar writing) and will be given to such Party at its address or facsimile number set forth on the signature pages hereto, or at such other address or facsimile number as such Party may hereafter specify in writing. Each such notice, request or other communication will be effective (a) if given by facsimile, when transmitted to the facsimile number specified in this Section and confirmation of receipt is received by the sender, (b) if given by mail, upon the earlier of actual receipt or three business days after deposit in the United States Mail, registered or certified mail, return receipt requested, properly addressed and with proper postage prepaid, (c) one business day after deposit with a reputable overnight courier properly addressed and with all charges prepaid or (d) when received, if by any other means. The Parties will promptly notify each other in the manner provided in this Section of any change in their respective addresses. A notice of change of address will not be deemed to have been given until received by the addressee. Communications by facsimile also will be sent concurrently by mail, but will in any event be effective as stated above.

Section 3.03 Expenses. The Company, on the one hand, and the Sellers, on the other hand, will each pay its and their own expenses with respect to this Agreement.

Section 3.04 Specific Performance. Each of the Parties acknowledges and agrees that irreparable injury to the other Parties would occur if any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached and that such injury would not be adequately compensable by the remedies available at law (including the payment of money damages). It is accordingly agreed that the Parties will each be entitled to specific enforcement of, and injunctive relief to prevent any violation of, the terms hereof, and the other Parties will not take action, directly or indirectly, in opposition to the moving Party seeking such relief on the grounds that any other remedy or relief is available at law or in equity. This Section 3.04 is not the exclusive remedy for any violation of this Agreement.

Section 3.05 Further Assurances. Each Party will execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated by this Agreement.

Section 3.06 Assignment. No Party will assign this Agreement or any rights, interests or obligations hereunder, or delegate performance of any of its obligations hereunder, without the prior written consent of the other Parties.

Section 3.07 Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings between the Parties with respect to the subject matter hereof.

Section 3.08 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement will remain in full force and effect and will not be affected, impaired or invalidated. In addition, the Parties agree to use commercially reasonable efforts to agree upon and substitute a valid and enforceable term, provision, covenant or restriction for any of such that is held invalid, void or enforceable by a court of competent jurisdiction.

Section 3.09 Waiver, Amendment, etc. This Agreement may not be amended or supplemented, and no waivers of or consents to or departures from the provisions hereof will be effective, unless set forth in a writing, and delivered to, the other applicable Parties. No failure or delay of any Party in exercising any power or right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or power, or any abandonment or discontinuance of steps to enforce such right or power, preclude any other or further exercise thereof or the exercise of any other right or power.

Section 3.10 Binding Agreement; No Third Party Beneficiaries. This Agreement will be binding upon and inure to the benefit of the Parties and their successors and permitted assigns. Nothing expressed or implied herein is intended or will be construed to confer upon or to give to any third party any rights or remedies by virtue hereof.

Section 3.11 Governing Law; Exclusive Jurisdiction. This Agreement is governed by and is to be construed and enforced in accordance with the laws of the State of Delaware without reference to the conflict of laws principles thereof. Any legal action or proceeding with respect to this Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder brought by a Party or its successors or assigns, will be brought and determined exclusively in the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (or, if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any federal court within the State of Delaware). Each of the Parties hereby irrevocably submits with regard to any such action or proceeding for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the aforesaid courts and agrees that he or it will not bring any action relating to this Agreement in any court other than the aforesaid courts. Each of the Parties hereby irrevocably waives, and agrees not to assert in any action or proceeding with respect to this Agreement, (a) any claim that he or it is not personally subject to the jurisdiction of the above-named courts for any reason, (b) any claim that he or it or his or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (c) to the fullest extent permitted by applicable legal requirements, any claim that (1) the suit, action or proceeding in such court is brought in an inconvenient forum, (2) the venue of such suit, action or proceeding is improper or (3) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

Section 3.12 Counterparts. This Agreement may be executed in one or more counterparts each of which when so executed and delivered will be deemed an original but all of which will constitute one and the same Agreement (including by means of electronic delivery or facsimile).

[Signature Pages Follow]

The Parties have caused this Stock Purchase and Settlement Agreement to be duly executed as of the date first above written.

InfuSystem Holdings, Inc.

By:/s/ Richard A. DiIorio
Name: Richard A. DiIorio
Title: President
Address: 31700 Research Park Drive
Madison Heights, Michigan 48071
Attention: President

with a copy (which will not constitute notice) to:

Stinson Leonard Street LLP
1201 Walnut, Suite 2900
Kansas City, Missouri 64106
Attention: Scot Hill and Scott Gootee

/s/ Ryan J. Morris
Ryan J. Morris
Address: One Sansome Street, Suite 1895
San Francisco, CA 94104

Meson Capital, L.P.
by Meson Capital Partners LLC, its general partner

By:/s/ Ryan J. Morris
Name: Ryan J. Morris
Title: Managing Member
Address: One Sansome Street, Suite 1895
San Francisco, CA 94104

EXHIBIT A
SELLERS

Seller	Number of Company Shares Owned	Purchase Price
Meson Capital LP	2,071,865	$6,422,781.50
Ryan J. Morris	87,344	$270,766.40
Total:	2,159,209	$6,693,547.90