
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 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): August 10, 2012

MANITEX INTERNATIONAL, INC.

(Exact Name of Registrant as Specified in Charter)

Michigan
**(State or Other Jurisdiction
of Incorporation)**

001-32401
**(Commission
File Number)**

42-1628978
**(IRS Employer
Identification No.)**

9725 Industrial Drive, Bridgeview, Illinois 60455
(Address of Principal Executive Offices) (Zip Code)

(708) 430-7500
(Registrant's Telephone Number, Including Area Code)

(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:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement.***Company and Comerica Bank Amend the Canadian Credit Agreements to increase the Company's borrowing capacity:***

Manitex International, Inc. (the "Company") currently has a Canadian revolving credit facility (the "Loan Agreement") with Comerica Bank ("Comerica"). On August 10, 2012, the Company and certain of its subsidiaries entered into amendments to the existing Loan Agreement with Comerica which, among other things:

- Increases the maximum borrowing under the credit facility by \$1,500,000 from \$6,500,000 to \$8,000,000;
- Modifies the advance formula for the Canadian credit facilities which will increase the amount the Company can borrow.

The specific documents that were amended are:

- Amendment No. 1 to Amended and Restated Master Revolving Note dated December 21, 2011 ("Amendment No. 1), Exhibit 10.1 and
- First Amendment to Advance Formula Agreement dated December 23, 2011 ("First Amendment") Exhibit 10.2.

Additionally, the following the Recertification and Reaffirmations were also executed:

- Recertification of Authority issued by Manitex Liftking, ULC, Exhibit 10.3.
- Reaffirmation of Guaranty that reaffirms Manitex International, Inc.'s obligation under its Guaranty dated December 23, 2011, Exhibit 10.4
- Reaffirmation of Guaranty that reaffirms Manitex, LLC's obligation under its Guaranty dated December 23, 2011, Exhibit 10.5.

Amendment No. 1, as stated above, increases the Maximum that can be borrowed under the Loan Agreement by \$1,500,000 to \$8,000,000. Additionally, Amendment No. 1 adds a provision that under which Comerica is to receive an unused credit line fee in an amount equal to one-eighth percent (1/8%) per annum payable quarterly in arrears.

The First Amendment, modifies certain definitions and amounts used in calculating the borrowing base including increasing the inventory borrowing limit used in the advance formula from CDN\$3,500 to CDN\$5,000 and to increase the work in process inventory cap from CDN\$500 to CDN\$625. The advance formula was also modified so that the \$5,000 inventory cap is the maximum that can be borrowed using the inventory as collateral including amounts borrowed using work in process inventory as collateral. Finally, the definition of Eligible Accounts was modified to include certain governmental agencies or departments as Eligible Accounts.

The above summaries of the amendments, recertification and reaffirmations are qualified in their entirety by reference to the copies of such amendments, recertification and reaffirmations attached as Exhibits 10.1, 10.2, 10.3, 10.4, and 10.5 to this Current Report on Form 8-K and incorporated by reference herein.

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

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

Item 9.01. Financial Statements and Exhibits.

(a) *Financial Statements of Businesses Acquired.*

Not applicable.

(b) *Pro Forma Financial Information.*

Not applicable.

(c) *Shell Company Transactions.*

Not applicable.

(d) *Exhibits.*

See the Exhibit Index set forth below for a list of exhibits included with this Current Report on Form 8-K.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Company has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

MANITEX INTERNATIONAL, INC.

By: /s/ David H. Gransee

Name: David H. Gransee

Title: Vice President and Chief Financial
Officer

Date: August 13, 2011

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description</u>
10.1	Amendment No. 1 to Amended and Restated Master Revolving Note dated December 21, 2011
10.2	First Amendment to Advance Formula Agreement dated December 23, 2011
10.3	Recertification of Authority issued by Manitex Liftking, ULC
10.4	Reaffirmation of Guaranty that reaffirms Manitex International, Inc.'s obligation under its Guaranty dated December 23, 2011
10.5	Reaffirmation of Guaranty that reaffirms Manitex, LLC's obligation under its Guaranty dated December 23, 2011

AMENDMENT NO. 1 TO NOTE

This Amendment No. 1 to Note (“Amendment”), is made, delivered, and effective as of August 10, 2012 by and between **MANITEX LIFTKING, ULC**, an Alberta corporation (“Borrower”) and **Comerica Bank**, a Texas banking association (“Bank”) in order to amend the US\$6,500,000.00 Amended and Restated Master Revolving Note (Multi-Currency) dated December 23, 2011, made by Borrower to Bank (“Note”).

For valuable consideration, Borrower and Bank agree as follows:

1. The Note is amended as follows:

(a) Effective August 10, 2012, the face amount of the Note is increased from US\$6,500,000.00 to **\$8,000,000.00**.

(b) Borrower shall pay to Bank an unused commitment fee equal to 0.125% multiplied by the daily average balance by which the face amount of the Note exceeded the aggregate amount of outstanding Advances (“Unused Fee”). The Unused Fee shall be payable in arrears on the first Business day of each fiscal quarter of Borrower, for the quarter most recently ended. The Unused Fee shall be calculated on the basis of a 360 day year, and assessed for the actual number of days elapsed in the period of calculation thereof.

2. This Amendment is not an agreement to any further or other amendment of the Note. Borrower expressly acknowledges and agrees that except as expressly amended in this Amendment, the Note, as amended, remains in full force and effect and is ratified and confirmed. The execution of this Amendment shall not be deemed to be a waiver of any Default or Event of Default.

3. All the terms used in this Amendment which are defined in the Note shall have the same meaning as used in the Note, unless otherwise defined in this Amendment.

4. Borrower waives, discharges, and forever releases Bank, Bank’s employees, officers, directors, attorneys, stockholders, and their successors and assigns, from and of any and all claims, causes of action, allegations or assertions that Borrower has or may have had at any time up through and including the date of this Amendment, against any or all of the foregoing, regardless of whether any such claims, causes of action, allegations or assertions are known to Borrower or whether any such claims, causes of action, allegations or assertions arose as result of Bank’s actions or omissions in connection with the Note, or any amendments, extensions or modifications thereto, or Bank’s administration of the debt governed by the Note or otherwise.

5. Borrower is responsible for all costs incurred by Bank, including without limit reasonable attorney fees, with regard to the preparation and execution of this Amendment.

[Signature Page Follows]

This Amendment No. 1 to Note is executed and delivered as of the Effective Date.

COMERICA BANK

MANITEX LIFTKING, ULC

By: /s/ Omer Ahmed
Name: Omer Ahmed
Its: Portfolio Manager

By: /s/ David H. Gransee
Name: David H. Gransee
Its: VP &CFO

FIRST AMENDMENT TO ADVANCE FORMULA AGREEMENT

This First Amendment to restated Advance Formula Agreement (this “Amendment”) is entered into as of this 10th day of August, 2012, by and between **COMERICA BANK** (“**Bank**”), a Texas banking association and an authorized foreign bank under the *Bank Act* (Canada), and **MANITEX LIFTKING, ULC**, an Alberta corporation (“**Debtor**”).

Recitals:

A. Debtor executed and delivered to Bank that certain restated Advance Formula Agreement dated on or about December 23, 2011 (the “Advance Formula Agreement”).

B. Debtor and Bank desire to amend the Advance Formula Agreement upon the following terms and conditions.

NOW THEREFORE, for good and valuable consideration, Bank and Debtor agree as follows:

1. DEFINITIONS

1.1. Capitalized terms used herein and not defined to the contrary have the meanings given them in the Advance Formula Agreement.

2. AMENDMENT TO ADVANCE FORMULA AGREEMENT

2.1. Section 2 of the Advance Formula Agreement is amended and restated in its entirety as follows:

“2. **ADVANCE FORMULA.** Debtor warrants and agrees that Debtor’s indebtedness to Bank for the Formula Loans shall never exceed the sum of, without duplication:

- (a) eighty five percent (85%) of its Eligible Accounts (as hereinafter defined); plus
- (b) the sum of (x) the lesser of (i) the Work In Process Advance Rate of its Work-in-Process Eligible Inventory (as hereinafter defined) which is properly classified under GAAP as work-in-process Inventory, or (ii) the Work In Process Inventory Cap; plus (y) fifty percent (50%) of its Eligible Inventory (excluding Work-in-Process Eligible Inventory included in paragraph (b) above) (as hereinafter defined); provided, however, the sum of amounts determined under (x) plus the amount determined under (y) shall not exceed Five Million Canadian Dollars (\$5,000,000); minus
- (c) Priority Payables (as hereinafter defined)

in each case less customary exclusions and reserves (the “Advance Formula”).

2.2. Paragraphs (i) and (j) of Section 4 “Eligible Account” of the Advance Formula Agreement are amended and restated in its entirety as follows:

“(i) it is not owing by an Account Debtor which (i) does not maintain its chief executive office in the United States of America or Canada, (ii) is not organized under the laws of the

United States of America or Canada, or any state or province thereof, as applicable, or (iii) is the government of any foreign country or sovereign state, or of any state, province, municipality or other instrumentality or agency thereof; provided, however, Accounts owing by Canadian Commercial Corporation, a Crown corporation of the Government of Canada (“CCC”), Canadian Department of National Defence, a department of the Government of Canada (“Department of Defence”), the US State Department – GSO, the USA CE Finance Center and the United Nations, are included as Eligible Accounts;

(j) it is not an Account owing by the United States of America or Canada or any state, province or political subdivision thereof, or by any department, agency, public body corporate or other instrumentality or agency of any of the foregoing, unless all necessary steps are taken to comply with the Federal Assignment of Claims Act of 1940, as amended, the Financial Administration Act (Canada), as amended or with any comparable state or provincial law, as applicable, and all other necessary steps are taken to perfect Bank’s security interest in such Account; provided, however, Accounts owing by CCC, Department of Defence, the US State Department – GSO, the USA CE Finance Center and the United Nations, are included as Eligible Accounts;”

- 2.3. The following definition contained in Section 5 of the Advance Formula Agreement is amended and restated in its entirety as follows:

“ ‘ **Work-In-Process Inventory Cap** ’ shall mean Six Hundred Twenty Five Thousand Canadian Dollars (\$625,000).”

3. REPRESENTATIONS

Debtor hereby represents and warrants that:

3.1. Execution, delivery and performance of this Amendment and any other documents and instruments required under this Amendment or the Advance Formula Agreement are within Debtor’s powers, have been duly authorized, are not in contravention of law or the terms of Debtor’s by-laws, and do not require the consent or approval of any governmental body, agency, or authority.

3.2. This Amendment and the Advance Formula Agreement, as amended by this Amendment, and any other documents and instruments (“Documents”) required under this Amendment or the Advance Formula Agreement, when issued and delivered under this Amendment or the Advance Formula Agreement, will be valid and binding in accordance with their terms.

3.3. To the knowledge of Debtor, except as previously disclosed to Bank in writing, no Default or Event of Default (as such terms are defined under the letter agreement by and between Bank and Debtor dated December 23, 2011 (“Letter Agreement”) and Loan Documents (as such term is defined in the Letter Agreement), or condition or event which, with the giving of notice or the running of time, or both, would constitute a Default or Event of Default under the Letter Agreement or Loan Documents, has occurred and is continuing as of the date hereof.

4. MISCELLANEOUS

4.1. This Amendment may be executed in as many counterparts as Bank and Debtor deem convenient, and shall be deemed to have become effective upon delivery to Bank of all counterparts hereof, executed by Debtor and Bank.

4.2. Debtor and Bank acknowledge and agree that, except as specifically amended and/or waived herein and hereby, all of the terms and conditions of the Advance Formula Agreement remain in full force and effect in accordance with their original terms.

4.3. Debtor shall pay all of Bank's legal costs and expenses (including legal fees and expenses) incurred in the negotiation, preparation and closing hereof.

4.4. Except as specifically set forth herein, nothing in this Amendment shall constitute, or be interpreted or construed to constitute, a waiver of any right or remedy of Bank, or of any Default or Event of Default under the Letter Agreement or Loan Documents whether now existing or hereafter arising and whether now known or hereafter discovered by or disclosed to Bank.

4.5. Bank expressly reserves the right to exercise any or all rights and remedies provided under the Loan Documents and Documents and applicable law except as modified herein. Bank's failure to immediately exercise such rights and remedies shall not be construed as a waiver or modification of those rights or an offer of forbearance.

[signatures on following page]

IN WITNESS WHEREOF, this Amendment to Advance Formula Agreement has been executed as of the day first stated above.

Debtor's Chief Executive Office Address:
9725 Industrial Drive.
Bridgeview, Illinois
60455

DEBTOR:

MANITEX LIFTKING, ULC

By: /s/ David H. Gransee
SIGNATURE OF

Its: VP & CFO
TITLE

**Accepted and Approved:
COMERICA BANK**

By: /s/ Omer Ahmed
SIGNATURE OF OMER AHMED
Its: Portfolio Manager

REAFFIRMATION OF GUARANTY

This Reaffirmation of Guaranty is made by the undersigned in favor of COMERICA BANK, a Texas banking association ("Bank"). The undersigned acknowledges that MANITEX LIFTKING, ULC, a corporation incorporated under the provincial laws of Alberta ("Borrower") and Bank have executed that certain Amendment No. 1 to Note dated August 10, 2012 ("Amendment"), which amends that certain US\$6,500,000.00 Amended and Restated Master Revolving Note dated December 23, 2011 by Borrower payable to Bank (as amended, the "Revolving Note") to increase the face amount of the Revolving Note to US\$8,000,000.

The undersigned consents to Borrower's execution of the Amendment, ratifies its obligations under its Guaranty dated December 23, 2011 executed and delivered to Bank ("Guaranty"), confirms that the Guaranty remains in full force and effect with respect to the Revolving Note, as amended by the Amendment, and certifies that it does not have any defense or setoff to its obligations under the Guaranty.

The undersigned certifies to Bank that its (i) Articles of Incorporation and Bylaws, and (ii) Corporate Resolutions and Incumbency Certification (Authority to Support Another's Borrowings) dated December 23, 2011, each previously delivered to Bank: (x) remain in full force and effect, (y) have not been amended, rescinded or repealed in any respect, and (z) may continue to be relied upon by Bank until express written notice to the contrary is delivered to Bank.

Execution of this Reaffirmation does not amend or modify any of the terms and conditions of the Guaranty, and Bank may continue to rely thereon without qualification.

Dated: August 10, 2012

MANITEX INTERNATIONAL, INC.

By: /s/ David H. Gransee
Name: David H. Gransee
Its: VP &CFO

REAFFIRMATION OF GUARANTY

This Reaffirmation of Guaranty is made by the undersigned in favor of COMERICA BANK, a Texas banking association ("Bank"). The undersigned acknowledges that MANITEX LIFTKING, ULC, a corporation incorporated under the provincial laws of Alberta ("Borrower") and Bank have executed that certain Amendment No. 1 to Note dated August 10, 2012 ("Amendment"), which amends that certain US\$6,500,000.00 Amended and Restated Master Revolving Note dated December 23, 2011 by Borrower payable to Bank (as amended, the "Revolving Note") to increase the face amount of the Revolving Note to US\$8,000,000.

The undersigned consents to Borrower's execution of the Amendment, ratifies its obligations under its Guaranty dated December 23, 2011 executed and delivered to Bank ("Guaranty"), confirms that the Guaranty remains in full force and effect with respect to the Revolving Note, as amended by the Amendment, and certifies that it does not have any defense or setoff to its obligations under the Guaranty.

The undersigned certifies to Bank that its (i) Articles of Organization and Operating Agreement, and (ii) Corporate Resolutions and Incumbency Certification (Authority to Support Another's Borrowings) dated December 23, 2011, each previously delivered to Bank: (x) remain in full force and effect, (y) have not been amended, rescinded or repealed in any respect, and (z) may continue to be relied upon by Bank until express written notice to the contrary is delivered to Bank.

Execution of this Reaffirmation does not amend or modify any of the terms and conditions of the Guaranty, and Bank may continue to rely thereon without qualification.

Dated: August 10, 2012

MANITEX, LLC

By: /s/ David H. Gransee

Name: David H. Gransee

Its: VP & CFO