
**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): November 7, 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
(Address of Principal Executive Offices)

60455
(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))
-
-

Item 1.01 Entry into a Material Definitive Agreement.

Company and Comerica Bank Amend Credit Agreement to increase the amount of foreign subsidiary debt that can be guaranteed by the Company.

Manitex International, Inc. (the “Company”) currently has a U.S. credit facility with Comerica Bank (“Comerica”). On November 7, 2012, the Company and Manitex, Inc., a subsidiary of the Company, and Comerica executed Amendment No. 11 to the Second Amended and Restated Credit Agreement (the “Amendment”). The purpose of the Amendment was to increase the amount that the Company is permitted to guarantee of CVS Ferrari s.r.l’s debt to foreign banks in respect to working capital financing.

In accordance with the Amendment, the Company is now permitted to guarantee foreign subsidiary debt up to \$7,500,000.

The above summary of the Amendment is qualified in its entirety by reference to a copy of the Amendment attached as Exhibit 10.1 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: November 8, 2012

EXHIBIT INDEX

**Exhibit
Number**

Description

10.1

Amendment No. 11 to Second Amended and Restated Credit Agreement and Amendment to Revolving Credit Note.

**AMENDMENT NO.11 TO SECOND AMENDED AND RESTATED
CREDIT AGREEMENT**

THIS AMENDMENT, dated as of November 7, 2012, but effective as of September 30, 2012, by and among Manitex International, Inc., a Michigan corporation formerly known as Veri-Tek International, Corp., and Manitex, Inc., a Texas corporation (the “Companies”, and individually a “Company”), and Comerica Bank, a Texas banking association, of Detroit, Michigan (“Bank”).

WITNESSETH:

WHEREAS, Companies and Bank entered into that certain Second Amended and Restated Credit Agreement dated April 11, 2007, as amended (the “Agreement”); and

WHEREAS, Companies and Bank wish to amend the Agreement;

NOW, THEREFORE, Companies and Bank agree as follows:

1. Section 9.3 of the Agreement is amended to read as follows:

“Guarantee, endorse or otherwise become secondarily liable for or upon the obligations of others, except by endorsement for deposit in the ordinary course of business, guaranties of the obligations of either Company or any Subsidiary to suppliers, unsecured guaranties of indebtedness owing by CVS Ferrari s.r.l to foreign banks in respect of working capital financing, not to exceed the lesser of \$7.5 million and the amount of such financing, and guaranties in favor of Bank.”

2. This Amendment may be executed in counterparts, of which this is one, all of which shall constitute one and the same instrument.

3. Except as modified hereby, all of the terms and conditions of the Agreement shall remain in full force and effect. Capitalized terms used but not defined herein shall have the meanings given them in the Agreement.

4. Each Company hereby represents and warrants that, after giving effect to the amendment contained herein, (a) execution, delivery and performance of this Amendment and any other documents and instruments required under this Amendment or the Agreement are within such Company’s corporate powers, have been duly authorized, are not in contravention of law or the terms of such Company’s Articles of Incorporation or Bylaws, and do not require the consent or approval of any governmental body, agency, or authority; and this Amendment and any other documents and instruments required under this Amendment or the Agreement, will be valid and binding in accordance with their terms; (b) the continuing representations and

warranties of such Company set forth in Sections 7.1 through 7.15 of the Agreement are true and correct on and as of the date hereof with the same force and effect as if made on and as of the date hereof; (c) no Default or Event of Default has occurred and is continuing as of the date hereof.

5. This Amendment shall be effective as of September 30, 2012 upon execution by Companies and Bank.

WITNESS the due execution hereof.

BANK:

COMERICA BANK

By: /s/ James Q. Goudie III

Its: VP & AGM

COMPANIES:

MANITEX INTERNATIONAL, INC.

By: /s/ David H. Gransee

Its: VP & CFO

MANITEX, INC.

By: /s/ David H. Gransee

Its: VP & CFO