
**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): December 12, 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))
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Item 1.01 Entry into a Material Definitive Agreement.***Company and Comerica Bank Amend the Credit Agreement to increase the Company's borrowing capacity:***

Manitex International, Inc. (the "Company") currently has a U.S. credit facility with Comerica Bank ("Comerica"). On December 12, 2012, the Company and Manitex, Inc., a subsidiary of the Company, and Comerica executed Amendment No. 12 to the Second Amended and Restated Credit Agreement (the "Amendment") and Amendment to Revolving Credit Note. The amendment increases the Revolving Credit Maximum Amount from \$27.5 million to \$32.0 million and revises certain definitions and amounts used in calculating the borrowing base under the Credit Agreement including increasing the maximum eligible inventory collateral from \$14.0 million to \$16.0 million. Additionally, the Over Formula amount of \$1.5 million included in the borrowing base will decrease by \$0.5 million on each of the following dates: April 1, 2013, April 1, 2014 and April 1, 2015.

The amendment also increases the face of the Master Revolving Note dated June 29, 2011 by and between Manitex, Inc. and Comerica to \$32.0 million.

In consideration for the above amendment Comerica received a non-refundable amendment fee in the amount of \$22,500.

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: December 13, 2012

EXHIBIT INDEX

**Exhibit
Number**

Description

10.1 Amendment No. 12 to Second Amended and Restated Credit Agreement and Amendment to Revolving Credit Note.

**AMENDMENT NO. 12 TO SECOND AMENDED
AND RESTATED CREDIT AGREEMENT AND
AMENDMENT TO REVOLVING CREDIT NOTE**

THIS AMENDMENT, dated as of December 12, 2012, by and between 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 Companies executed and delivered to Bank the \$22.5 million Revolving Credit Note dated June 29, 2011, as amended (the “Revolving Note”); and

WHEREAS, Companies and Bank wish to amend the Agreement and the Revolving Note;

NOW, THEREFORE, Companies and Bank agree as follows:

1. The following definitions set forth in Section 1 of the Agreement are amended to read as follows:

“Borrowing Base” shall mean, as of any determination, the sum of (a) eighty-five percent (85%) of Eligible Accounts, plus (b) eighty-five percent (85%) of Eligible Canadian Accounts, plus (c) the lesser of (i) 85% of Eligible Bill and Hold Receivables and (ii) \$10,000,000, plus (d) the lesser of (i) the Applicable Inventory Percentage of Eligible Inventory and (ii) \$16,000,000, plus (d) the Overformula Amount. “Eligible Bill and Hold Receivable” shall mean any Account that is on a “bill and hold” basis based on documentation satisfactory to Bank.

“Overformula Amount” shall initially mean \$1,500,000. On each of April 1, 2013, April 1, 2014 and April 1, 2015, the Overformula Amount shall decrease by \$500,000.

“Revolving Credit Maximum Amount” shall mean Thirty-Two Million Dollars (\$32,000,000).

2. The Revolving Note is amended so that the face amount thereof is now Thirty-Two Million Dollars (\$32,000,000).
3. This Amendment may be executed in counterparts, of which this is one, all of which shall constitute one and the same instrument.

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4. 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.
 5. Each Company hereby represents and warrants that, after giving effect to the amendments 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.
 6. This Amendment shall be effective upon (a) execution of this Amendment by Companies and Bank, and (b) payment by the Companies to Bank of the non-refundable amendment fee in the amount of Twenty-Two Thousand Five Hundred Dollars (\$22,500.00).

[Remainder of Page Intentionally Left Blank]

WITNESS the due execution hereof as of the day and year first above written.

BANK:

COMERICA BANK

By: /s/ Ronald P. Riggan _____

Its: Vice President _____

COMPANIES:

MANITEX INTERNATIONAL, INC.

By: /s/ David H. Gransee _____

Its: VP & CFO _____

MANITEX, INC.

By: /s/ David H. Gransee _____

Its: VP & CFO _____
