

**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): April 3, 2013

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.)**

7402 W. 100th Place, 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 Note to Increase Borrowing Under the Company's Equipment Line:

Manitex International, Inc. (the "Company") has a revolving credit line with Comerica Bank ("Comerica") under which it can draw funds solely to purchase new and used equipment. The line is utilized exclusively by our Crane and Machinery division. In connection with this line of credit the Company executed a Master Revolving Note on June 29, 2011 in the amount of \$1,000,000.

On April 3, 2013, Comerica increased the amount the Company may borrow under the revolving equipment line from \$1,000,000 to \$2,000,000. In connection with the increase, the Company and Comerica executed an amendment to the Master Revolving Note dated June 29, 2011 which increases the face of the note to \$2,000,000.

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 / D AVID H. G RANSEE

Name: **David H. Gransee**

Title: **Vice President and Chief
Financial Officer**

Date: April 8, 2013

EXHIBIT INDEX

**Exhibit
Number**

Description

10.1

Amendment dated April 3, 2013 to Master Revolving Note dated June 29, 2011.



Amendment to Note

This Amendment to Note (“Amendment”), made, delivered, and effective as of April 3, 2013, by and between MANITEX INTERNATIONAL, INC. (“Borrower”) and COMERICA BANK (“Bank”).

WHEREAS, Borrower and Bank are parties to that certain Master Revolving Note in the original principal amount of \$1 million dated June 29, 2011 (“Note”); and

WHEREAS, Bank and Borrower desire to amend the Note as set forth below;

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Amendment, Borrower and Bank agree as follows:

1. The face amount of the Note is now \$2 million.
2. 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. This Amendment is not an agreement to any further or other amendment of the Note.
5. 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, confirmed and restated.

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment on the date set forth above.

MANITEX INTERNATIONAL, INC.

COMERICA BANK

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

By: James Q. Goudie III
Its: VP & AGM