
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 19, 2012

HealthStream, Inc.

(Exact name of registrant as specified in its charter)

Tennessee

(State or other jurisdiction
of incorporation)

000-27701

(Commission
File Number)

621443555

(I.R.S. Employer
Identification No.)

209 10th Ave. South, Suite 450, Nashville, Tennessee

(Address of principal executive offices)

37203

(Zip Code)

Registrant's telephone number, including area code:

615-301-3100

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:

- 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.

On July 19, 2012, HealthStream, Inc., a Tennessee corporation (the "Company") entered into the Fifth Amendment to Loan Agreement, by and between the Company and SunTrust Bank, a Georgia banking corporation ("SunTrust") in connection with the revolving credit facility previously extended to the Company by SunTrust (the "Revolving Credit Facility").

The material terms of the Fifth Amendment to the Revolving Credit Facility are as follows:

Maximum Permitted Borrowings:

The maximum permitted borrowings remains unchanged at \$20.0 million.

Maturity:

The maturity date of the Revolving Credit Facility was extended to July 21, 2014.

Collateral and Guarantees:

The obligations under the Revolving Credit Facility are guaranteed by each of the Company's subsidiaries.

Interest:

The interest rate was not changed and is based on LIBOR plus a margin determined in accordance with a pricing grid.

Fees:

The Company was not subject to any amendment fees, but did incur a \$20,000 commitment fee and agreed to reimburse SunTrust expenses in connection with extending the Revolving Credit Facility.

Certain Covenants:

The financial tests and covenants that the Company is required to meet under the Revolving Credit Facility remain unchanged from those specified under the Third Amendment.

The foregoing description of the amendment to the Revolving Credit Facility does not purport to be complete and is qualified in its entirety by reference to the Fifth Amendment to Loan Agreement, which is attached hereto as Exhibit 10.1.

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

The information under Item 1.01 above is incorporated by reference hereunder.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

10.1 Fifth Amendment to Loan Agreement, dated as of July 19, 2012, by and between HealthStream, Inc., as borrower, and SunTrust Bank, as lender.

SIGNATURES

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.

HealthStream, Inc.

July 20, 2012

By: *Gerard Hayden*

Name: Gerard Hayden
Title: Chief Financial Officer

Exhibit Index

<u>Exhibit No.</u>	<u>Description</u>
10.1	Fifth Amendment to Loan Agreement, dated as of July 19, 2012, by and between HealthStream, Inc., as borrower, and SunTrust Bank, as lender.

FIFTH AMENDMENT TO LOAN AGREEMENT

ENTERED INTO by and between HEALTHSTREAM, INC., a Tennessee corporation (the “Borrower”), and SUNTRUST BANK, a Georgia state banking corporation (the “Lender”), as of this 19th day of July, 2012.

RECITALS:

1. The Borrower and the Lender entered into a Loan Agreement dated July 21, 2006, as amended by that certain First Amendment to Loan Agreement dated February 16, 2007, as amended by that certain Second Amendment to Loan Agreement dated July 23, 2007, as amended by that certain Third Amendment to Loan Agreement dated July 17, 2009, and as amended by that certain Fourth Amendment to Loan Agreement dated March 30, 2011 (as amended, the “Loan Agreement”).

2. The Borrower and the Lender desire to amend the Loan Agreement as provided in this amendment.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Borrower and the Lender agree as follows:

1. The definition of “Revolving Note” as used in Section 8.1 of the Loan Agreement shall be amended and restated in its entirety as follows:

“**Revolving Note**” means that certain Revolving Credit Note dated July 21, 2006 issued by the Borrower to the order of Lender in the original principal amount of up to \$7,000,000, as amended and increased to \$10,000,000 pursuant to that certain First Amendment to Revolving Credit Note dated February 16, 2007, as amended and increased to \$15,000,000 pursuant to that certain Second Amendment to Revolving Credit Note dated July 23, 2007, as amended pursuant to that certain Third Amendment to Revolving Credit Note dated July 17, 2009, as amended and increased to \$20,000,000 pursuant to that certain Fourth Amendment to Revolving Credit Note dated March 30, 2011, and as amended pursuant to that certain Fifth Amendment to Revolving Credit Note dated July 19th, 2012, as such may be amended from time to time.

2. The definition of “Revolving Note Maturity Date” shall be amended and restated as follows:

“**Revolving Note Maturity Date**” means the earlier of: (a) July 21, 2014, (b) the occurrence of any event described in Section 6.1(d) or Section 6.1(e) hereof; or (c) Lender’s acceleration of the Indebtedness following the occurrence of an Event of Default.

3. The Loan Agreement is not amended in any other respect.

4. The Borrower affirms its obligations under the Loan Agreement, as amended hereby, and the Borrower agrees that such obligations are its valid and binding obligations, enforceable in accordance with its terms, subject to no objection, counterclaim, or defense.

5. The Borrower affirms that no Default or Event of Default exists. The Borrower reaffirms all of the representations and warranties contained in Article II of the Loan Agreement, and the Borrower affirms that each of such representations and warranties remain true and correct in all material respects as of the date of this Fifth Amendment to Loan Agreement, excluding representations and warranties that by their express terms are limited to a specific date.

6. Lender’s obligations to enter into this Fifth Amendment to Loan Agreement are subject to receipt by Lender of the following: (i) fully executed Fifth Amendment to Loan Agreement, (ii) fully executed Fifth Amendment to Revolving Credit Note, (iii) a certificate of good standing of Borrower containing no matter objectionable to Lender, and (iv) payment by Borrower to Lender of a non-refundable commitment fee of ten (10) basis points per annum and all of Lender’s costs and expenses incurred in connection with the transaction evidenced hereby.

ENTERED INTO as of the date first written above.

BORROWER:

HEALTHSTREAM, INC.

By: /s/ Gerard M. Hayden, Jr.

Gerard M. Hayden, Jr.
Senior Vice President and
Chief Financial Officer

LENDER:

SUNTRUST BANK

By: /s/ Jason Reiersen

Title: FVP

AGREED TO AND ACCEPTED BY:

GUARANTORS (by signing below the Guarantors affirm that each Guarantor has consented to and approved the Loan Agreement, as defined herein, and as amended hereby):

THE JACKSON ORGANIZATION,
RESEARCH CONSULTANTS, INC.

By: /s/ Gerard M. Hayden, Jr.
Title: Senior Vice President and Chief Financial Officer

HEALTHSTREAM ACQUISITION I, INC.

By: /s/ Gerard M. Hayden, Jr.
Title: Senior Vice President and Chief Financial Officer

HEALTHSTREAM ACQUISITION II, INC.

By: /s/ Gerard M. Hayden, Jr.
Title: Senior Vice President and Chief Financial Officer

DATA MANAGEMENT & RESEARCH, INC.

By: /s/ Gerard M. Hayden, Jr.
Title: Senior Vice President and Chief Financial Officer