

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) April 18, 2011

PERMA-FIX ENVIRONMENTAL SERVICES, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation)

1-11596

(Commission
File Number)

58-1954497

(IRS Employer Identification No.)

8302 Dunwoody Place, Suite 250, Atlanta, Georgia

(Address of principal executive offices)

30350

(Zip Code)

Registrant's telephone number, including area code: (770) 587-9898

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
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act

Section 1 – Registrant’s Business and Operations

Item 1.01 – Entry into a Material Definitive Agreement.

On April 18, 2011, we entered into a First Amendment to Loan and Securities Purchase Agreement and Amendments to certain outstanding warrants with Mr. William N. Lampson, and Anne Rettig, the duly appointed and acting Personal Representative of the Estate of Diehl Rettig, Deceased, as discussed under Item 2.03 below, which is incorporated herein by reference.

Section 2 – Financial Information

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

On April 18, 2011, the Company entered into a First Amendment to the Loan and Securities Purchase Agreement dated May 8, 2009 (“Original Agreement”), with Mr. William Lampson and Anne Rettig, the Personal Representative of estate of Mr. Diehl Rettig, Deceased, whereby the remaining balance on the promissory note dated May 8, 2009 under the Original Agreement of approximately \$990,000, which was due May 8, 2011, is to be repaid in twelve monthly principal payments of approximately \$82,500 plus accrued interest, starting May 8, 2011, with no change in interest payable of LIBOR plus 4.5%, with LIBOR at least 1.5% under the Original Agreement. Under the Original Agreement, Mr. William Lampson and Mr. Diehl Rettig loaned the Company \$3,000,000 which was used to pay off a certain promissory note at our East Tennessee Materials & Energy Corporation (“M&EC”) facility, with the remaining proceeds used for working capital purposes. As consideration of the amended loan, the Warrants (“Warrants”) issued under the Original Agreement to Mr. Lampson and to Mr. Rettig (who is now deceased and the Warrants are now held by the Personal Representative of his estate) to purchase up to 135,000 and 15,000 shares of the Company’s Common Stock, respectively, at an exercise of \$1.50 per share which were to expire on May 8, 2011, were extended to May 8, 2012. All of the other terms under the Original Agreement and the Warrants remained unchanged.

Section 9 – Financial Statements and Exhibits

Item 9.01 – Financial Statements and Exhibits

(d) Exhibits

| <u>Exhibit Number</u> | <u>Description</u> |
|-----------------------------|--|
| <u>4.1</u> | First Amendment to Loan and Securities Purchase Agreement, dated April 18, 2011 between William N. Lampson, Anne Rettig, the duly appointed and acting Personal Representative of the Estate of Diehl Rettig, Deceased, and Perma-Fix Environmental Services, Inc. |
| <u>4.2</u> | First Amendment to Promissory Note dated April 18, 2011 between William Lampson, Anne Rettig, the duly appointed and acting Personal Representative of the Estate of Diehl Rettig, Deceased, and Perma-Fix Environmental Services, Inc. |
| <u>10.1</u> | First Amendment to Common Stock Purchase Warrant, dated April 18, 2011, between Perma-Fix Environmental Services, Inc., and William N. Lampson. |

10.2 First Amendment to Common Stock Purchase Warrant, dated April 18, 2011, between Perma-Fix Environmental Services, Inc., and Anne Rettig, the Personal Representative of the Estate of Diehl Rettig, Deceased

SIGNATURES

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.

Dated: April 21, 2011

PERMA-FIX ENVIRONMENTAL
SERVICES, INC.

By: /s/ Ben Naccarato
Ben Naccarato
Vice President and
Chief Financial Officer

FIRST AMENDMENT
TO
LOAN AND SECURITIES PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO LOAN AND SECURITIES PURCHASE AGREEMENT (this "First Amendment") is entered into on this 18th day of April 2011, between PERMA-FIX ENVIRONMENTAL SERVICES, INC., a Delaware corporation ("PESI"); WILLIAM N. LAMPSON, an individual ("Lampson"); and ANNE RETTIG, the duly appointed and acting Personal Representative of the ESTATE OF DIEHL RETTIG, DECEASED, as successor in interest to DIEHL RETTIG, a deceased individual (the "Estate") (Lampson and the Estate are individually called "Lender" and collectively called the "Lenders").

WITNESSETH:

WHEREAS, PESI and the Lenders are parties to the Loan and Securities Agreement, dated May 8, 2009 (the "Original Agreement");

WHEREAS, pursuant to the terms of the Original Agreement, PESI (among other things):

- (a) issued to the Lenders a Promissory Note, dated May 8, 2009, in the original principal amount of \$3 million and having a maturity date of May 8, 2011 (the "Note");
- (b) issued to Lampson a Common Stock Purchase Warrant, dated May 8, 2009, for the purchase of up to 135,000 shares of the common stock of PESI and exercisable until May 8, 2011 (the "Lampson Warrant"); and
- (c) issued to Diehl Rettig a Common Stock Purchase Warrant, dated May 8, 2009, for the purchase of up to 15,000 shares of the common stock of PESI and exercisable until May 8, 2011 (the "Rettig Warrant");

WHEREAS, the Estate is the successor to all of the right, title, and interest of Diehl Rettig in the Note and the Rettig Warrant;

WHEREAS, the parties hereto desire to amend the terms of the Original Agreement, the Note, the Lampson Warrant, and the Rettig Warrant in accordance with the terms of this First Amendment;

NOW THEREFORE, in consideration of the recitals, the modifications made in this First Amendment, and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. Defined Terms. Except as otherwise defined herein, all terms defined in the Original Agreement will have the same meaning herein.
 2. Amendment to the Note. The last two sentence of paragraph 2 of the Original Agreement are hereby amended and restated in their entirety to read as follows:
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“As of April 8, 2011, the unpaid principal balance due under the Note is \$990,499.87 (“Unpaid Principal Balance”). Notwithstanding anything in the Original Agreement or the Note to the contrary, the Unpaid Principal Balance is due and payable by the Company to the Lenders, as follows:

Commencing on May 8, 2011, and on the 8th day of each month thereafter, Borrower shall pay to the Lenders equal successive payments of principal in the amount of \$82,541.65, plus interest accrued on the outstanding principal balance of the Note. The entire unpaid principal balance of the Note and all accrued interest thereon is due and payable on April 8, 2012 (the “Maturity Date”).”

A First Amendment to Promissory Note of even date herewith, in substantially the form and substance as set forth in Exhibit “A” to this First Amendment (the “Note Amendment”), shall evidence the foregoing amendment to the Note.

3. Amendment to Lampson Warrant and Rettig Warrant. The second sentence of paragraph 4 of the Original Agreement is hereby amended and restated in its entirety to read as follows:

“The Warrants may be exercised during the period beginning six months from the date of issuance and ending May 8, 2012.”

Each of the Lampson Warrant and the Rettig Warrant are hereby amended to conform to the foregoing amendment.

3. Full Force and Effect. Except to the extent amended hereby, all of the terms, covenants, and conditions contained in the Original Agreement will remain in full force and effect, unabated and uninterrupted.

PERMA-FIX ENVIRONMENTAL SERVICES, INC., a Delaware corporation

By: /s/Ben Naccarato

Ben Naccarato, CFO

(“PESE”)

/s/William N. Lampson

WILLIAM N. LAMPSON, an individual

(“Lampson”)

THE ESTATE OF DIEHL RETTIG, DECEASED

By: /s/Anne Rettig, personal rep. of the estate
Anne Rettig, Personal Representative of the
Estate of Diehl Rettig

(the "Estate")

(Lampson and the Estate are individually called
"Lender" and collectively called the "Lenders")

EXHIBIT "A"

FIRST AMENDMENT TO PROMISSORY NOTE

THIS FIRST AMENDMENT TO PROMISSORY NOTE (the "First Amendment") is executed effective the 18th day of April 2011, between PERMA-FIX ENVIRONMENTAL SERVICES, INC., a Delaware corporation ("PESI"), having a notice address of 8302 Dunwoody Place #250, Atlanta, Georgia 30350, and WILLIAM N. LAMPSON, an individual ("Lampson"), residing at 8308 Sunset Lane, Pasco, Washington; and ANNE RETTIG, the Personal Representative of the ESTATE OF DIEHL RETTIG, DECEASED, as successor in interest to DIEHL RETTIG, a deceased individual (the "Estate"), having a notice address of _____ (Lampson and the Estate are individually called "Lender" and collectively called the "Lenders").

WITNESSETH:

WHEREAS, PESI has previously executed a Promissory Note dated May 8, 2009, in the principal face amount of \$3,000,000 in favor of Lenders (the "Note"); and

WHEREAS, the parties hereto have entered into a certain First Amendment to the Original Agreement, dated of even date herewith (the "Amended Agreement") and desire to amend the terms of the Note by the terms of this First Amendment in accordance with the Amended Agreement.

NOW THEREFORE, in consideration of the recitals, the modifications made in this First Amendment, and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. Defined Terms. Except as otherwise defined herein, all terms defined in the Note will have the same meaning herein.

2. Amendments. The fourth paragraph of the Note, which begins with the phrase "Commencing on June 8, 2009, . . .," is hereby amended and restated in its entirety and to read as follows:

"As of April 8, 2011, the unpaid principal balance due under the Note is \$990,499.87 ("Unpaid Principal Balance"). Notwithstanding anything herein to the contrary, the Unpaid Principal Balance is due and payable by Borrower, as follows:

Commencing on May 8, 2011, and on the 8th day of each month thereafter, Borrower shall pay to the Lenders equal successive payments of principal in the amount of \$82,541.65, plus interest accrued on the outstanding principal balance of the Note. The entire unpaid principal balance of the Note and all accrued interest thereon is due and payable on April 8, 2012 (the "Maturity Date")."

1. Full Force and Effect. Except to the extent amended hereby, all of the terms, covenants, and conditions contained in the Note will remain in full force and effect, unabated and uninterrupted.

PERMA-FIX ENVIRONMENTAL SERVICES, INC., a Delaware corporation

By: /s/Ben Naccarato

Ben Naccarato, CFO

(“PESF”)

/s/William N. Lampson

WILLIAM N. LAMPSON, an individual

(“Lampson”)

THE ESTATE OF DIEHL RETTIG, DECEASED

By: /s/Anne Rettig, personal rep for estate

Anne Rettig, Personal Representative of the
Estate of Diehl Rettig, Deceased

(the “Estate”)

(Lampson and the Estate are individually called
“Lender” and collectively called the “Lenders”)

FIRST AMENDMENT
TO
COMMON STOCK PURCHASE WARRANT

To Purchase 135,000 Shares
of Common Stock of

PERMA-FIX ENVIRONMENTAL SERVICES, INC.

THIS FIRST AMENDMENT TO COMMON STOCK PURCHASE WARRANT (the "First Amendment") is executed effective the 18th day of April 2011, between PERMA-FIX ENVIRONMENTAL SERVICES, INC., a Delaware corporation (the "Company"), and WILLIAM N. LAMPSON, an individual (the "Holder"), and amends that certain Common Stock Purchase Warrant, dated May 8, 2009, issued by the Company to the Holder for the purchase of up to 135,000 shares of the common stock, par value \$.001, of the Company. **This First Amendment shall be subject to, and the capitalized terms used and not otherwise defined herein shall have the meanings set forth in, that certain Loan and Securities Purchase Agreement, dated May 8, 2009, between the Company, Holder, and Diehl Rettig, as amended by the First Amendment to Loan and Securities Purchase Agreement, dated of even date herewith, between the Company, the Holder, and Anne Rettig, the Personal Representative of the Estate of Diehl Rettig, Deceased (the "Purchase Agreement").**

1. Amendments.

- 1.1. Termination Date. In the preamble of the Warrant, the phrase "on or prior to the second anniversary of the date of this Warrant (the "Termination Date")" is hereby amended and restated to read as follows:

"on or prior to May 8, 2012 (the "Termination Date")"

- 1.2. Incorporation. The last sentence of the preamble of the Warrant is hereby amended and restated to read as follows:

"This Warrant shall be subject to, and the capitalized terms used and not otherwise defined herein shall have the meanings set forth in, that certain Loan and Securities Purchase Agreement, dated May 8, 2009, between, the Company, the Holder and Diehl Rettig, as amended by the First Amendment to Loan and Securities Purchase Agreement, dated April 18th, 2011, between the Company, the Holder, and Anne Rettig, the Personal Representative of the Estate of Diehl Rettig, Deceased (the "Purchase Agreement)."

2. Full Force and Effect. Except to the extent amended hereby, all of the terms, covenants, and conditions contained in the Note will remain in full force and effect, unabated and uninterrupted.

[Signatures Appear on Next Page]

PERMA-FIX ENVIRONMENTAL SERVICES, INC.

By: /s/Ben Naccarato

Name: Ben Naccarato

Title: CFO

(the “Company”)

/s/William Lampson

WILLIAM N. LAMPSON, an individual

(the “Holder”)

FIRST AMENDMENT
TO
COMMON STOCK PURCHASE WARRANT

To Purchase 15,000 Shares
of Common Stock of

PERMA-FIX ENVIRONMENTAL SERVICES, INC.

THIS FIRST AMENDMENT TO COMMON STOCK PURCHASE WARRANT (the "First Amendment") is executed effective the 18th day of April 2011, between PERMA-FIX ENVIRONMENTAL SERVICES, INC., a Delaware corporation (the "Company"), and ANNE RETTIG, the Personal Representative of the ESTATE OF DIEHL RETTIG, DECEASED, as successor in interest to DIEHL RETTIG, a deceased individual (the "Holder"), and amends that certain Common Stock Purchase Warrant, dated May 8, 2009, issued by the Company to Diehl Rettig for the purchase of up to 15,000 shares of the common stock, par value \$.001, of the Company. **This First Amendment shall be subject to, and the capitalized terms used and not otherwise defined herein shall have the meanings set forth in, that certain Loan and Securities Purchase Agreement, dated May 8, 2009, between the Company, Diehl Rettig, and William N. Lampson, as amended by the First Amendment to Loan and Securities Purchase Agreement, dated of even date herewith, between the Company, the Holder, and William N. Lampson (the "Purchase Agreement").**

1. Amendments.

- 1.1. Termination Date. In the preamble of the Warrant, the phrase "on or prior to the second anniversary of the date of this Warrant (the "Termination Date")" is hereby amended and restated to read as follows:

"on or prior to May 8, 2012 (the "Termination Date")"

- 1.2. Incorporation. The last sentence of the preamble of the Warrant is hereby amended and restated to read as follows:

"This Warrant shall be subject to, and the capitalized terms used and not otherwise defined herein shall have the meanings set forth in, that certain Loan and Securities Purchase Agreement, dated May 8, 2009, between, the Company, the Holder and William N. Lampson, as amended by the First Amendment to Loan and Securities Purchase Agreement, dated April 18th, 2011, between the Company, the Holder, and William N. Lampson (the "Purchase Agreement)."

2. Full Force and Effect. Except to the extent amended hereby, all of the terms, covenants, and conditions contained in the Note will remain in full force and effect, unabated and uninterrupted.

[Signatures Appear on Next Page]

PERMA-FIX ENVIRONMENTAL SERVICES, INC.

By: /s/Ben Naccarato

Name: Ben Naccarato

Title: CFO

(the “Company”)

THE ESTATE OF DIEHL RETTIG, DECEASED

By: /s/Anne Rettig, personal rep for estate of Diehl Rettig
Anne Rettig, Personal Representative of the Estate of
Diehl Rettig, Deceased

(the “Holder”)

