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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**FORM 10-Q**

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(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended September 30, 2012

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from \_\_\_\_\_ to \_\_\_\_\_.

Commission File No.: 001-34839

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**Electromed, Inc.**

(Exact name of Registrant as specified in its charter)

**Minnesota**

(State or other jurisdiction of  
incorporation or organization)

**41-1732920**

(IRS Employer  
Identification No.)

**500 Sixth Avenue NW**

**New Prague, MN 56071**

(Address of principal executive offices, including zip code)

**(952) 758-9299**

(Registrant's telephone number, including area code)

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Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller Reporting Company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

There were 8,114,252 shares of Electromed, Inc. common stock, par value \$0.01, outstanding as of the close of business on November 7, 2012.

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**Electromed, Inc.**  
**Index to Quarterly Report on Form 10-Q**

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**PART I – FINANCIAL INFORMATION****Item 1. Financial Statements****Electromed, Inc. and Subsidiary  
Condensed Consolidated Balance Sheets**

	September 30, 2012 (Unaudited)	June 30, 2012
<b>Assets</b>		
<b>Current Assets</b>		
Cash and cash equivalents	\$ 1,482,555	\$ 1,702,435
Accounts receivable (net of allowances for doubtful accounts of \$45,000)	10,415,488	10,850,859
Inventories	2,305,276	2,392,416
Prepaid expenses and other current assets	463,426	359,583
Income taxes receivable	405,494	340,744
Deferred income taxes	656,000	656,000
<b>Total current assets</b>	<b>15,728,239</b>	<b>16,302,037</b>
Property and equipment, net	3,254,872	3,170,014
Finite-life intangible assets, net	1,167,136	1,174,033
Other assets	290,689	274,940
<b>Total assets</b>	<b>\$ 20,440,936</b>	<b>\$ 20,921,024</b>
<b>Liabilities and Equity</b>		
<b>Current Liabilities</b>		
Revolving line of credit	\$ 1,768,128	\$ 1,768,128
Current maturities of long-term debt	159,869	254,020
Accounts payable	554,086	749,985
Accrued compensation	484,812	636,995
Warranty reserve	604,000	610,000
Other accrued liabilities	165,144	151,558
<b>Total current liabilities</b>	<b>3,736,039</b>	<b>4,170,686</b>
Long-term debt, less current maturities	1,374,353	1,390,003
Deferred income taxes	280,000	280,000
<b>Total liabilities</b>	<b>5,390,392</b>	<b>5,840,689</b>
Commitments and Contingencies (Note 7)		
<b>Equity</b>		
Common stock, \$0.01 par value; authorized: 13,000,000 shares, issued and outstanding: 8,114,252	81,143	81,143
Additional paid-in capital	13,000,453	12,959,136
Retained earnings	1,968,948	2,040,056
<b>Total equity</b>	<b>15,050,544</b>	<b>15,080,335</b>
<b>Total liabilities and equity</b>	<b>\$ 20,440,936</b>	<b>\$ 20,921,024</b>

See Notes to Condensed Consolidated Financial Statements.

[Table of Contents](#)**Electromed, Inc. and Subsidiary**  
**Condensed Consolidated Statements of Operations (Unaudited)**

	For the Three Months Ended	
	September 30,	
	2012	2011
Net revenues	\$ 4,031,286	\$ 5,378,918
Cost of revenues	1,210,452	1,309,565
<b>Gross profit</b>	<b>2,820,834</b>	<b>4,069,353</b>
Operating expenses		
Selling, general and administrative	2,816,015	3,399,806
Research and development	101,189	217,085
<b>Total operating expenses</b>	<b>2,917,204</b>	<b>3,616,891</b>
<b>Operating income (loss)</b>	<b>(96,370)</b>	<b>452,462</b>
Interest expense, net of interest income of \$4,348 and \$2,027 respectively	36,738	43,923
<b>Net income (loss) before income taxes</b>	<b>(133,108)</b>	<b>408,539</b>
Income tax (expense) benefit	62,000	(163,000)
<b>Net income (loss)</b>	<b>\$ (71,108)</b>	<b>\$ 245,539</b>
Earnings (loss) per share:		
Basic and diluted	<b>\$ (0.01)</b>	<b>\$ 0.03</b>
Weighted-average common shares outstanding:		
Basic	8,114,252	8,100,915
Diluted	8,114,252	8,119,190

See Notes to Condensed Consolidated Financial Statements.

[Table of Contents](#)**Electromed, Inc. and Subsidiary**  
**Condensed Consolidated Statements of Cash Flows (Unaudited)**

	For the Three Months Ended	
	September 30,	
	2012	2011
<b>Cash Flows From Operating Activities</b>		
Net income (loss)	\$ (71,108)	\$ 245,539
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:		
Depreciation	114,979	90,552
Amortization of finite-life intangible assets	33,969	30,006
Amortization of debt issuance costs	3,363	3,297
Share-based compensation expense	41,317	31,053
Loss on disposal of property and equipment	3,915	9,864
Changes in operating assets and liabilities:		
Accounts receivable	435,371	(807,361)
Inventories	87,140	(307,845)
Prepaid expenses and other assets	(187,706)	(77,186)
Accounts payable and accrued liabilities	(347,226)	(40,754)
<b>Net cash provided by (used in) operating activities</b>	<b>114,014</b>	<b>(822,835)</b>
<b>Cash Flows From Investing Activities</b>		
Expenditures for property and equipment	(197,020)	(215,311)
Expenditures for finite-life intangible assets	(27,073)	(21,750)
<b>Net cash used in investing activities</b>	<b>(224,093)</b>	<b>(237,061)</b>
<b>Cash Flows From Financing Activities</b>		
Principal payments on long-term debt including capital lease obligations	(109,801)	(109,970)
Proceeds from options/warrants exercises	—	1,800
Proceeds from subscription notes receivable	—	22,500
<b>Net cash used in financing activities</b>	<b>(109,801)</b>	<b>(85,670)</b>
<b>Net decrease in cash and cash equivalents</b>	<b>(219,880)</b>	<b>(1,145,566)</b>
Cash and cash equivalents		
Beginning of period	1,702,435	4,091,739
End of period	<u>\$ 1,482,555</u>	<u>\$ 2,946,173</u>

See Notes to Condensed Consolidated Financial Statements.

**Electromed, Inc. and Subsidiary**  
**Notes to Condensed Consolidated Financial Statements**  
**(Unaudited)**

**Note 1. Interim Financial Reporting**

**Basis of presentation:** Electromed, Inc. (the Company) develops, manufactures and markets innovative airway clearance products which apply High Frequency Chest Wall Oscillation (HFCWO) therapy in pulmonary care for patients of all ages. The Company markets its products in the United States to the home health care and institutional markets for use by patients in personal residences, hospitals and clinics. The Company also sells internationally both directly and through distributors. Since its inception, the Company has operated in a single industry segment: developing, manufacturing and marketing medical equipment.

The accompanying unaudited condensed consolidated financial statements of the Company have been prepared in accordance with accounting principles generally accepted in the United States of America for interim financial statements and pursuant to the rules and regulations of the Securities and Exchange Commission. In the opinion of management, the accompanying unaudited condensed consolidated financial statements reflect all adjustments consisting of normal recurring adjustments necessary for a fair presentation of the Company's financial position and results of operations as required by Regulation S-X, Rule 10-01. Interim results of operations are not necessarily indicative of the results that may be achieved for the full year. The financial statements and related notes do not include all information and footnotes required by accounting principles generally accepted in the United States of America for annual reports. This interim report should be read in conjunction with the consolidated financial statements included in the Company's annual report on Form 10-K for the year ended June 30, 2012.

The Company has evaluated subsequent events and transactions for potential recognition or disclosure in the financial statements through the date the financial statements are issued.

**Principles of consolidation:** The accompanying condensed consolidated financial statements include the accounts of Electromed, Inc. and its subsidiary, Electromed Financial, LLC. Operating activities and net assets in Electromed Financial, LLC were insignificant as of and for the three months ended September 30, 2012 and the year ended June 30, 2012.

**A summary of the Company's significant accounting policies follows:**

**Use of estimates:** Management uses estimates and assumptions in preparing the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could vary from the estimates that were used. The Company believes the critical accounting policies that require the most significant assumptions and judgments in the preparation of its consolidated financial statements include: revenue recognition and the estimation of selling price adjustments, allowance for doubtful accounts, inventory obsolescence, share-based compensation, income taxes and the warranty reserve.

**Net income (loss) per common share:** Net income (loss) is presented on a per share basis for both basic and diluted common shares. Basic net income (loss) per common share is computed using the weighted average number of common shares outstanding during the period. The diluted net income (loss) per common share calculation assumes that all stock warrants were exercised and converted into common stock at the beginning of the period, unless their effect would be anti-dilutive. For the three months ended September 30, 2012 and 2011, common stock equivalents of 599,900 and 537,800, respectively, were excluded from the calculation of diluted earnings per share as their impact was antidilutive.

**Reclassifications:** Certain items in the fiscal 2012 financial statements have been reclassified to be consistent with the classifications adopted for fiscal 2013. The fiscal 2012 reclassifications had no impact on previously reported net income or shareholders' equity.

[Table of Contents](#)**Note 2. Inventories**

The components of inventory were approximately as follows:

	September 30, 2012	June 30, 2012
Parts inventory	\$ 1,418,000	\$ 1,397,000
Work in process	175,000	81,000
Finished goods	742,000	944,000
Less: Reserve for obsolescence	(30,000)	(30,000)
Total	<u>\$ 2,305,000</u>	<u>\$ 2,392,000</u>

**Note 3. Finite-Life Intangible Assets**

The carrying value of patents and trademarks includes the original cost of obtaining the patents, periodic renewal fees, and other costs associated with maintaining and defending patent and trademark rights. Patents and trademarks are amortized over their estimated useful lives, generally 15 and 12 years, respectively. Accumulated amortization was \$386,000 and \$352,000 at September 30, 2012 and June 30, 2012, respectively.

The activity and balances of finite-life intangible assets were approximately as follows:

	Three Months Ended September 30, 2012	Year Ended June 30, 2012
Balance, beginning	\$ 1,174,000	\$ 1,236,000
Additions	27,000	62,000
Amortization expense	(34,000)	(124,000)
Balance, ending	<u>\$ 1,167,000</u>	<u>\$ 1,174,000</u>

**Note 4. Warranty Liability**

The Company provides a lifetime warranty on its products to the prescribed patient for sales within the United States and Canada, a five-year warranty on its products to the prescribed patient for sales within Greece, and a three-year warranty for all institutional sales and sales to individuals outside the United States, Canada and Greece. The Company estimates the costs that may be incurred under its warranty and records a liability in the amount of such costs at the time the product is shipped. Factors that affect the Company's warranty liability include the number of units shipped, historical and anticipated rates of warranty claims, and cost per claim. The Company periodically assesses the adequacy of its recorded warranty liability and adjusts the amounts as necessary.

Changes in the Company's warranty liability were approximately as follows:

	Three Months Ended September 30, 2012	Year Ended June 30, 2012
Balance warranty reserve	\$ 610,000	\$ 444,000
Accrual for products sold	22,000	351,000
Expenditures and costs incurred for warranty claims	(28,000)	(185,000)
Ending warranty reserve	<u>\$ 604,000</u>	<u>\$ 610,000</u>

**Note 5. Income Taxes**

On a quarterly basis, the Company estimates what its effective tax rate will be for the full fiscal year and records a quarterly income tax provision (benefit) based on the anticipated rate. As the year progresses, the Company refines its estimate based on the facts and circumstances by each tax jurisdiction. The effective tax rate for the three months ended September 30, 2012 and 2011 was 46.6% and 39.9%, respectively.

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**Note 6. Financing Arrangements**

The Company has a credit facility that provides for term loans and a revolving line of credit of \$6,000,000, of which the line of credit expires on December 31, 2013, if not renewed. Advances are due at the expiration date and are secured by substantially all Company assets. The amount available for borrowing is limited to 60% of eligible accounts receivable less the outstanding balance on the Company's 4.28% term note due December 2012. Interest on advances accrues at LIBOR plus 3.08% (3.33% at September 30, 2012) and is payable monthly. The Company's credit facility contains certain financial and nonfinancial covenants, which, among others, require the Company to maintain a certain fixed charge coverage ratio and a maximum cash flow leverage ratio, and restrict the payment of dividends. The Company was in violation of certain of these covenants during the period ended September 30, 2012, and the bank has waived the events of default.

**Note 7. Commitments and Contingencies**

The Company is occasionally involved in claims and disputes arising in the ordinary course of business. The Company insures its business risks where possible to mitigate the financial impact of individual claims, and establishes reserves for an estimate of any probable cost of settlement or other disposition.

**Note 8. Related Parties**

The Company used a related-party service provider, a director and minority shareholder of which is a director of the Company and was the original inventor of the Company's product, to perform certain outsourced research and development functions. The Company's former chief executive officer, an immediate family member of one of the Company's directors, is also a minority shareholder and the president, chief executive officer and chairman of the board of directors of the service provider. In addition, one other member of the Company's board of directors is a director and minority shareholder of the service provider. The Company had an agreement with the service provider which provided 80 hours per week of research and development work in exchange for a monthly fee in the amount of \$30,000 through December 2011. The agreement was renewed at December 31, 2011 for six months, and provided that the service provider perform 40 hours per week of research and development work in exchange for a monthly fee of \$15,000. The agreement was not renewed after June 30, 2012. There were no expenses incurred during the quarter ended September 30, 2012. For the quarter ended September 30, 2011, expenses for these services totaled approximately \$90,000. Such expenses are included in research and development expense in the consolidated statements of operations.

The Company uses a parts supplier whose founder and president became a director of the Company during fiscal year 2011, and is currently chairman of the Company's board of directors. For the quarters ended September 30, 2012 and 2011, the Company made payments to the supplier of approximately \$101,000 and \$144,000, respectively.

## Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

*Some of the statements in this report may contain forward-looking statements made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995 that reflect our current view on future events, future business, industry and other conditions, our future performance, and our plans and expectations for future operations and actions. In some cases, you can identify forward-looking statements by the following words: anticipate, believe, continue, could, estimate, expect, intend, may, ongoing, plan, potential, predict, project, should, will, would, or the negative of these terms or other comparable terminology, although not all forward-looking statements contain these words. Our forward-looking statements in this report primarily relate to the following: our expectations regarding international markets and their impact on our sales; our expectations regarding fluctuations in purchase timings; our expectations regarding long-term margins; our expectations regarding research and development expenses; our expectations regarding sales growth, future efficiencies and profitability with the increase in our sales force; our expectations regarding capital expenditures; and our beliefs regarding the sufficiency of working capital and our ability and intention with regard to future financing. These statements involve known and unknown risks, uncertainties and other factors that may cause our results or our industry's actual results, levels of activity, performance or achievements to be materially different from the information expressed or implied by these forward-looking statements. Forward-looking statements are only predictions and are not guarantees of performance. These statements are based on our management's beliefs and assumptions, which in turn are based on currently available information.*

*You should read this report thoroughly with the understanding that our actual results and actions may differ materially from those set forth in the forward-looking statements for many reasons, including the reasons described in this report. These factors include, but are not limited to: the competitive nature of our market; the risks associated with expansion into international markets; changes to Medicare, Medicaid, or private insurance reimbursement policies; changes to health care laws; changes affecting the medical device industry; our need to maintain regulatory compliance and to gain future regulatory approvals and clearances; our ability to recruit, train and retain an effective sales force, reimbursement staff, and patient services staff; our ability to protect our intellectual property; the effect of litigation, including legal expenses, which may arise with respect to our intellectual property in the ordinary course of business or otherwise; the impact of tight credit markets on our ability to continue to obtain financing on reasonable terms; and general economic and business conditions.*

### Overview

Electromed, Inc. (we, us, our, the Company, or Electromed) was incorporated in 1992. We are engaged in the business of providing innovative airway clearance products applying High Frequency Chest Wall Oscillation (HFCWO) therapy in pulmonary care for patients of all ages.

We manufacture, market and sell products that provide HFCWO, including the Electromed, Inc. SmartVest® Airway Clearance System (SmartVest System) and related products, to patients with compromised mucus clearance function. The products are sold for both the home health care market and the institutional market for use by patients in hospitals, which are referred to as "institutional sales." For approximately ten years, we have marketed the SmartVest System and its predecessor products to patients suffering from cystic fibrosis, bronchiectasis (including chronic bronchitis or chronic obstructive pulmonary disease (COPD) that has resulted in a diagnosis of bronchiectasis), or any one of certain enumerated neuro-muscular diseases, and can demonstrate that another less expensive physical or mechanical treatment did not adequately mobilize retained secretions. Additionally, we offer such products, upon physician prescription to a patient population that includes post-surgical and intensive care patients, patients with end-stage neuromuscular disease, and ventilator-dependent patients. Our goal is to be a consistent innovator in providing HFCWO to patients with impaired pulmonary function.

### Critical Accounting Policies and Estimates

Our significant accounting policies and estimates are disclosed in Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations," and Note 1 to our Audited Consolidated Financial Statements, included in Part II, Item 8, of our Annual Report on Form 10-K for the fiscal year ended June 30, 2012. The critical accounting policies used in the preparation of the financial statements as of September 30, 2012 have remained unchanged from June 30, 2012.

Some of our accounting policies require us to exercise significant judgment in selecting the appropriate assumptions for calculating financial statements. Such judgments are subject to an inherent degree of uncertainty. These judgments are based upon our historical experience, known trends in our industry, terms of existing contracts and other information from outside sources, as appropriate. The Company believes the critical accounting policies that require the most significant assumptions and judgments in the preparation of its consolidated financial statements include: revenue recognition and the estimation of selling price adjustments, allowance for doubtful accounts, inventory obsolescence, share-based compensation, income taxes, and warranty liability.

**Results of Operations****Three Months Ended September 30, 2012 Compared to Three Months Ended September 30, 2011****Revenues**

Revenue results for the three month periods are summarized in the table below (dollar amounts in thousands).

	Three Months Ended September 30,		Increase (Decrease)	
	2012	2011		
<b>Total Revenue</b>	\$ 4,031	\$ 5,379	\$ (1,348)	(25.1)%
<b>Home Care Revenue</b>	\$ 3,574	\$ 5,132	\$ (1,558)	(30.4)%
<b>International Revenue</b>	\$ 109	\$ 37	\$ 72	194.6%
<b>Government/Institutional Revenue</b>	\$ 348	\$ 210	\$ 138	65.7%

**Home Care Revenue.** Home care revenue was approximately \$3,574,000 for the three months ended September 30, 2012, representing a decrease of approximately \$1,558,000, or 30.4%, compared to the same period in 2011. The decrease in revenue was caused by a decrease in referral counts, year over year. The change in referrals is a result of the change in the number of direct sales representatives, or, Clinical Area Managers (CAMs), as well as the tenure of CAMs. During the three months ended September 30, 2012, the average number of CAMs was 21, a decrease from 24 CAMs in the same period the prior year. In addition, the number of CAMs with over one year of experience decreased from 17 to 14.

**International Revenue.** International revenue was approximately \$109,000 for the three months ended September 30, 2012, representing an increase of approximately \$72,000, or 194.6%, compared to the same period in 2011. This resulted primarily from an increase in sales in Asia and the Middle East. There were no sales to the Middle East during the same period in 2011. Sales to other regions increased by approximately \$13,000 during this period from 2011 to 2012. The increase in international sales was affected by the timing of larger distributor purchases during the first quarter of fiscal year 2013. The timing of these purchases will fluctuate throughout the year. Management still believes that the conditions in the current global economy, including the European sovereign debt situation and related austerity measures will continue to have some negative effects on international sales growth. Management continues to explore international opportunities in growth markets while focusing on continued domestic sales growth.

**Government/Institutional Revenue.** Government/institutional revenue was approximately \$348,000 for the three months ended September 30, 2012, representing an increase of approximately \$138,000, or 65.7%, compared to approximately \$210,000 during the same period in 2011. This resulted from a \$108,000 increase in sales to distributors, group purchasing organization (GPO) members, and other institutions which increased to approximately \$286,000 for the three months ended September 30, 2012, from approximately \$178,000 during the same period the prior year. There was also an increase in Government sales of \$30,000 from approximately \$32,000 in the three months ended September 30, 2011 to approximately \$62,000 in the comparable period in 2012. The increase in Institutional and Governmental sales was the result of continued efforts of our sales force.

**Gross Profit**

Gross profit decreased to approximately \$2,821,000, or 70.0% of net revenues, for the three months ended September 30, 2012, from approximately \$4,069,000, or 75.6% of net revenues in the same period in 2011. The decrease in gross profit dollars resulted primarily from the decrease in sales volume. The decrease in gross profit percentage was primarily the result of lower than average reimbursement from the mix of referrals during the three month period. Factors such as diagnoses that are not assured of reimbursement and insurance programs with lower allowable reimbursement amounts (for example, state Medicaid programs) affect average reimbursement received on a short-term basis. These factors tend to fluctuate on a quarterly basis. However, management does not believe the results of the quarter ended September 30, 2012 are indicative of a long-term decrease in margins.

**Operating expenses**

**Selling, general and administrative expenses.** Selling, general and administrative (SG&A) expenses were approximately \$2,816,000 for the three months ended September 30, 2012, representing a decrease of approximately \$584,000, or 17.2%, compared to SG&A expenses of approximately \$3,400,000 for the same period the prior year. Payroll and compensation-related expenses were approximately \$1,336,000 for the three months ended September 30, 2012, representing a decrease of approximately \$288,000, or 17.7%, compared to approximately \$1,624,000 in the same period the prior year. The decrease was primarily a result of lower commissions and overall management compensation as compared to the same period in 2011.

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Health insurance costs were approximately \$132,000 for the three months ended September 30, 2012, representing a decrease of approximately \$1,000, or 0.8%, compared to the same period in 2011. Travel, meals and entertainment, and trade show expenses were approximately \$385,000 in the three months ended September 30, 2012, representing a decrease of approximately \$90,000, or 18.9%, compared to approximately \$475,000 in the same period in the prior year. This decrease was primarily due to the Company's focus on expense control, and a decrease in the size of the sales force.

Advertising and marketing expenses for the three months ended September 30, 2012 were approximately \$183,000, a decrease of approximately \$170,000, or 48.2%, compared to approximately \$353,000 in the same period the prior year. These decreased expenditures related to bringing marketing leadership in-house, thus reducing marketing fees, as well as focusing on cost-effective advertising.

Patient training expenses for the three months ended September 30, 2012 were approximately \$114,000, a decrease of approximately \$15,000, or 11.6%, compared to approximately \$129,000 in the same period the prior year. These decreases reflect the decreased volume of home care patient referrals for the three months ended September 30, 2012 compared to the same period in the prior year.

Professional fees for the three months ended September 30, 2012 were approximately \$205,000, a decrease of approximately \$108,000 compared to approximately \$313,000 in the same period in the prior year. These fees are for services related to reporting requirements, information technology security and backup, consulting, recruiting fees, and printing and other shareowner services. The decrease in professional fees was a result of lower legal fees and other outside services.

*Research and development expenses.* Research and development expenses were approximately \$101,000 for the three months ended September 30, 2012, representing a decrease of approximately \$116,000, or 53.5%, compared to approximately \$217,000 in the same period the prior year. Approximately \$90,000 of the decrease was a result of discontinuing the use of a certain outside vendor. Research and development costs for the three months ended September 30, 2012 were 2.5% of revenue, compared to 3.9% of revenue in the same period the prior year. As a percentage of sales, management expects to spend approximately 5.0% of sales on R&D expenses for the foreseeable future.

***Interest expense***

Interest expense was approximately \$41,000 for the three months ended September 30, 2012, representing a decrease of approximately \$5,000, or 10.9%, compared to approximately \$46,000 for the same period the prior year. The decrease resulted from a decrease in average debt outstanding due to payments on term loans.

***Income tax expense (benefit)***

Income tax benefit is estimated at approximately \$62,000 for the three months ended September 30, 2012, compared to income tax expense of \$163,000 in the same period in the prior year. The effective tax rates for the three months ended September 30, 2012 and September 30, 2011 were 46.6% and 39.9%, respectively.

***Net income (loss)***

Net loss for the three months ended September 30, 2012 was approximately \$71,000, or 1.8% of revenues, compared to net income of approximately \$246,000, or 4.6% of revenues, for the same period the prior year. The decrease in net income as a percentage of revenues primarily resulted from a decrease in sales volume partially offset by decreases in expenses. Management continues to believe certain investments currently being made are creating the platform for continued profitable sales growth. In this quarter, management has added to the strength of our sales and marketing team by hiring a new Director of Sales, and bringing strategic responsibility for marketing in-house. Subsequent to September 30, 2012, management has completed a realignment of sales territories and instituted a new compensation plan designed to drive future sales growth. Management is also creating efficiencies to better align expenses with demand and increase margins. These efforts should allow us to increase profitability as sales growth occurs with the addition of new CAMs.

## **Liquidity and Capital Resources**

### ***Cash Flows and Sources of Liquidity***

#### *Cash Flows from Operating Activities*

For the three months ended September 30, 2012, net cash provided by operating activities was approximately \$114,000. Cash flows provided by operations consisted of approximately \$71,000 in net loss, adjusted for non-cash expenses of approximately \$198,000, offset by decreases in accounts receivable and inventory of \$435,000 and \$87,000, respectively, and increases in prepaid expenses and other assets of \$188,000. In addition, accounts payable and accrued liabilities decreased by approximately \$347,000.

For the three months ended September 30, 2011, net cash used in operating activities was approximately \$823,000. Cash flows used by operations consisted of approximately \$246,000 in net income, adjusted for non-cash expenses of approximately \$164,000, offset by increases in accounts receivable, inventory, and prepaid expenses of \$807,000, \$308,000, and \$77,000 respectively. In addition, accounts payable and accrued liabilities decreased by approximately \$41,000.

Management believes that the net cash provided by operating activities during the three months ended September 30, 2012 was attributable, in part, to the reduction of expenses, better accounts receivable collection and lower sales, as demonstrated by the decrease in accounts receivable of approximately \$435,000 for the three months ended September 30, 2012, as compared to an increase of approximately \$807,000 for the three months ended September 30, 2011.

#### *Cash Flows from Investing Activities*

For the three months ended September 30, 2012, cash used in investing activities was approximately \$224,000. During this period we paid approximately \$197,000 for purchases of property and equipment. We also paid approximately \$27,000 for patent related costs.

For the three months ended September 30, 2011, cash used in investing activities was approximately \$237,000. During this period we paid approximately \$215,000 for purchases of property and equipment, including \$99,000 for converting approximately 10,000 square feet of a newly leased building to office space. We also paid approximately \$22,000 for patent related costs.

#### *Cash Flows from Financing Activities*

For the three months ended September 30, 2012, cash used in financing activities was approximately \$110,000, which consisted entirely of principal payments on long-term debt of approximately \$110,000.

For the three months ended September 30, 2011, cash used in financing activities was approximately \$86,000. We received approximately \$24,000 from warrant exercises and receipts on subscription notes receivable, offset by principal payments on long-term debt of approximately \$110,000.

### ***Adequacy of Capital Resources***

Based on our current operational performance, we believe our cash and cash equivalents and available borrowings under the existing credit facility will provide adequate liquidity for the next year. However, we may require additional financing and we cannot guarantee that we will be able to procure additional financing upon favorable terms, if at all.

Our primary capital requirements relate to adding employees in our sales force; continuing research and development efforts; and for general corporate purposes, including to finance equipment purchases and other capital expenditures in the ordinary course of business and to satisfy working capital needs.

For the first three months of fiscal years 2013 and 2012, we spent approximately \$197,000 and \$215,000 on property and equipment, respectively. We currently expect to finance equipment purchases with borrowings under our credit facility and cash flows from operations. We may need to incur additional debt if we have an unforeseen need for additional capital equipment or if our operating performance does not generate adequate cash flows.

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On November 8, 2011 we entered into an amended and restated credit facility with U.S. Bank, National Association (U.S. Bank), which was amended on December 30, 2011, May 14, 2012, and September 21, 2012, that provides for a revolving line of credit of \$6,000,000, and \$2,520,000 in term debt. A \$1,520,000 Term Loan bears interest at 5.79% (Term Loan A). The remaining \$1,000,000 term loan bears interest at 4.28% (Term Loan B). Interest on the operating line of credit accrues at LIBOR plus 3.08% (3.33% at September 30, 2012) and is payable monthly. The amount eligible for borrowing on the line of credit is limited to 60% of eligible accounts receivable less the outstanding balance on our Term Loan B. The line of credit will expire on December 31, 2013, if not earlier renewed. Term Loan A requires monthly payments of principal and interest of approximately \$10,700 and has a maturity date of December 9, 2014. Term Loan B requires monthly payments of principal and interest of approximately \$29,600 and has a maturity date of December 9, 2012. As of September 30, 2012, we had approximately \$1,768,000 outstanding on the operating line of credit and approximately \$1,489,000 outstanding on the term loan debt for a total amount outstanding under the U.S. Bank credit facility of \$3,257,000. As of September 30, 2012, we had net unused availability of \$2,652,000 under the line of credit. We are required to pay a fee of 0.125% per annum on unused portions of the revolving line of credit.

The Company's credit facility contains certain financial and nonfinancial covenants, which, among others, require the Company to maintain a certain fixed charge coverage ratio and a maximum cash flow leverage ratio, and restrict the payment of dividends. The Company was in violation of certain financial covenants during the period ended September 30, 2012. The Company notified the bank and the bank waived the event of default as of September 30, 2012.

**Certain Information Concerning Off-Balance Sheet Arrangements**

We have no off-balance sheet arrangements.

**Item 3. Quantitative and Qualitative Disclosure About Market Risk**

As a smaller reporting company, we are not required to provide disclosure pursuant to this item.

**Item 4. Controls and Procedures**

**Evaluation of Disclosure Controls and Procedures**

Our principal executive officer and principal financial officer evaluated the effectiveness of our disclosure controls and procedures, as defined in Rules 13a-15(e) and 15d-15(e) promulgated under the Securities Exchange Act of 1934 (the "Exchange Act"), as of the end of the period subject to this Report. Based on this evaluation, our principal executive officer and principal financial officer concluded that our disclosure controls and procedures were effective.

**Changes to Internal Control Over Financial Reporting**

There were no changes in our internal control over financial reporting that occurred during the first three months of fiscal 2013 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

**PART II. OTHER INFORMATION**

**Item 1. Legal Proceedings**

Occasionally, we may be party to legal actions, proceedings, or claims in the ordinary course of business, including claims based on assertions of patent and trademark infringement. Corresponding costs are accrued when it is probable that loss will be incurred and the amount can be precisely or reasonably estimated. We are not aware of any undisclosed actual or threatened litigation that would have a material adverse effect on our financial condition or results of operations.

**Item 1A. Risk Factors**

As a smaller reporting company, we are not required to provide disclosure pursuant to this item.

**Item 2. Unregistered Sales of Equity Securities and Use of Proceeds**

None.

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**Item 3. Defaults Upon Senior Securities**

None.

**Item 4. Mine Safety Disclosures**

None.

**Item 5. Other Information**

None.

**Item 6. Exhibits**

See attached exhibit index.

## 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, thereunto duly authorized.

ELECTROMED, INC.

Date: November 13, 2012

/s/ James J. Cassidy  
James J. Cassidy, Ph.D., Interim Chief Executive Officer  
(Principal Executive Officer)

/s/ Jeremy T. Brock  
Jeremy T. Brock, CPA, Chief Financial Officer  
(Principal Financial Officer and Principal Accounting Officer)

**EXHIBIT INDEX  
ELECTROMED, INC.  
FORM 10-Q**

<b>Exhibit Number</b>	<b>Description</b>
3.1	Bylaws of Electromed, Inc. as amended, incorporated by reference to Exhibit 3.2 to the Company's annual report on Form 10-K for the fiscal year ended June 30, 2012.
10.1	Waiver and Third Amendment to Amended and Restated Credit Agreement, dated as of September 21, 2012, by and between Electromed, Inc. and U.S. Bank National Association.
31.1	Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2	Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1	Certification Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2	Certification Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101*	Financial statements from the quarterly report on Form 10-Q of the Company for the quarter ended September 30, 2012, formatted in XBRL: (i) the Condensed Consolidated Balance Sheets, (ii) the Condensed Consolidated Statements of Operations, (iii) the Condensed Consolidated Statements of Cash Flows, and (iv) the Notes to Condensed Consolidated Financial Statements.

\*Furnished herewith.

**WAIVER AND THIRD AMENDMENT TO CREDIT AGREEMENT**

This **WAIVER AND THIRD AMENDMENT TO CREDIT AGREEMENT** (this "Amendment"), made and entered into as of September 21, 2012, is by and between Electromed, Inc., a Minnesota corporation (the "Borrower"), and U.S. Bank National Association, a national banking association (the "Bank").

**RECITALS**

A. The Bank and the Borrower entered into that certain Amended and Restated Credit Agreement dated as of November 7, 2011, between the Bank and the Borrower, as amended by that certain First Amendment to Credit Agreement dated as of December 30, 2011, and that certain Consent and Waiver and Second Amendment to Credit Agreement dated as of May 14, 2012 (as further amended, restated or otherwise modified from time to time, the "Credit Agreement").

B. Section 6.14 of the Credit Agreement forbids the Borrower from permitting the Fixed Charge Coverage Ratio as of the last day of any fiscal quarter for the four consecutive fiscal quarters ending on that date to be less than 1.2 to 1.0. The Borrower has informed the Bank that the Fixed Charge Coverage Ratio for the fiscal quarter ending June 30, 2012, is less than 1.2 to 1.0, which constitutes an Event of Default under Section 7.1(c) of the Credit Agreement (the "FCCR Event of Default"). The Bank has agreed to waive the FCCR Event of Default, subject to the terms and conditions set forth in this Amendment.

**AGREEMENT**

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby covenant and agree to be bound as follows:

**Section 1. Capitalized Terms.** Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement, unless the context otherwise requires.

**Section 2. Waiver.**

**2.1. Waiver.** Upon the effectiveness of this Amendment pursuant to Section 4 hereof, the Bank hereby waives the FCCR Event of Default.

**2.2. Scope of Waiver.** The waiver set forth in Section 2.1 hereof is limited to the express terms thereof, and nothing herein shall be deemed a consent or waiver by the Bank with respect to any other term, condition, representation, or covenant applicable to the Borrower under the Credit Agreement or any of the other agreements, documents, or instruments executed and delivered in connection therewith, or of the covenants described therein. The waiver set forth herein shall not be deemed to be a course of action upon which the Borrower or its Subsidiaries may rely in the future.

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**Section 3. Amendments to Credit Agreement.**

**3.1. Definitions.** The definitions of “Cash Taxes”, “Fixed Charge Coverage Ratio” and “Total Cash Flow Leverage Ratio” set forth in Section 1.1 of the Credit Agreement are amended and restated to read in their entireties as follows:

“Fixed Charge Coverage Ratio”: For the four consecutive fiscal quarters ending on the date of determination, the ratio of:

(a) EBITDA, plus the sum of (i) operating lease expense, (ii) for the four consecutive fiscal quarters ending June 30, 2012, and September 30, 2012, \$172,000 of severance expenses made during the fiscal quarter ending December 31, 2011, and (iii) for the four consecutive fiscal quarters ending June 30, 2012, September 30, 2012, December 31, 2012, and March 31, 2013, \$310,000 of severance expenses made during the fiscal quarter ending June 30, 2012, minus the sum of (i) any Restricted Payments, (ii) 50% of depreciation, (iii) Cash Taxes, (iv) for the four consecutive fiscal quarters ending June 30, 2012, and September 30, 2012, \$69,000 of tax expenses accrued during the fiscal quarter ending December 31, 2011, and (v) for the four consecutive fiscal quarters ending June 30, 2012, September 30, 2012, December 31, 2012, and March 31, 2013, \$124,000 of tax expenses accrued during the fiscal quarter ending June 30, 2012,

to

(b) the sum of cash interest payments and all required principal payments with respect to Total Liabilities (including but not limited to all payments with respect to Capitalized Lease Obligations of the Borrower), plus operating lease expense,

in each case determined for said period in accordance with GAAP.

“Total Cash Flow Leverage Ratio”: For any period of determination, the ratio of

(a) the sum (without duplication) of the aggregate principal amount of all outstanding Capitalized Lease Obligations of the Borrower and that portion of Total Liabilities bearing interest determined as of the last day of that period, plus six times operating lease expense for such period,

to

(b) EBITDAR, plus the sum of (i) for the four consecutive fiscal quarters ending June 30, 2012, and September 30, 2012, \$172,000 of severance expenses made during the fiscal quarter ending December 31, 2011, and (ii) for the four consecutive fiscal quarters ending June 30, 2012, September 30, 2012, December 31, 2012, and March 31, 2013, \$310,000 of severance expenses made during the fiscal quarter ending June 30, 2012, in each case determined for said period in accordance with GAAP.

Section 1.1 of the Credit Agreement is further amended to add the definition of "Cash Taxes", to read in its entirety as follows:

**"Cash Taxes"**: For any period of determination, tax expenses of the Borrower paid in cash determined for said period in accordance with GAAP; provided, that, for the fiscal quarter ending September 30, 2011, Cash Taxes shall be \$93,000, for the fiscal quarter ending December 31, 2011, Cash Taxes shall be \$8,000, for the fiscal quarter ending March 31, 2012, Cash Taxes shall be \$18,000, for the fiscal quarter ending June 30, 2012, Cash Taxes shall be \$8,000, for the fiscal quarter ending September 30, 2012, Cash Taxes shall be \$0.0 (zero), and for the fiscal quarter ending December 31, 2012, Cash Taxes shall be the amount the Internal Revenue Service requires as payment for all earnings from July 1, 2012 to December 31, 2012.

**3.2. Form of Compliance Certificate.** Exhibit G to the Credit Agreement is amended to read in its entirety as set forth on Exhibit A hereto.

**Section 4. Effectiveness of Consent.** The consent set forth in Section 2.1 hereof and amendments set forth in Section 3 hereof shall become effective upon the delivery of, or compliance with, the following:

**4.1.** This Amendment, duly executed by the Borrower and delivered (including by way of telecopy or other electronic transmission (including by e-mail in .pdf format), in each case with original signatures to follow promptly thereafter) to the Bank.

**4.2.** A certificate of an officer of the Borrower certifying to a true and correct copy of resolutions of the Borrower authorizing and ratifying this Amendment, each in form and substance satisfactory to the Bank.

**4.3.** The Borrower shall have satisfied such other conditions as specified by the Bank, including payment of all unpaid legal fees and expenses incurred by the Bank through the date of this Amendment in connection with the Credit Agreement and this Amendment and requested to be paid by the Bank.

**Section 5. Release, No Waiver, Representations, Warranties, Authority, No Adverse Claim.**

**5.1. Release of Claims.** The Borrower, for itself and on behalf of its legal representatives, successors, and assigns, hereby (a) expressly waives, releases, and relinquishes the Bank from any and all claims, offsets, defenses, affirmative defenses, and counterclaims of any kind or nature whatsoever that the Borrower has asserted, or might assert, against the Bank with respect to the Obligations, the Credit Agreement (including as affected by this Amendment), and any other Loan Document, in each case arising on or before the date hereof, such waiver and release being with full knowledge and understanding of the circumstances and effect thereof, and (b) expressly covenants and agrees never to institute, cause to be instituted, or continue prosecution of any suit or other form of action or proceeding of any kind or nature whatsoever against the Bank by reason of or in connection with any of the foregoing matters, claims, or causes of action.

**5.2. No Waiver.** The execution of this Amendment and acceptance of any documents related hereto shall not be deemed to be a waiver of any Default or Event of Default under the Credit Agreement (other than as specifically set forth in Section 2 of this Amendment) or breach, default, or event of default under any Security Document or other document held by the Bank, whether or not known to the Bank and whether or not existing on the date of this Amendment.

**5.3. Reassertion of Representations and Warranties, No Default.** The Borrower hereby represents that on and as of the date hereof and after giving effect to this Amendment (a) all of the representations and warranties in the Credit Agreement and the Security Documents are true, correct, and complete in all material respects, without duplication as to any materiality modifiers, qualifications, or limitations set forth in Article IV of the Credit Agreement, in each case as of the date hereof as though made on and as of such date, except (i) for changes permitted by the terms of the Credit Agreement and (ii) to the extent that any such representations and warranties expressly relate to an earlier date, in which case such representations and warranties were true and correct in all material respects as of such earlier date, and (b) there will exist no Default or Event of Default under the Loan Documents as affected by this Amendment on such date that the Bank has not expressly waived in writing.

**5.4. Authority, No Conflict, No Consent Required.** The Borrower represents and warrants that it has the power, legal right, and authority to enter into the Amendment and has duly authorized as appropriate the execution and delivery of the Amendment by proper corporate action, and neither the Amendment nor the agreements herein contravene or constitute a default under any agreement, instrument, or indenture to which the Borrower is a party or a signatory, any provision of the Borrower's articles of incorporation or bylaws, or any other agreement or requirement of law, or result in the imposition of any Lien on any of its property under any agreement binding on or applicable to the Borrower or any of its property except, if any, in favor of the Bank. The Borrower represents and warrants that no consent, approval, or authorization or registration or declaration with any Person, including but not limited to any governmental authority, is required in connection with the execution and delivery of the Amendment or the performance of obligations of the Borrower therein described, except for those that the Borrower has obtained or provided and as to which the Borrower has delivered certified copies of documents evidencing each such action to the Bank.

**5.5. No Adverse Claim.** The Borrower warrants, acknowledges, and agrees that no events have taken place and no circumstances exist at the date hereof that would give the Borrower a basis to assert a defense, offset, or counterclaim to any claim of the Bank with respect to the Obligations.

**Section 6. Affirmation of Loan Documents, Further References, Affirmation of Security Interest.** Each of the Bank and the Borrower acknowledge and affirm that the Credit Agreement, the Security Documents, and each of the other Loan Documents to which it is a party is hereby ratified and confirmed in all respects and all terms, conditions, and provisions of each such Loan Document shall remain unmodified and in full force and effect. The Borrower confirms to the Bank that the Obligations are and continue to be secured by the security interest granted in favor of the Bank under the Security Documents and that all of the terms, conditions, provisions, agreements, requirements, promises, obligations, duties, covenants, and representations of the Borrower under such documents and any and all other documents and agreements entered into with respect to the obligations under the Credit Agreement are hereby ratified, assumed, and affirmed in all respects by the Borrower.

**Section 7. Merger and Integration, Superseding Effect.** This Amendment, on and after the date hereof, embodies the entire agreement and understanding between the parties hereto and supersedes and has merged into this Amendment all prior oral and written agreements on the same subjects by and between the parties hereto with the effect that this Amendment shall control with respect to the specific subjects hereof and thereof.

**Section 8. Severability.** Whenever possible, each provision of this Amendment and any other statement, instrument, or transaction contemplated hereby or relating hereto shall be interpreted so as to be effective, valid, and enforceable under the applicable law of any jurisdiction, but if any provision of this Amendment or any other statement, instrument, or transaction contemplated hereby or relating hereto is held to be prohibited, invalid, or unenforceable under the applicable law, such provision shall be ineffective in such jurisdiction only to the extent of such prohibition, invalidity, or unenforceability, without invalidating or rendering unenforceable the remainder of such provision or the remaining provisions of this Amendment or any other statement, instrument, or transaction contemplated hereby or relating hereto in such jurisdiction, or affecting the effectiveness, validity, or enforceability of such provision in any other jurisdiction.

**Section 9. Successors.** This Amendment shall be binding upon the Borrower, the Bank, and their respective successors and assigns, and shall inure to the benefit of the Borrower, the Bank, and the successors and assigns of the Bank.

**Section 10. Expenses.** The Borrower shall pay the Bank, upon execution of this Amendment, the fees and expenses as provided in Section 8.2 of the Credit Agreement.

**Section 11. Headings.** The headings of various sections of this Amendment are for reference only and shall not be deemed to be a part of this Amendment.

**Section 12. Counterparts.** This Amendment may be executed in several counterparts as deemed necessary or convenient, each of which, when so executed, shall be deemed an original, provided that all such counterparts shall be regarded as one and the same document.

**Section 13. Governing Law.** THE VALIDITY, CONSTRUCTION AND ENFORCEABILITY OF THIS AMENDMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF MINNESOTA, WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PRINCIPLES THEREOF, BUT GIVING EFFECT TO FEDERAL LAWS OF THE UNITED STATES APPLICABLE TO NATIONAL BANKS.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date and year first above written.

**BORROWER:**

ELECTROMED, INC.

By: /s/ Jeremy T. Brock  
Name: Jeremy T. Brock  
Title: CFO

**BANK:**

U.S. BANK NATIONAL ASSOCIATION

By: /s/ Daniel J. Miller  
Name: Daniel J. Miller  
Title: Vice President

FORM OF COMPLIANCE CERTIFICATE

To: U.S. Bank National Association:

THE UNDERSIGNED HEREBY CERTIFIES THAT:

(1) I am the duly elected chief financial officer of Electromed, Inc. (the "Borrower");

(2) I have reviewed the terms of the Amended and Restated Credit Agreement dated as of November 7, 2011, between the Borrower and U.S. Bank National Association (as amended, restated, or otherwise modified from time to time, the "Credit Agreement"), and I have made, or have caused to be made under my supervision, a detailed review of the transactions and conditions of the Borrower during the accounting period covered by the Attachment hereto;

(3) The examination described in paragraph (2) did not disclose, and I have no knowledge, whether arising out of such examinations or otherwise, of the existence of any condition or event that constitutes a Default or an Event of Default (as such terms are defined in the Credit Agreement) during or at the end of the accounting period covered by the Attachment hereto or as of the date of this Certificate, except as described below (or on a separate attachment to this Certificate). The exceptions listing, in detail, the nature of the condition or event, the period during which it has existed, and the action the Borrower has taken, is taking, or proposes to take with respect to each such condition or event are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The foregoing certification, together with the computations in the Attachment hereto and the financial statements delivered with this Certificate in support hereof, are made and delivered this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ pursuant to Section 5.1(c) of the Credit Agreement.

ELECTROMED, INC.

By \_\_\_\_\_

Title \_\_\_\_\_

ATTACHMENT TO COMPLIANCE CERTIFICATE

This Compliance Certificate is delivered under the Credit Agreement dated as of November 7, 2011 (as amended, restated or other wise modified from time to time, the "Credit Agreement"), between Electromed and U.S. Bank National Association.

All terms used in this Compliance Certificate shall have the meanings given them in the Credit Agreement.

The figures used in this Compliance Certificate were determined as of \_\_\_\_\_.

I certify that the following amounts were correctly determined according to the Credit Agreement as of the date set forth above:

**1. Total Cash Flow Leverage (Tested Quarterly) In Compliance Yes \_\_\_\_\_ No \_\_\_\_\_**

<i>Long Term Interest Bearing Debt</i>	_____
<i>Plus Short Term Interest Bearing Debt</i>	_____
<i>Plus Capital Leases</i>	_____
<i>Plus 6 times Annual Rent Expense</i>	_____
 <i>Total (A)</i>	<input type="text"/>
 <i>EBITDAR for LTM</i>	_____
<i>For the four consecutive fiscal quarters ending June 30, 2012, and September 30, 2012, \$172,000 of severance expenses made during the fiscal quarter ending December 31, 2011</i>	_____
<i>For the four consecutive fiscal quarters ending June 30, 2012, September 30, 2012, December 31, 2012, and March 31, 2013, \$310,000 of severance expenses made during the fiscal quarter ending June 30, 2012</i>	_____
 <i>Total (B)</i>	<input type="text"/>
 <i>Ratio of (A) to (B)</i>	<input type="text"/>

**2. Fixed Charge Coverage Ratio (Tested Quarterly) In Compliance Yes \_\_\_\_\_ No \_\_\_\_\_**

	<input type="text" value="For LTM"/>
<i>EBITDA</i>	_____
<i>Plus:</i>	_____
<i>Operating lease expense</i>	_____
<i>For the four consecutive fiscal quarters ending June 30, 2012, and September 30, 2012, \$172,000 of severance expenses made during the fiscal quarter ending December 31, 2011</i>	_____

For the four consecutive fiscal quarters ending June 30, 2012, September 30, 2012, December 31, 2012, and March 31, 2013, \$310,000 of severance expenses made during the fiscal quarter ending June 30, 2012

\_\_\_\_\_

Less:

Cash Taxes

\_\_\_\_\_

For the four consecutive fiscal quarters ending June 30, 2012, and September 30, 2012, \$69,000 of tax expenses accrued during the fiscal quarter ending December 31, 2011

\_\_\_\_\_

For the four consecutive fiscal quarters ending June 30, 2012, September 30, 2012, December 31, 2012, and March 31, 2013, \$124,000 of tax expenses accrued during the fiscal quarter ending June 30, 2012

\_\_\_\_\_

Cash Dividends/Cash distributions

\_\_\_\_\_

Maintenance CAPEX (50% of Depreciation Expense)

Total (A)

Required Principal Payments

\_\_\_\_\_

Plus Cash Interest Payments

\_\_\_\_\_

Plus Rental or Lease Expense

\_\_\_\_\_

Total (B)

Ratio of (A) to (B)

**3. No Additional Interest Bearing Debt (except for \$2.5MM debentures) (Tested Quarterly)**

**In Compliance Yes \_\_\_\_\_ No \_\_\_\_\_**

I further certify that the Borrower is in compliance with all other terms and conditions of the Agreement and that no Event of Default or event that with notice or lapse of time would be an Event of Default has occurred since the last Compliance Certificate provided to the Bank.

**Electromed, Inc.**

By \_\_\_\_\_

Title \_\_\_\_\_



**Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, James J. Cassidy, certify that:

1. I have reviewed this report on Form 10-Q of Electromed, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations, and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15(d)-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's Board of Directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize, and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 13, 2012

By: /s/ James J. Cassidy  
Interim Chief Executive Officer

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**Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Jeremy T. Brock, certify that:

1. I have reviewed this report on Form 10-Q of Electromed, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations, and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15(d)-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's Board of Directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize, and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 13, 2012

By: /s/ Jeremy T. Brock  
Chief Financial Officer

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**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with this Periodic Report of Electromed, Inc. (the "Company") on Form 10-Q for the period ended September 30, 2012, as filed with the Securities and Exchange Commission (the "Report"), I, James J. Cassidy, Interim Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: November 13, 2012

/s/ James J. Cassidy  
James J. Cassidy, Ph.D.  
Interim Chief Executive Officer

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**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with this Periodic Report of Electromed, Inc. (the "Company") on Form 10-Q for the period ended September 30, 2012, as filed with the Securities and Exchange Commission (the "Report"), I, Jeremy T. Brock, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: November 13, 2012

/s/ Jeremy T. Brock  
Jeremy T. Brock  
Chief Financial Officer

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