

**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): **December 22, 2023**

Rush Enterprises, Inc.

(Exact name of registrant as specified in its charter)

Texas
(State or other jurisdiction
of incorporation)

0-20797
(Commission File Number)

74-1733016
(IRS Employer Identification No.)

555 IH-35 South, Suite 500
New Braunfels, Texas
(Address of principal executive offices)

78130
(Zip Code)

Registrant's telephone number, including area code: **(830) 302-5200**

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 (see General Instruction A.2. below):

- 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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, par value \$0.01 per share	RUSHA	Nasdaq Global Select Market
Class B Common Stock, par value \$0.01 per share	RUSHB	Nasdaq Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 or Rule 12b-2 of the Securities Exchange Act of 1934.

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement.

Effective December 22, 2023, Rush Enterprises, Inc. (the “Company”) and certain of its subsidiaries (the Company and such subsidiaries collectively, “Rush”) entered into the Second Amendment to Credit Agreement (the “Second Amendment”) with each of the lenders party thereto (the “Lenders”) and Wells Fargo Bank, N.A., as Administrative Agent (the “Administrative Agent”), which amended that certain Credit Agreement, dated as of September 14, 2021 (as amended by that First Amendment to Credit Agreement, dated as of November 30, 2022), among Rush, the Lenders and Administrative Agent.

Pursuant to the terms of the Second Amendment, the Credit Agreement was amended to extend the expiration date to September 14, 2026, although, upon the occurrence and during the continuance of an event of default, the Administrative Agent has the right to, or upon the request of the required lenders must, terminate the commitments and declare all outstanding principal and interest due and payable. The Company may terminate the commitments at any time. In connection with the Second Amendment, the Company paid the Administrative Agent an upfront fee of \$350,000.

The foregoing description is qualified in its entirety by reference to the full text of the Second Amendment, which is attached as Exhibit 10.1 to this Current Report on Form 8-K and incorporated in this Item 1.01 by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
Exhibit 10.1	<u>Second Amendment to Credit Agreement, dated as of December 22, 2023, by and among the Company and certain of its subsidiaries, the Lenders party thereto and Wells Fargo Bank N.A., as Administrative Agent</u>
Exhibit 104	Cover Page Interactive Data File (formatted in Inline XBRL)

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.

Dated: December 22, 2023

RUSH ENTERPRISES, INC.

By: /s/ Michael Goldstone

Michael Goldstone

Senior Vice President, General Counsel and
Corporate Secretary

SECOND AMENDMENT TO CREDIT AGREEMENT

THIS SECOND AMENDMENT TO CREDIT AGREEMENT (this "Amendment"), dated as of December 22, 2023 (the "Effective Date"), is entered into by and among **RUSH ENTERPRISES, INC.**, a Texas corporation ("Holdings"), each of the Borrowers party hereto (the "Borrowers"), each of the Lenders party hereto and **WELLS FARGO BANK, N.A.**, as Administrative Agent for the Lenders (the "Administrative Agent").

PRELIMINARY STATEMENT

WHEREAS, Holdings, the Borrowers, the lenders party thereto (the "Lenders") and the Administrative Agent entered into that certain Credit Agreement dated as of September 14, 2021 (as from time to time amended, modified, supplemented, restated or amended and restated, the "Credit Agreement"), pursuant to which the Lenders agreed to make available to the Borrowers a revolving credit facility; and

WHEREAS, Holdings and the Borrowers have now asked the Administrative Agent and the Lenders to amend certain provisions of the Credit Agreement;

WHEREAS, the Administrative Agent and the Lenders party hereto are willing to make such amendments, subject to the terms and conditions set forth herein, provided that Holdings and the Borrowers ratify and confirm all of their respective obligations under the Credit Agreement and the Loan Documents;

NOW, THEREFORE, in consideration of the premises and further valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein have the meanings assigned to them in the Credit Agreement.

2. Amendment to Credit Agreement. Section 1.1 of the Credit Agreement is hereby amended to restate the definition of "Maturity Date" in its entirety as follows:

"Maturity Date" means the earliest to occur of (a) September 14, 2026, (b) the date of termination of the entire Commitment by the Borrowers pursuant to Section 2.5, and (c) the date of termination of the Commitment pursuant to Section 10.2(a)."

3. Conditions Precedent. This Amendment shall be effective as of the Effective Date upon satisfaction of the following conditions precedent:

(a) no Default or Event of Default shall exist;

(b) the Administrative Agent shall have received counterparts of this Amendment, duly executed by Holdings, the Borrowers and the Lenders; and

(c) the Administrative Agent shall have received payment of (i) upfront fees for the account on each Lender in an amount equal to 0.20% of the amount of each Lender's Commitment as of the Effective Date and (ii) all fees and other amounts due and payable on or prior to the Effective Date, including the reasonable fees and expenses of legal counsel to the Administrative Agent.

4. Ratification. Each of Holdings and the Borrowers hereby ratifies all of its Obligations under the Credit Agreement and each of the Loan Documents to which it is a party, and agrees and acknowledges that the Credit Agreement and each of the Loan Documents to which it is a party are and shall continue to be in full force and effect as amended and modified by this Amendment. Nothing in this Amendment extinguishes, novates or releases any right, claim, lien, security interest or entitlement of any of the Lenders or the Administrative Agent created by or contained in any of such documents nor is Holdings or any Borrower released from any covenant, warranty or obligation created by or contained herein or therein.

5. Representations and Warranties. Each of Holdings and the Borrowers hereby represents and warrants to the Lenders and the Administrative Agent that (a) this Amendment has been duly executed and delivered on behalf of each of Holdings and the Borrowers, (b) this Amendment constitutes a valid and legally binding agreement enforceable against each of Holdings and the Borrowers in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law, (c) the representations and warranties contained in the Credit Agreement and the Loan Documents are true and correct on and as of the date hereof in all material respects as though made as of the date hereof, except for such representations and warranties as are by their express terms limited to a specific date, in which case such representations and warranties were true and correct in all material respects as of such specific date, (d) no Default or Event of Default exists under the Credit Agreement or under any Loan Document and (e) the execution, delivery and performance of this Amendment has been duly authorized by each of Holdings and the Borrowers.

6. Counterparts. This Amendment may be signed in any number of counterparts, which may be delivered in original, facsimile or electronic form each of which shall be construed as an original, but all of which together shall constitute one and the same instrument.

7. Governing Law. This Amendment shall be governed by, and construed in accordance with, the law of the State of New York.

8. Amendment is a Loan Document; References to Credit Agreement. This Amendment is a Loan Document, as defined in the Credit Agreement. All references in the Credit Agreement to "this Agreement" shall mean the Credit Agreement as amended by this Amendment.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized as of the date first above written.

HOLDINGS:

RUSH ENTERPRISES, INC.

By: /s/ Steven L. Keller
Steven L. Keller
Chief Financial Officer and Treasurer

Signature Page to Second Amendment to Credit Agreement

BORROWERS:

**RUSH TRUCK CENTERS OF ALABAMA, INC.
RUSH TRUCK CENTERS OF ARKANSAS, INC.
RUSH TRUCK CENTERS OF ARIZONA, INC.
RUSH TRUCK CENTERS OF CALIFORNIA, INC.
RUSH MEDIUM DUTY TRUCK CENTERS OF COLORADO, INC.
RUSH TRUCK CENTERS OF COLORADO, INC.
RUSH TRUCK CENTERS OF FLORIDA, INC.
RUSH TRUCK CENTERS OF GEORGIA, INC.
RUSH TRUCK CENTERS OF NEW MEXICO, INC.
RUSH TRUCK CENTERS OF OKLAHOMA, INC.
RUSH TRUCK CENTERS OF TENNESSEE, INC.
RUSH TRUCK CENTERS OF NORTH CAROLINA, INC.
RUSH TRUCK CENTERS OF IDAHO, INC.
RUSH TRUCK CENTERS OF UTAH, INC.
RUSH TRUCK CENTERS OF OHIO, INC.
RUSH TRUCK CENTERS OF KANSAS, INC.
RUSH TRUCK CENTERS OF MISSOURI, INC.
RUSH TRUCK CENTERS OF VIRGINIA, INC.
RUSH TRUCK CENTERS OF INDIANA, INC.
RUSH TRUCK CENTERS OF ILLINOIS, INC.
RUSH TRUCK CENTERS OF NEVADA, INC.
RUSH TRUCK CENTERS OF KENTUCKY, INC.
RIG TOUGH, INC.
LOS CUERNOS, INC.
AIRUSH, INC.
RUSH TRUCK LEASING, INC.
RUSH ADMINISTRATIVE SERVICES, INC.
RUSH TRUCK CENTERS OF PENNSYLVANIA, INC.
RUSH MEDIUM DUTY TRUCK CENTERS OF CALIFORNIA, INC.
RUSH TRUCK CENTERS OF NEBRASKA, INC.**

By: /s/ Steven L. Keller
Steven L. Keller
Assistant Secretary

Signature Page to Second Amendment to Credit Agreement

RUSH TRUCK CENTERS OF TEXAS, L.P.

By: Rushtex, Inc., a Delaware corporation

By: /s/ Steven L. Keller
Steven L. Keller
Assistant Secretary

Signature Page to Second Amendment to Credit Agreement

ADMINISTRATIVE AGENT AND LENDER:

WELLS FARGO BANK, N.A.

By: /s/ Kevin M. Davidson

Name: Kevin M. Davidson

Title: Director

Signature Page to Second Amendment to Credit Agreement