# 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): October 3, 2007

# **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) 626-5200

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):

o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

#### Item 1.01 Entry into a Material Definitive Agreement

On October 3, 2007, various wholly-owned subsidiaries of Rush Enterprises, Inc. (collectively, the "<u>Debtors</u>") and General Electric Capital Corporation (the "<u>Secured Party</u>") entered into a First Amendment to Amended and Restated Wholesale Security Agreement (the "<u>First Amendment</u>"), which modifies the Amended and Restated Wholesale Security Agreement (the "<u>WSA</u>"), dated August 15, 2007, by and among the Debtors and the Secured Party.

The First Amendment modifies the WSA by:

- (1) Establishing a procedure to follow when Debtors' prepayments made pursuant to Paragraph S.1 of the WSA exceed the maximum amount allowed pursuant to Paragraph S.8 of the WSA; in such case, Secured Party shall make an automatic working capital advance approximately equal to the difference between the maximum allowed prepayments and Debtors' actual prepayments; and
- (2) Adjusting the interest rate at which the Secured Party will credit the Debtors' account for prepayments to a rate equal to the Applicable Wholesale Rate, as defined in Rider A of the WSA, minus 35 basis points.

The foregoing description of the First Amendment is not complete and is qualified in its entirety by the actual terms the First Amendment, a copy of which is attached to this report as Exhibit 10.2 and incorporated herein by reference.

## Item 9.01 Financial Statements and Exhibits

#### (d) Exhibits

Exhibit No.	Document Description
10.1	Amended and Restated Wholesale Security Agreement, dated August 15, 2007, by and among Rush Truck Centers of Alabama, 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 Texas, L.P., Rush GMC Truck Center of El Paso, Inc., Rush GMC Truck Center of

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Phoenix, Inc., Rush GMC Truck Center of San Diego, Inc., Rush GMC Truck Center of Tucson, Inc. and General Electric Capital Corporation.

First Amendment to Amended and Restated Wholesale Security Agreement, dated October 3, 2007, by and among Rush Truck Centers of Alabama, 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 Texas, L.P., Rush GMC Truck Center of El Paso, Inc., Rush GMC Truck Center of Phoenix, Inc., Rush GMC Truck Center of San Diego, Inc., Rush GMC Truck Center of Tucson, Inc. and General Electric Capital Corporation.

\*Filed herewith

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### 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.

#### **RUSH ENTERPRISES, INC.**

By: /s/ Steven L. Keller

Steven L. Keller Vice President and Chief Financial Officer

Dated October 3, 2007

Exhibit No

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### EXHIBIT INDEX

**Document Description** 10.2 First Amendment to Amended and Restated Wholesale Security Agreement, dated October 3, 2007, by and among Rush Truck Centers of Alabama, 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 Texas, L.P., Rush GMC Truck Center of El Paso, Inc., Rush GMC Truck Center of Phoenix, Inc., Rush GMC Truck Center of San Diego, Inc., Rush GMC Truck Center of Tucson, Inc. and General Electric Capital Corporation.

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#### FIRST AMENDMENT

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#### AMENDED AND RESTATED WHOLESALE SECURITY AGREEMENT

This Amendment to Amended and Restated Wholesale Security Agreement dated August 15, 2007 (the "Security Agreement") by and between General Electric Capital Corporation ("Secured Party") and each of the below signed debtors (collectively the "Debtors") shall modify, be attached to and specifically incorporated into the Security Agreement.

- Prepayments Exceeding Maximum Allowed. Effective upon the date hereof, Secured Party and Debtors agree that notwithstanding anything to the contrary in Section S of the Security Agreement, if on the 8<sup>th</sup> and 20<sup>th</sup> day of each month, or the next Business Day thereafter, Debtor's prepayments made pursuant to Paragraph S.1 (the "Debtor's Current Prepayments") exceed the maximum amount allowed pursuant to Paragraph S.8 (the "Prepayment Cap") and the Debtors are otherwise eligible for a Working Capital Advance, Secured Party shall automatically make a Working Capital Advance to the Debtors equal to the difference between the amount of the Debtor's Current Prepayment Cap (such working Capital Advance shall be rounded up to the next million dollar increment).
- 2. **Modification of Paragraph S.4**. The penultimate sentence of Paragraph S.4 of the Security Agreement shall be replaced in its entirety with the following sentence:

"Accordingly, for purposes hereof, for each monthly billing period for which interest payments are due under this Agreement, Secured Party will credit the Debtors' monthly interest charges with an amount determined on a daily basis by multiplying the average daily prepayments less Working Capital Advances by the sum of the Applicable Wholesale Rate, as defined in Rider A, minus 35 basis points."

Except as expressly modified herein, all the terms and conditions in the Security Agreement shall remain in full force and effect.

#### **DEBTORS:**

Rush Medium Duty Truck Centers of Colorado, Inc. Rush Truck Centers of Alabama, Inc. Rush Truck Centers of Arizona, Inc. Rush Truck Centers of California, Inc. Rush Truck Centers of Colorado, Inc. Rush Truck Centers of Florida, 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 GMC Truck Center of El Paso, Inc. Rush GMC Truck Center of Phoenix, Inc. Rush GMC Truck Center of San Diego, Inc. Rush GMC Truck Center of Tucson, Inc.

By: /s/ W.M. "Rusty" Rush Name: W. M. "Rusty" Rush Title: President Date: October 3, 2007

[signatures continued on following page]

Rush Truck Centers of Texas, L.P., a Texas limited partnership

By: <u>RUSHTEX, INC., a Delaware corporation</u> <u>General Partner</u>

> By: /s/ W.M. "Rusty" Rush Name: Title: President Date: October 3, 2007

W. M. "Rusty" Rush

Agreed and Accepted at Irving, Texas

SECURED PARTY:

**General Electric Capital Corporation** 

By: /s/ C. Daniel Clark Name: C. Daniel Clark Title: President and General Manager Date: October 3, 2007

### **GUARANTOR CONSENT**

The undersigned Guarantor consents to the within Amendment to Amended and Restated Wholesale Security Agreement and agrees that it will not impair Guarantor's obligations to General Electric Capital Corporation.

### **GUARANTOR:**

Rush Enterprises, Inc.

By: /s/ W.M. "Rusty" Rush Name: W. M. "Rusty" Rush Title: President Date: October 3, 2007