

**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) **May 15, 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**

(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))

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

On May 15, 2007, various wholly-owned subsidiaries of Rush Enterprises, Inc. (collectively, the "Debtors"), 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. (the "GMC Dealers"), and General Electric Capital Corporation (the "Secured Party") entered into an Amendment to Wholesale Security Agreement (the "Amendment"), which amends the Wholesale Security Agreement (the "WSA"), dated September 20, 2005 by and among the Debtors and the Secured Party.

The Amendment adds the GMC Dealers as parties to the WSA and makes them subject to all of the terms and conditions of the WSA as if originally designated as a "Debtor" thereunder. Further, the amendment allows any future wholly-owned subsidiary of Rush Enterprises, Inc., or of any current or future Debtor, to become a "Debtor" under the WSA upon such subsidiary's agreement to be bound by the terms thereof, in a form acceptable to the Secured Party, all without further action or consent of any of the Debtors or the GMC Dealers.

The foregoing description of the Amendment is not complete and is qualified in its entirety by the actual terms of the Amendment, a copy of which is attached hereto as Exhibit 10.5 and incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits**

(d) Exhibits

<u>Exhibit No.</u>	<u>Document Description</u>
10.1	Wholesale Security Agreement, dated September 20, 2005, by and among General Electric Capital Corporation and 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 New Mexico, Inc., Rush Truck Centers of Oklahoma, Inc., Rush Truck Centers of Tennessee, Inc., and Rush Truck Centers of Texas, L.P. (Incorporated herein by reference to Exhibit 10.1 of the Company's Current Report on Form 8-K filed September 23, 2005).

10.2

Addendum to Wholesale Security Agreement, dated September 20, 2005, by and among General Electric Capital Corporation and 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 New Mexico, Inc., Rush Truck Centers of Oklahoma, Inc., Rush Truck Centers of Tennessee, Inc., and Rush Truck Centers of Texas, L.P. (Incorporated herein by reference to Exhibit 10.2 of the Company's Current Report on Form 8-K filed September 23, 2005).

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10.3

Agreement Amending the Wholesale Security Agreement and Conditionally the Sale of Collateral on a Delayed Payment Privilege Basis, dated September 20, 2005, by and among General Electric Capital Corporation and 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 New Mexico, Inc., Rush Truck Centers of Oklahoma, Inc., Rush Truck Centers of Tennessee, Inc., and Rush Truck Centers of Texas, L.P. (Incorporated herein by reference to Exhibit 10.3 of the Company's Current Report on Form 8-K filed September 23, 2005).

10.4

Second Amendment to Addendum to Wholesale Security Agreement, dated January 22, 2007, by and among General Electric Capital Corporation and 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 Georgia, Inc., Rush Truck Centers of New Mexico, Inc., Rush Truck Centers of Oklahoma, Inc., Rush Truck Centers of Tennessee, Inc., and Rush Truck Centers of Texas, L.P. (Incorporated herein by reference to Exhibit 10.4 of the Company's Current Report on Form 8-K filed January 23, 2007).

10.5\*

Amendment to Wholesale Security Agreement, dated May 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 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 May 18, 2007

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## EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Document Description</u>
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- 10.2 Addendum to Wholesale Security Agreement, dated September 20, 2005, by and among General Electric Capital Corporation and 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 New Mexico, Inc., Rush Truck Centers of Oklahoma, Inc., Rush Truck Centers of Tennessee, Inc., and Rush Truck Centers of Texas, L.P. (Incorporated herein by reference to Exhibit 10.2 of the Company's Current Report on Form 8-K filed September 23, 2005).
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January 23, 2007).

- 10.5\* Amendment to Wholesale Security Agreement, dated May 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 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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\* Filed herewith

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**AMENDMENT TO WHOLESALE SECURITY AGREEMENT**

This Amendment dated as of May 15, 2007 is by and between 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. (individually a "Debtor" and collectively the "Debtors"), 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. (the "GMC Dealers") and General Electric Capital Corporation ("Secured Party").

**Recitals**

- A. Debtors and Secured Party are parties to a Wholesale Security Agreement dated September 20, 2005 (together with all amendments and addenda thereto the "WSA").
- B. The GMC Dealers desire to become parties to the WSA and the parties hereto desire to add the GMC Dealers as parties thereto, together with any future wholly owned subsidiary of Rush Enterprises, Inc. ("REI") or any wholly owned subsidiary of any Debtor now or hereafter a party to the WSA.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- Amendment.** Each of the GMC Dealers is hereby added as a party to the WSA and are subject to all of the terms and conditions of the WSA as if originally designated as a "Debtor" thereunder. In addition, any wholly owned subsidiary of REI, or any wholly owned subsidiary of any Debtor now or hereafter a party to the WSA, may become a "Debtor" under the WSA upon its agreement to be bound by the terms thereof, in a form acceptable to Secured Party, all without further action or consent of any of the Debtors or GMC Dealers.
- Miscellaneous.** This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. No amendment, modification or discharge of this Amendment, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of the amendment, modification, discharge or waiver is sought.

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 GMC Truck Center of El Paso, Inc.

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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

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

By:         RUSHTEX, INC., a Delaware corporation          
        General Partner        

By:         /s/ W.M. "Rusty" Rush        

Name: W.M. "Rusty" Rush

Title: President

Agreed and Accepted at Irving, Texas

GENERAL ELECTRIC CAPITAL CORPORATION

By: /s/ Patti Williams

Name: Patti Williams

Title: Senior Vice President

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**GUARANTOR CONSENT**

The undersigned Guarantor hereby (i) consents to the foregoing Amendment to the Wholesale Security Agreement (“WSA”) and agrees that execution thereof shall not impair or otherwise affect any of its obligations and duties owed to Secured Party per the terms of its Continuing Guaranty dated September 20, 2005 (as amended the “Guaranty”) and (ii) agrees that the GMC Dealers shall be deemed a Company for all purposes under the terms of the Guaranty and (iii) agrees that any of its wholly owned subsidiaries, or any wholly owned subsidiary of any Debtor under the WSA, may become a “Debtor” under the above referenced WSA, and a Company subject to the Guaranty, upon such subsidiary’s agreement to be bound by the terms of the WSA, in a form acceptable to Secured Party, all without further action or consent of any of the Debtors subject to the WSA or the undersigned Guarantor.

**RUSH ENTERPRISES, INC.**

By: /s/ W.M. “Rusty” Rush

Name: **W.M. “Rusty” Rush**

Title: **President**

Witness: /s/ Irma Emory  
(signature)

Witness: Irma Emory  
(printed name)

Witness: /s/ Natasha Aguilar  
(signature)

Witness: Natasha Aguilar  
(printed name)