

**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): **June 13, 2025**

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 June 13, 2025, Rush Truck Centres of Canada Limited (“RTC-Canada”), a subsidiary of Rush Enterprises, Inc. (the “Company”), and the Company, as guarantor, entered into the Third Amendment to the Amended and Restated BMO Wholesale Financing and Security Agreement (the “Third Amendment”) with Bank of Montreal (“BMO”), which amended that certain Amended and Restated BMO Wholesale Financing and Security Agreement, dated as of July 15, 2022, among RTC-Canada, BMO and the Company, as guarantor (the “RTC-Canada Floor Plan Credit Agreement”), as amended.

Pursuant to the terms of the Third Amendment, the RTC-Canada Floor Plan Credit Agreement was amended to increase the total loan commitment from \$116.7 million CAD to \$171.7 million CAD.

The foregoing description of the Third Amendment is qualified in its entirety by reference to the full text of the Third 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

Exhibit No. Description

Exhibit 10.1 [Third Amendment to the Amended and Restated BMO Wholesale Financing and Security Agreement, dated as of June 13, 2025, by and among RTC-Canada and BMO.](#)

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: June 18, 2025

RUSH ENTERPRISES, INC.

By: /s/ Michael Goldstone

Michael Goldstone

Senior Vice President, General Counsel and
Corporate Secretary



**THIRD AMENDMENT TO THE
FIRST AMENDED AND RESTATED BMO WHOLESALE FINANCING AND
SECURITY AGREEMENT**

THIS THIRD AMENDMENT TO THE AMENDED AND RESTATED BMO WHOLESALE FINANCING AND SECURITY AGREEMENT (this "AMENDMENT") is made as of and with effect from the 13th day of June 2025, between **BANK OF MONTREAL** ("BMO"), as lender, **RUSH TRUCK CENTRES OF CANADA LIMITED** ("DEALER"), as borrower, and **RUSH ENTERPRISES, INC.**, as guarantor ("HOLDINGS").

CONTEXT OF AGREEMENT

BMO and DEALER are parties to that certain First Amended and Restated BMO Wholesale Financing and Security Agreement dated the 15th day of July 2022 (as amended by the First Amendment to the Amended and Restated BMO Wholesale Financing and Security Agreement dated as of the 1st day of June 2023, the Second Amendment to the Amended and Restated BMO Wholesale Financing and Security Agreement dated as of the 1st day of June 2024, and as further amended from time to time, the "Agreement") and HOLDINGS has guaranteed the obligations of the Borrower to BMO pursuant to the Amended and Restated Guaranty Agreement dated as of July 15, 2022 (the "Guaranty").

The parties hereto desire to amend the Agreement in certain respects on and subject to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, and intending to be legally bound, the parties hereto agree to amend the Agreement, without novation, as follows:

1. INTERPRETATION

- 1.1 Definitions** — In this Amendment, terms used and not otherwise defined herein have the meanings ascribed to them in the Agreement.
- 1.2 Headings** — The Headings and the Section titles are inserted for convenience of reference only and shall not affect the construction or interpretation of this Amendment.

2. AMENDMENT

- 2.1 Credit Commitment.** The definition for the term "Credit Commitment" included in Schedule A of the Agreement shall be deleted and replaced with the following text:

"means the commitment of BMO to make Discretionary, Revolving Demand Advances available to DEALER from time to time on a revolving basis up to the aggregate maximum principal amount of \$171,700,000 CAD, subject to any increases or reductions thereof pursuant to the terms of the Agreement."

- 2.2 Credit Limit.** The definition for the term "Credit Limit" included in Schedule A of the Agreement shall be deleted and replaced with the following text:

"means Advances in an aggregate principal amount at any one time outstanding not to exceed \$171,700,000 CAD subject to any increases or reductions thereof pursuant to the terms of the Agreement."

3. GENERAL

- 3.1 Effective Date** — This Amendment will take effect as of June 13, 2025, and will govern the relationship of the parties in respect to its subject matter on and after such date.
- 3.2 No Novation** — This Amendment is not intended to constitute, and does not constitute, a novation of the obligations and liabilities under the Agreement or the Existing Security (including the Liabilities) or to evidence payment of all or any portion of such obligations and liabilities. This Agreement shall not in any way release or impair the rights, duties, obligations, Liabilities (as defined in the Agreement) or Liens (as defined in the Agreement) created pursuant to the Existing Security or affect the relative priorities thereof, in each case to the extent in force and effect thereunder as of the Amendment Date and except as modified hereby or by documents, instruments and agreements executed and delivered in connection herewith and all of such rights, duties, Liabilities and Liens are assumed, ratified and affirmed by DEALER and GUARANTOR.
- 3.3 Binding Nature** — This Amendment will be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
- 3.4 Entire Agreement** — This Amendment sets forth the entire agreement of the parties with respect to the subject matter of the amendment set forth herein, and shall supersede any prior negotiations or agreements, whether written or oral, with respect thereto.
- 3.5 Governing Law** — This Amendment is and will be governed, construed and enforced in accordance with the laws of the Province of Ontario, without reference to conflict of laws principles. DEALER consents to the exclusive jurisdiction of the courts of the Province of Ontario for all purposes in connection with this Agreement.
- 3.6 Reliance; Counterparts** — Notwithstanding anything herein to the contrary, BMO may rely on any facsimile copy, electronic data transmission, or electronic data storage of this Amendment, which will be deemed an original, and the best evidence thereof for all purposes. This Agreement may be validly executed in one or more counterparts, each of which, when taken together, will constitute a single agreement binding upon all the parties hereto.

BANK OF MONTREAL

By: /s/ Paul DeMarchi

Name: Paul DeMarchi

Title: Managing Director

signature of authorized officer

RUSH TRUCK CENTRES OF CANADA LIMITED

RUSH ENTERPRISES, INC.

By: /s/ Kevin Tallman

Name: Kevin Tallman
Title: Chief Executive Officer
signature of authorized officer

By: /s/ Steven L. Keller

Name: Steven L. Keller
Title: Chief Financial Officer and Treasurer
signature of authorized officer