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): **August 4, 2026**

Rush Enterprises, Inc.
(Exact name of registrant as specified in its charter)

Texas	**0-20797**	**74-1733016**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

555 IH-35 South, Suite 500 **New Braunfels, Texas**	**78130**
(Address of principal executive offices)	(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
Class A Common Stock, par value $0.01 per share	RUSHA	Nasdaq Texas, LLC
Class B Common Stock, par value $0.01 per share	RUSHB	Nasdaq Texas, LLC

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.

Second Amendment to the BMO Revolving Lease and Rental Credit Agreement

Effective August 4, 2026, Rush Truck Centres of Canada Limited (“RTC-Canada”), a subsidiary of Rush Enterprises, Inc. (the “Company”), and the Company, as guarantor, entered into the Second Amendment to the BMO Revolving Lease and Rental Credit Agreement (the “Second BMO Revolving Lease and Rental Credit Agreement Amendment”) with Bank of Montreal (“BMO”), which amended that certain BMO Revolving Lease and Rental Credit Agreement, dated as of July 15, 2022, among RTC-Canada, BMO and the Company, as guarantor (the “BMO Revolving Lease and Rental Credit Agreement”), as amended.

Pursuant to the terms of the Second BMO Revolving Lease and Rental Credit Agreement Amendment, the BMO Revolving Lease and Rental Credit Agreement was amended to extend the expiration date to December 31, 2029, and to remove the $20.0 million CAD accordion feature, which RTC-Canada determined it does not need.

The foregoing description of the Second BMO Revolving Lease and Rental Credit Agreement Amendment is qualified in its entirety by reference to the full text of the Second BMO Revolving Lease and Rental Credit Agreement 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.

Fifth Amendment to the Amended and Restated BMO Wholesale Financing and Security Agreement

Effective August 4, 2026, RTC-Canada and the Company, as guarantor, entered into the Fifth Amendment to the Amended and Restated BMO Wholesale Financing and Security Agreement (the "Fifth Amendment") with 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 Fifth Amendment, the RTC-Canada Floor Plan Credit Agreement was amended to extend the expiration date to December 31, 2029.

The foregoing description of the Fifth Amendment is qualified in its entirety by reference to the full text of the Fifth Amendment, which is attached as Exhibit 10.2 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	Second Amendment to the BMO Lease and Rental Credit Agreement, dated as of August 5, 2026, by and among RTC-Canada, the Company and BMO.
Exhibit 10.2	Fifth Amendment to the Amended and Restated BMO Wholesale Financing and Security Agreement, dated as of August 4, 2026, by and among RTC-Canada, the Company 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.

RUSH ENTERPRISES, INC.

Dated: August 5, 2026

By: /s/ Michael Goldstone
Michael Goldstone
Senior Vice President, General Counsel and Corporate Secretary

SECOND AMENDMENT TO THE
BMO REVOLVING LEASE AND RENTAL CREDIT AGREEMENT

THIS SECOND AMENDMENT TO THE BMO LEASE AND RENTAL CREDIT AGREEMENT (this "**AMENDMENT**") is made as of and with effect from the 4th day of August 2026, between **BANK OF MONTREAL** ("**BMO**"), as lender, **RUSH TRUCK CENTRES OF CANADA LIMITED** ("**Borrower**"), as borrower, and **RUSH ENTERPRISES, INC.**, as guarantor (" **Holdings**").

CONTEXT OF AGREEMENT

BMO and Borrower are parties to that certain BMO Revolving Lease and Rental Credit Agreement dated the 31ST day of May 2022 (as amended by the First Amendment to the Amended and Restated BMO Revolving Lease and Rental Credit 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 (and its subsidiaries) 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 **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. AMENDMENTS

2.1 **Accordion** – The Accordion set out in Section 2.2 of the Agreement shall be deleted and replaced with the following:

> **"2.2** [Intentionally Deleted]."

2.2 **Accordion Notice** – The definition of "Accordion shall be deleted in its entirety.

2.3 **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:

> **"Credit Commitment** means the obligation of BMO to make Advances in an aggregate principal or face amount at any one time outstanding not to exceed $120,000,000 CAD."

2.4 **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:

> **"Credit Limit** means the lesser of (a) the Credit Borrowing Base as set forth in the most recent Credit Borrowing Base Certificate; and (b) $120,000,000 CAD."

2.5 **Schedule A - Definitions**. The definition of the term "Scheduled Termination Date" included in Schedule A of the Agreement shall be deleted and replaced with the following text:

> **"Credit Termination Date** – means December 31, 2029, or such earlier date on which this Credit Facility is terminated in whole pursuant to Section 8.2."

2.6 **Conditions to Effectiveness** – Notwithstanding any other provision of this Amendment and without affecting in any manner the rights of BMO hereunder, it is understood and agreed that this Amendment shall not become effective until BMO has received a duly executed signature page to this Amendment from the Borrower, and BMO has executed this Amendment.

2.7 **Agreement and Existing Security; Continued Effectiveness** – As amended hereby, all terms of the Agreement and the Existing Security shall be and remain in full force and effect and shall constitute the legal, valid, binding and enforceable obligations of the Borrower. To the extent any terms and conditions in any of the Existing Security shall contradict or conflict with any terms or conditions of the Agreement, after giving effect to this Amendment, such terms and conditions are hereby deemed modified and amended accordingly to reflect the terms and conditions of the Agreement as modified and amended hereby.

2.8 **Reaffirmation of Guaranty and Consent of Guarantor** – Holdings hereby (a) consents to the execution and deliver by Borrower of this Amendment and the consummation of the transactions described herein; (b) agrees that the execution hereof shall not impair or otherwise affect any of its obligations and duties owned to BMO under the Guaranty; (c) ratifies and confirms the terms of its guarantee of all Liabilities with respect to the indebtedness now or hereafter outstanding under the Agreement, as amended, and Guaranteed Obligations under the Guaranty; and (d) acknowledges and agrees that, notwithstanding anything to the contrary contained herein or in any other document evidencing indebtedness of Borrower to BMO or any other obligation of Borrower, or any actions now or hereafter taken by BMO with respect to any obligation of Borrower, the guaranty of Holdings of all Liabilities and Guaranteed Obligations (i) is and shall continue to be a primary obligation of Holdings, (ii) is and shall continue to be an absolute, unconditional, continuing and irrevocable guaranty of payment, (iii) is and shall continue to be in full force and effect in accordance with its terms; and (iv) nothing contained herein shall release, discharge, modify, change or affect the original liability of Holdings with respect to the Liabilities or Guaranteed Obligations, as they may be amended hereby.

2.9 **Effect of the Amendment**. Except as expressly set forth herein, all terms of the Agreement, the Guaranty and the Existing Security shall be and remain in full force and effect and shall constitute the legal, valid, binding and enforceable obligations of Holdings and Borrower to BMO. The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of BMO under the Agreement, nor constitute a waiver of any provision of the Agreement or the Existing Security.

2.10 **References** – This Amendment amends the Agreement and all references to the Existing Wholesale Financing Agreement or to the Agreement in any of the Existing Security (including in any waiver or consent) shall be deemed to refer to the Agreement as amended hereby.

3. GENERAL

3.1 **Effective Date –** This Amendment will take effect as of the date first above written 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 Borrower and Holdings.

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. Borrower 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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

RUSH TRUCK CENTRES OF CANADA LIMITED	**RUSH ENTERPRISES, INC.**
By: /s/ Kevin Tallman	By: /s/ Steven L. Keller
Name: Kevin Tallman Title: Chief Executive Officer signature of authorized officer	Name: Steven L. Keller Title: Chief Financial Officer and Treasurer signature of authorized officer

[SIGNATURE PAGE OF SECOND AMENDMENT TO
THE BMO REVOLVING LEASE AND RENTAL CREDIT AGREEMENT]

Exhibit 10.2

FIFTH AMENDMENT TO THE

FIRST AMENDED AND RESTATED BMO WHOLESALE FINANCING AND SECURITY AGREEMENT

THIS FIFTH AMENDMENT TO THE AMENDED AND RESTATED BMO WHOLESALE FINANCING AND SECURITY AGREEMENT (this "**AMENDMENT**") is made as of and with effect from the 4th day of Augustly 2026, 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, the Third Amendment to the Amended and Restated BMO Wholesale Financing and Security Agreement dated as of the 13th day of June, 2025, the Fourth Amendment to the Amended and Restated BMO Wholesale Financing and Security Agreement dated as of the 15th day of June, 2026, 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 Schedule A – Definitions. The definition for the term "Scheduled Termination Date" included in Schedule A of the Agreement shall be deleted and replaced with the following text:

> **Scheduled Termination Date** – means December 31, 2029, or such earlier date on which this Credit Facility is terminated in whole pursuant to Section 8.

3. GENERAL

3.1 **Effective Date** – This Amendment will take effect as of the date first above written, 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

RUSH TRUCK CENTRES OF CANADA LIMITED

By: /s/ Kevin Tallman

Name: Kevin Tallman
Title: Chief Executive Officer

RUSH ENTERPRISES, INC.

By: /s/ Steven L. Keller

Name: Steven L. Keller
Title: Chief Financial Officer and Treasurer