
**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): 08/09/2012

H&E Equipment Services, Inc.

(Exact name of registrant as specified in its charter)

Commission File Number: 000-51759

Delaware
(State or other jurisdiction
of incorporation)

81-0553291
(IRS Employer
Identification No.)

11100 Mead Road, Suite 200
Baton Rouge, LA 70816
(Address of principal executive offices, including zip code)

(225) 298-5200
(Registrant's telephone number, including area code)

(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:

- 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.

Amendment to Credit Agreement

On August 9, 2012, H&E Equipment Services, Inc. (the "Company") entered into an amendment (the "Amendment") to its Credit Agreement which replaced the amendment entered into on August 6, 2012 as described in a Form 8-K filed with the Securities and Exchange Commission on August 8, 2012. The sole purpose of the Amendment is to increase the maximum permitted offering of Notes (as defined below) from \$480 million to \$530 million.

The foregoing summary of the Amendment does not purport to be complete and is qualified in its entirety by the full text of the Amendment, which is attached hereto as Exhibit 10.1 and is incorporated by reference.

Purchase Agreement

On August 10, 2012, the Company entered into a Purchase Agreement (the "Purchase Agreement"), by and among the Company, certain subsidiary guarantors (the "Guarantors"), Deutsche Bank Securities Inc., Credit Suisse Securities (USA) LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated (collectively, the "Initial Purchasers") pursuant to which the Company agreed to issue and sell to the Initial Purchasers and the Initial Purchasers agreed to purchase, subject to the satisfaction of customary closing conditions, \$530,000,000 aggregate principal amount of the Company's 7% senior notes due 2022 (the "Notes"). The sale of the Notes is expected to close on August 20, 2012.

Item 7.01 Regulation FD Disclosure

On August 10, 2012, the Company issued a press release announcing the pricing of the Notes, a copy of which is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Certain Information

Attached as Exhibit 99.2 hereto are selected portions of information from a pricing supplement that the Company expects to disclose to investors in connection with the pricing of the Notes.

The information in Exhibit 99.2 is being furnished pursuant to Item 7.01 and shall not be deemed to be "filed" for purposes of Section 18 of the Securities Exchange Act of 1934 (the "Exchange Act") or otherwise subject to the liabilities of that section, nor shall it be deemed to be incorporated by reference in any filing under the Securities Act of 1933 or the Exchange Act.

Forward-Looking Statements

Certain statements contained herein are "forward-looking statements" within the meaning of the federal securities laws. Statements that are not historical facts, including statements about our beliefs and expectations are forward-looking statements. Statements containing the words "may", "could", "would", "should", "believe", "expect", "anticipate", "plan", "estimate", "target", "project", "intend" and similar expressions constitute forward-looking statements. Forward-looking statements involve known and unknown risks and uncertainties, which could cause actual results to differ materially from those contained in any forward-looking statement. Such factors include, but are not limited to, the following: (1) the satisfaction of the conditions to the purchase of the Notes contained in the Purchase Agreement, which would include, among other things, the absence of a material adverse change in the Company's businesses, properties or results of operations and the absence of a material change in the financial markets of the United States; and (2) other factors discussed in our public filings, including the risk factors included in the Company's most recent Annual Report on Form 10-K and Quarterly Report on Form 10-Q. Investors, potential investors and other readers are urged to consider these factors carefully in evaluating the forward-looking statements and are cautioned not to place undue reliance on such forward-looking statements. Except as required by applicable law, including the securities laws of the United States and the rules and regulations of the SEC, we are under no obligation to publicly update or revise any forward-looking statements after the date hereof.

Item 9.01. Financial Statements and Exhibits

10.1 Amendment No. 2, dated August 9, 2012, to the Third Amended and Restated Credit Agreement by and among the Company, Great Northern Equipment, Inc., and H&E Equipment Services (California), LLC (collectively, the borrowers), General Electric Capital Corporation, as agent for the lenders, Bank of America, N.A., as co-syndication agent and documentation agent, and Wells Fargo Capital Finance, LLC, as co-syndication agent, and the lenders from time to time party thereto.

99.1 Press Release, dated August 10, 2012.

99.2 Selected portions of information from a pricing supplement that the Company expects to disclose to investors in connection with the pricing of its Notes.

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.

H&E Equipment Services, Inc.

Date: August 10, 2012

By: /s/ Leslie S. Magee

Leslie S. Magee
Chief Financial Officer

AMENDMENT NO. 2

This AMENDMENT NO. 2 (this "Amendment") to the Third Amended and Restated Credit Agreement, dated as of July 29, 2010 (as amended by Amendment No. 1, dated as of February 29, 2012 (the "Original Credit Agreement"), and the Original Credit Agreement is amended hereby and further amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), by and among H&E EQUIPMENT SERVICES, INC., a Delaware corporation ("H&E Delaware"), GREAT NORTHERN EQUIPMENT, INC., a Montana corporation ("Great Northern"), H&E EQUIPMENT SERVICES (CALIFORNIA), LLC, a Delaware limited liability company ("H&E California" and, together with H&E Delaware and Great Northern, each, a "Borrower" and, collectively, the "Borrowers"), the other Credit Parties named therein, the Lenders named therein, GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, as Agent, BANK OF AMERICA, N.A., as Co-Syndication Agent and Documentation Agent, and WELLS FARGO CAPITAL FINANCE, LLC, as Co-Syndication Agent, is entered into as of August 9, 2012 by and among the Borrowers, the Lenders signatory hereto and the Agent. Unless otherwise provided, all capitalized terms used herein shall have the meanings ascribed thereto in the Credit Agreement.

RECITALS:

WHEREAS, the Borrowers have requested that the Lenders amend the Credit Agreement in the manner set forth below; and

WHEREAS, the Lenders signatory hereto (which constitute the Requisite Lenders under the Credit Agreement) are willing to agree to such request, but only on the terms and conditions set forth in this Amendment.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, and subject to the terms and conditions hereof, the Borrowers, the Lenders whose signatures appear below and the Agent agree as follows:

Section 1.

AMENDMENTS

Subject to the satisfaction of the conditions to effectiveness referred to in Section 2 hereof, the Original Credit Agreement is hereby amended as follows:

(a) Subsection 1.9(a) of the Original Credit Agreement is amended and restated in its entirety to read as follows:

“(a) The Borrowers shall pay to GE Capital, individually, the Fees specified in that certain Amendment No. 2 Fee Letter, dated as of August 9, 2012, between H&E Delaware and GE Capital (as amended, modified, restated, superseded or replaced from time to time, the “**GE Capital Fee Letter**”), at the times specified for payment therein, which shall include the annual Administrative Agent’s fee, which will be due and payable on the Closing Date (but only to the extent provided in the GE Capital Fee Letter) and on each anniversary thereof.”

(b) Subsection 1.18(d) of the Original Credit Agreement is amended and restated in its entirety to read as follows:

“(d) The increase of the Incremental Revolving Loan Commitments will be subject to the satisfaction of the following conditions precedent: (i) after giving pro forma effect to all Revolving Loans that could be incurred under Incremental Revolving Loan Commitments, no Default or Event of Default shall have occurred and be continuing, (ii) execution of the amendment hereto referenced in clause (c) above by the Agent, the Lenders providing the Incremental Revolving Loan Commitments and the Credit Parties, (iii) delivery to the Agent of a certificate of the Secretary or an Assistant Secretary of each Credit Party, in form and substance satisfactory to the Agent, certifying the resolutions of such Person’s board of directors (or equivalent governing body) approving and authorizing the Incremental Revolving Loan Commitments (if not previously delivered to the Agent), and certifying that none of the organizational documents of such Credit Party delivered to the Agent prior thereto have been modified or altered in any way (or, if modifications have occurred, certifying new copies of such organizational documents), (iv) delivery to the Agent of an opinion of counsel to the Credit Parties in form and substance and from counsel reasonably satisfactory to the Agent, addressed to the Agent and the Lenders providing the Incremental Revolving Loan Commitments and covering such matters as the Agent may reasonably request and (v) receipt by the Agent of such new Notes, reaffirmations of guaranties, security agreements and pledge agreements as the Agent may reasonably request, together with amendments to all mortgages reflecting that the Revolving Loans and Letters of Credit extended pursuant to the Incremental Revolving Loan Commitments are secured *pari passu* with the Revolving Loan and such endorsements to title policies or additional title searches as the Agent may reasonably request.”

(c) Section 1.18 of the Original Credit Agreement is amended by (i) re-lettering subsection 1.18(e) as subsection 1.18(f) and (ii) adding a new subsection 1.18(e) to read as follows:

“(e) Following the effectiveness of any amendment implementing Incremental Revolving Loan Commitments, (i) the Agent is authorized to re-allocate outstanding amounts of the Revolving Credit Advances by requiring any Lender to provide funds pursuant to (but not in excess of, together with such Lender’s share, if any, of the Revolving Loan) such Lender’s Revolving Loan Commitment (including any Incremental Revolving Loan Commitment of such Lender), which funds so provided shall be deemed to be Revolving Credit Advances for all purposes of this Agreement, and to remit such funds to other Revolving Lenders, which shall be deemed to be repayments of Revolving Credit Advances for all purposes of this Agreement, in any case, such that the amounts of outstanding Revolving Credit Advances of all Lenders (after giving effect to the effectiveness of the applicable amendment under subsection 1.18(c) implementing the Incremental Revolving Loan Commitments and the joinder of the Additional Revolving Lenders to this Agreement) shall be pro rata in accordance with the Revolving Loan Commitments after giving effect to the Incremental Revolving Loan Commitments, and each Revolving Lender agrees to provide such funds on the Business Day of such request (if such request is made on or prior to noon (Chicago time)) or on the immediately following Business Day (if such request is made after noon (Chicago time)), and the Borrowers consent to the foregoing re-allocations, and (ii) each Lender, at the request of the Agent, shall acknowledge that its Pro Rata Share of participations in Letters of Credit that are outstanding as of the time of the increase in the Revolving Loan Commitments pursuant to this Section 1.18 shall be in accordance with the Revolving Loan Commitments after giving effect to the increase to the Revolving Loan Commitments under this Section 1.18, and any Lender failing to respond to a request for such acknowledgement within five (5) days shall be deemed to have provided such acknowledgement.”

(d) Section 3.8 of the Original Credit Agreement is amended by (i) substituting for the phrase “Senior Unsecured Note Indenture” appearing therein, the phrase “Permitted Senior Unsecured Note Indenture” and (ii) substituting for the phrase “Senior Unsecured Notes” appearing therein, the phrase “Permitted Senior Unsecured Notes”.

(e) Section 3.25 of the Original Credit Agreement is amended and restated in its entirety to read as follows:

“The amount of Permitted Debt that may be incurred under (and as such term is defined in) the Senior Unsecured Note Indenture pursuant to Section 4.09(b)(1) of the Senior Unsecured Note Indenture is \$350,000,000. The amount of “Permitted Debt” that may be incurred under clause (1) of the definition of “Permitted Debt” in the Permitted Refinancing Senior Unsecured Note Indenture will be, upon execution and delivery thereof, at least \$450,000,000. No Net Proceeds of any Asset Sales have been applied to repay any term Indebtedness or revolving credit Indebtedness under a Credit Facility (and in the case of revolving credit Indebtedness, effecting a corresponding commitment reduction thereunder). As used in this Section 3.25, the defined terms “Credit Facility”, “Net Proceeds”, “Asset Sale” and “Indebtedness” shall have the meanings provided in the Permitted Senior Unsecured Note Indenture.”

(f) Section 6.2 of the Original Credit Agreement is amended by substituting for the phrase “Senior Unsecured Notes” each time such phrase appears therein, the phrase “Permitted Senior Unsecured Notes”.

(g) Subsection 6.3(a)(vii) of the Original Credit Agreement is amended and restated in its entirety to read as follows:

“(vii) (x) Until the consummation of the Permitted Notes Refinancing, Permitted Senior Unsecured Notes of H&E Delaware not exceeding \$250,000,000 in aggregate principal amount evidenced by Senior Unsecured Notes (less all payments of principal and repurchases and redemptions thereof) and (y) from and after the consummation of the Permitted Notes Refinancing, Permitted Refinancing Senior Unsecured Notes not exceeding in aggregate original principal amount the Permitted Notes Amount (less all payments of principal and repurchases and redemptions thereof).”

(h) Subsection 6.3(b) of the Original Credit Agreement is amended and restated in its entirety to read as follows:

“No Credit Party shall, directly or indirectly, voluntarily purchase, redeem, defease or prepay any principal of, premium, if any, interest or other amount payable in respect of any Indebtedness of a Credit Party, other than (i) the Obligations, (ii) Indebtedness secured by a Permitted Encumbrance if the asset securing such Indebtedness has been sold or otherwise disposed of in accordance with Sections 6.8(b) or (c), (iii) Indebtedness permitted by subsection 6.3(a)(v) upon any refinancing thereof in accordance with subsection 6.3(a)(v), and (iv) Indebtedness constituting Permitted Senior Unsecured Notes.”

(i) Section 6.14 of the Original Credit Agreement is amended by (i) deleting the word “and” appearing at the end of subsection 6.14(e); (ii) replacing “.” at the end of subsection 6.14(f) with “;”; and (iii) adding the following subsections 6.14(g) and 6.14(h) thereafter:

- “(g) a one-time dividend by H&E Delaware in the maximum aggregate amount of the lesser of (x) \$250,000,000 and (y) (1) \$250,000,000 less (2) the amount by which \$400,000,000 exceeds the aggregate principal amount of Permitted Refinancing Senior Unsecured Notes issued prior to the payment of such dividend; such dividend to be permitted to be paid so long as (A) such dividend is paid on or after the Amendment No. 2 Effective Date (but not later than the date that is ninety (90) days after the Amendment No. 2 Effective Date) and after the issuance of at least \$350,000,000 in the aggregate of Permitted Refinancing Senior Unsecured Notes, (B) immediately after giving effect to the payment of such dividend and all Revolving Credit Advances made in connection therewith, Borrowing Availability shall be no less than \$225,000,000, (C) the Agent shall have received a non-reliance copy of a solvency opinion delivered to the Board of Directors of H&E Delaware to the effect that H&E Delaware is Solvent after giving effect to the payment of such dividend, the incurrence of the Permitted Refinancing Senior Unsecured Notes, any Revolving Credit Advances and the application of proceeds thereof and (D) the Agent shall have received a certificate, in form and substance reasonably satisfactory to the Agent, from an Authorized Officer that the payment of such dividend complies with all applicable laws; and
- (h) repayments of Senior Unsecured Notes as part of the Permitted Notes Refinancing.”
- (j) Section 6.18 of the Original Credit Agreement is amended and restated in its entirety to read as follows:
- “(a) No Credit Party shall change or amend the terms of the Permitted Senior Unsecured Note Indenture or Permitted Senior Unsecured Notes or any Subordinated Debt, in each case, without the prior written consent of the Requisite Lenders.
- (b) No Credit Party shall designate any credit agreement, credit facility, documents, agreement or indebtedness as a “Credit Facility” under and as such term is defined in the Permitted Senior Unsecured Note Indenture, as originally in effect, other than, in each case, this Agreement. The Borrowers hereby designate this Agreement and the credit facilities now or hereafter created hereunder as a “Credit Facility” under and as such term is defined in the Permitted Senior Unsecured Note Indenture.
- (c) No Credit Party shall incur any Indebtedness pursuant to clause (1) or clause (16) of Section 4.09(b) of the Senior Unsecured Note Indenture other than Indebtedness incurred under this Agreement, and no Credit Party shall incur any Indebtedness pursuant to clause (1) or clause (18) of the definition of “Permitted Debt” in the Permitted Refinancing Senior Unsecured Note Indenture other than Indebtedness incurred under this Agreement.”
- (k) Section 6.20 of the Original Credit Agreement is amended and restated in its entirety to read as follows:
- “None of H&E Finance or GNE Investments shall engage in any trade or business, or own any assets (other than Stock of its Subsidiaries) or incur any Indebtedness or Guaranteed Indebtedness (other than the Obligations); *provided* that (i) H&E Finance may consummate the transactions contemplated by the Permitted Senior Unsecured Note Indenture and (ii) GNE Investments may provide the guaranty of the Permitted Senior Unsecured Notes as provided for in the Permitted Senior Unsecured Note Indenture.”

(l) Exhibit 1.1(a)(i) to the Original Credit Agreement is amended by (i) deleting “under Section 4.09 of the Senior Unsecured Note Indenture” and (ii) replacing it with “by clause (1) of the definition of “Permitted Debt” in the Permitted Senior Unsecured Note Indenture”.

(m) A new Exhibit E is hereby added to the Credit Agreement in the form attached hereto as Exhibit E.

(n) Annex A of the Original Credit Agreement is amended by adding the following new definitions in their proper alphabetical places:

“**Amendment No. 2**’ means Amendment No. 2, dated as of August 9, 2012, among the Borrowers, the Lenders signatory thereto and the Agent.”

“**Amendment No. 2 Effective Date**’ means the Effective Date, as such term is defined in Amendment No. 2.”

“**Description of Notes**’ means the Description of Notes in the form attached hereto as Exhibit E.

“**Permitted Notes Amount**’ has the meaning assigned to it in the definition of ‘Permitted Notes Refinancing.’”

“**Permitted Notes Refinancing**’ means the refinancing on one occasion on or prior to the date that is ninety (90) days after the Amendment No. 2 Effective Date by H&E Delaware (and those Credit Parties that are obligors in accordance with this Agreement in respect of the Senior Unsecured Notes) pursuant to a refinancing that permanently retires the Senior Unsecured Notes; *provided* that each of the following conditions are satisfied:

(a) the aggregate principal amount of the Indebtedness incurred in connection with such Permitted Notes Refinancing shall be no less than \$200,000,000 and no greater than \$530,000,000 (such amount, the “**Permitted Notes Amount**”);

(b) such Indebtedness shall be substantially on the terms described in the Description of Notes, and in any event shall provide for (i) no amortization prior to the date six months following the Commitment Termination Date and (ii) a final scheduled maturity date that is not prior to the date six months following the Commitment Termination Date;

(c) the Indebtedness incurred in connection with such refinancing shall be unsecured; and

(d) the Permitted Refinancing Senior Unsecured Notes, the Indebtedness thereunder incurred in connection with such refinancing and the retirement of the Senior Unsecured Notes in connection with such refinancing (i) do not contravene any provision of such Credit Party’s certificate of formation, operating agreement, charter or bylaws, as applicable; (ii) do not violate any law or regulation, or any order or decree of any court or Governmental Authority where such violations individually or in the aggregate could reasonably be expected to have a Material Adverse Effect; (iii) do not conflict with or result in the breach or termination of, constitute a default under or accelerate or permit the acceleration of any performance required by, any indenture, mortgage, deed of trust, lease, agreement or other instrument to which such Credit Party is a party or by which such Credit Party or any of its property is bound that alone or in the aggregate could reasonably be expected to have a Material Adverse Effect; (iv) do not result in the creation or imposition of any Lien upon any of the property of such Credit Party; and (v) do not require the consent or approval of any Governmental Authority or any other Person (other

than the Requisite Lenders), except any such consent or approval as has been obtained or where failure to obtain such consent or approval would not reasonably be expected to have a Material Adverse Effect, and the Agent shall have received a certificate (in form and substance reasonably satisfactory to the Agent) of an Authorized Officer to such effect.”

“**Permitted Refinancing Senior Unsecured Note Indenture**’ means the Indenture, in a form consistent with the Description of Notes and otherwise reasonably satisfactory to the Agent, pursuant to which the Permitted Refinancing Unsecured Notes are issued, as such Indenture may be amended, modified or supplemented from time to time in accordance with its terms and the terms hereof.”

“**Permitted Refinancing Senior Unsecured Notes**’ means senior unsecured notes substantially on the terms of the Description of Notes in the aggregate original principal amount not exceeding the Permitted Notes Amount, issued by H&E Delaware pursuant to the Permitted Notes Refinancing, together with any amendments, modifications, supplements, replacements or substitutions thereof made or issued in accordance with the terms of the Permitted Refinancing Senior Unsecured Note Indenture and this Agreement.”

“**Permitted Senior Unsecured Note Indenture**’ means (i) until the consummation of the Permitted Notes Refinancing, the Senior Unsecured Note Indenture and (ii) from and after the consummation of the Permitted Notes Refinancing, the Permitted Refinancing Senior Unsecured Note Indenture.”

“**Permitted Senior Unsecured Notes**’ means (i) until the consummation of the Permitted Notes Refinancing, the Senior Unsecured Notes and (ii) from and after the consummation of the Permitted Notes Refinancing, the Permitted Refinancing Senior Unsecured Notes.”

(o) Annex A of the Original Credit Agreement is amended:

(i) by deleting clause (iv) of the definition of “Change of Control” therefrom and substituting in its place the following revised clause (iv):

“(iv) a “Change of Control” as such term or any similar term is defined in the Permitted Senior Unsecured Note Indenture or any agreement governing any Subordinated Debt having an original principal amount in excess of \$2,000,000”

(ii) by deleting clause (d) of the definition of “Commitment Termination Date” therefrom and substituting in its place the following revised clause (d):

“(d) only in the event that at such time the Permitted Senior Unsecured Notes remain outstanding, the date that is six (6) months prior to the scheduled maturity of the Permitted Senior Unsecured Notes (giving effect to any extension thereof entered into after the Amendment No. 1 Effective Date)”

(iii) by deleting the definition of “Indenture Debt” therefrom and substituting in its place the following revised definition:

“**Indenture Debt**” means Indebtedness under the Permitted Senior Unsecured Notes or the Permitted Senior Unsecured Note Indenture.”

(iv) by deleting the definition of “Permitted Notes Refinancing Indebtedness” therefrom;

(v) by deleting clause (h) of the definition of "Restricted Payment" therefrom and substituting in its place the following revised clause (h):
"(h) any optional payment or prepayment of principal of the Permitted Senior Unsecured Notes, any payment of a premium or prepayment of interest, fees or other charges on or with respect to the Permitted Senior Unsecured Notes, and any redemption, purchase, retirement, defeasance, subleasing fund or similar optional payment with respect to the Permitted Senior Unsecured Notes"

(vi) by deleting the definition of "Subordinated Debt" therefrom and substituting in its place the following revised definition:

"**Subordinated Debt**" means Indebtedness of any Borrower upon terms, and subordinated to the Obligations as to right and time of payment and as to any other rights and remedies thereunder, in a manner and form satisfactory to the Agent and the Lenders in their sole discretion. For the avoidance of doubt, "Subordinated Debt" shall not include the Permitted Senior Unsecured Notes.

(p) Annex E of the Credit Agreement is amended by deleting clause (h) thereof and substituting in its place the following revised clause (h):

"(h) Subordinated Debt, Permitted Senior Unsecured Notes and Equity Notices

To the Agent, as soon as practicable, copies of all material written notices given or received by any Credit Party with respect to any Subordinated Debt with an original principal amount in excess of \$2,000,000, the Permitted Senior Unsecured Notes or Stock of such Credit Party, and, within two (2) Business Days after such Credit Party obtains knowledge of any matured or unmatured event of default with respect to any Subordinated Debt with an original principal amount in excess of \$2,000,000 or the Permitted Senior Unsecured Notes, notice of such event of default."

Section 2.

CONDITIONS TO EFFECTIVENESS

The amendments provided in Section 1 hereof shall become effective at the date and time (the "Effective Date"), which must be on or before September 14, 2012, that:

(a) the Agent shall have received one or more counterparts of (i) this Amendment, executed and delivered by the Borrowers, the Requisite Lenders and the Agent, (ii) the Consent and Reaffirmation in the form of Exhibit I attached hereto, executed and delivered by the Guarantors, and (iii) the Amendment No. 2 Fee Letter, dated as of the date hereof, between the Borrower Representative and the Agent, executed and delivered by the Borrower Representative and the Agent;

(b) the Agent shall have received in immediately available funds and without offset or deduction of any kind for the pro rata benefit of each Lender signatory hereto a non-refundable amendment fee in an amount equal to 0.10% of such Lender's Revolving Loan Commitment to the Agent for the pro rata benefit of each such Lender (which fees were fully earned and paid on August 8, 2012);

(c) (i) the Agent shall have received Amendment No. 3 to the Credit Agreement in the form of Exhibit II attached hereto ("Amendment No. 3"), executed and delivered by the Borrowers, the Agent and the Incremental Lenders (as defined therein) and (ii) the other documents, instruments and agreements required to be provided in connection therewith pursuant to Section 2 thereof; and

(d) there shall be no continuing Default or Event of Default (after giving effect to the amendments contemplated by this Amendment), and the representations and warranties of the Borrowers contained in this Amendment shall be true and correct in all material respects.

Section 3.

LIMITATION ON SCOPE

Except as expressly provided herein, the Loan Documents shall remain in full force and effect in accordance with their respective terms. The amendments set forth herein shall be limited precisely as provided for herein and shall not be deemed to be amendments or waivers of or consents to or modifications of any term or provision of the Loan Documents or any other document or instrument referred to therein or of any transaction or further or future action on the part of any Credit Party requiring the consent of the Agent or the Lenders except to the extent specifically provided for herein. The Agent and the Lenders have not and shall not be deemed to have waived any of their respective rights and remedies against any Credit Party for any existing or future Defaults or Events of Default.

Section 4.

MISCELLANEOUS

(a) Each Borrower hereby represents and warrants as follows:

- (i) this Amendment has been duly authorized and executed by such Borrower and is the legal, valid and binding obligation of such Borrower, enforceable in accordance with its terms, except as (1) such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting the rights of creditors in general and (2) the availability of equitable remedies may be limited by equitable principles of general applicability; and
- (ii) such Borrower repeats and restates the representations and warranties of such Borrower contained in the Credit Agreement as of the Effective Date, except to the extent such representations and warranties relate to a specific date; provided that references to the "Credit Agreement" or "this Agreement" in such representations and warranties shall be deemed to be references to the Credit Agreement as amended pursuant to this Amendment, and to the extent that it shall have become effective, Amendment No. 3.

(b) This Amendment is being delivered in the State of New York.

(c) Each Borrower ratifies and confirms that all Loan Documents remain in full force and effect notwithstanding the execution and delivery of this Amendment and that nothing contained in this Amendment shall constitute a defense to the enforcement of any Loan Document.

(d) This Amendment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute but one and the same instrument.

(e) This Amendment is a "Loan Document" and each of the following provisions of the Credit Agreement is hereby incorporated herein by this reference with the same effect as though set forth in its entirety herein, *mutatis mutandis*, and as if "this Agreement" in any such provision read "this Amendment": Section 11.6 (Severability), Section 11.9 (Governing Law), Section 11.10 (Notices),

Section 11.11 (Electronic Transmissions), Section 11.12 (Section Titles), Section 11.14 (Waiver of Jury Trial), Section 11.17 (Advice of Counsel) and Section 11.18 (No Strict Construction).

(f) The Requisite Lenders hereby agree that Deutsche Bank Trust Company of Americas is a Qualified Assignee.

(g) This Amendment No. 2 supersedes and replaces Amendment No. 2, dated August 6, 2012, to the Original Credit Agreement that was executed and delivered by and among the Borrowers, the Agent and the Requisite Lenders and such superseded Amendment No. 2 is, upon execution and delivery hereof by the Borrowers, the Agent and the Requisite Lenders, withdrawn and null and void.

[Signature page follows]

Witness the due execution of this Amendment by the respective duly authorized officers of the undersigned as of the date first written above.

H&E EQUIPMENT SERVICES, INC.

By: /s/ Leslie Magee
Name: Leslie Magee
Title: Chief Financial Officer

H&E EQUIPMENT SERVICES (CALIFORNIA), LLC

By: /s/ Leslie Magee
Name: Leslie Magee
Title: Chief Financial Officer

GREAT NORTHERN EQUIPMENT, INC.

By: /s/ Leslie Magee
Name: Leslie Magee
Title: Chief Financial Officer

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent and a Lender

By: /s/ Pam Eskra

Name: Pam Eskra

Title: Duly Authorized Signatory

BANK OF AMERICA, N.A.,
as a Lender

By: /s/ Allan R. Juleus

Name: Allan R. Juleus

Title: SVP

PNC BANK, NATIONAL ASSOCIATION,
as a Lender

By: /s/ Brian Rujawitz

Name: Brian Rujawitz

Title: SVP

WELLS FARGO CAPITAL FINANCE, LLC,
as a Lender

By: /s/ Todd Havomote

Name: Todd Havomote

Title: Senior Relationship Manager

REGIONS BANK,

as a Lender

By: /s/ George Louis McKinley

Name: George Louis McKinley

Title: Attorney in Fact

CAPITAL ONE LEVERAGE FINANCE CORP.,
as a Lender

By: /s/ Thomas F. Furst

Name: Thomas F. Furst

Title: Vice President

JPMORGAN CHASE BANK, N.A.,
as a Lender

By: /s/ Mario Quintanilla

Name: Mario Quintanilla

Title: Authorized Officer

EXHIBIT I

CONSENT AND REAFFIRMATION

Each of the undersigned (the "Guarantors") hereby (i) acknowledges receipt of a copy of Amendment No. 2, dated as of August 9, 2012 ("Amendment No. 2"), to the Third Amended and Restated Credit Agreement, dated as of July 29, 2010, among H&E Equipment Services, Inc., Great Northern Equipment, Inc., H&E Equipment Services (California), LLC (collectively, the "Borrowers"), the other Credit Parties named therein, the Lenders named therein, General Electric Capital Corporation, as Agent, Bank of America, N.A., as Co-Syndication Agent and Documentation Agent, and Wells Fargo Capital Finance, LLC, as Co-Syndication Agent; (ii) consents to the Borrowers' execution and delivery thereof and approves and consents to the transactions contemplated thereby; (iii) agrees to be bound thereby; and (iv) affirms that nothing contained therein shall modify or diminish in any respect whatsoever its obligations under its Guaranty and the other Loan Documents to which it is a party and reaffirms that such Guaranty is and shall continue to remain in full force and effect. The acknowledgements contained herein by the Guarantors are made and delivered to induce the Agent and the Lenders to enter into Amendment No. 2, and the Guarantors acknowledge that the Agent and the Lenders would not enter into Amendment No. 2 in the absence of such acknowledgements. Although the Guarantors have been informed of the matters set forth herein and have acknowledged and agreed to same, the Guarantors understand that the Agent and the Lenders have no obligation to inform the Guarantors of such matters in the future or to seek the Guarantors' acknowledgment or agreement to future amendments or waivers, and nothing herein shall create such a duty. Capitalized terms used herein without definition shall have the meanings given to such terms in Amendment No. 2.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Consent and Reaffirmation on and as of the date of Amendment No. 2.

GNE INVESTMENTS, INC.

By: /s/ Leslie Magee
Name: Leslie Magee
Title: Chief Financial Officer

H&E FINANCE CORP.

By: /s/ Leslie Magee
Name: Leslie Magee
Title: Chief Financial Officer

H&E CALIFORNIA HOLDING, INC.

By: /s/ Leslie Magee
Name: Leslie Magee
Title: Chief Financial Officer

H&E EQUIPMENT SERVICES (MID-ATLANTIC), INC.

By: /s/ Leslie Magee
Name: Leslie Magee
Title: Chief Financial Officer

EXHIBIT II

AMENDMENT NO. 3

[Attached]

EXHIBIT E

DESCRIPTION OF NOTES

[Attached]

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H&E EQUIPMENT SERVICES, INC. ANNOUNCES PRICING OF SENIOR NOTES OFFERING

BATON ROUGE, Louisiana — (August 10, 2012) — H&E Equipment Services, Inc. (NASDAQ: HEES) (the “Company”) today announced the pricing of \$530 million aggregate principal amount of its senior notes due 2022 (the “Notes”) in an unregistered offering (the “Offering”). The amount offered represents an increase of \$50 million from the previously announced offering size of \$480 million. The Notes will pay interest semi-annually at a rate of 7% per annum. The Notes will be senior unsecured obligations of the Company and will be guaranteed by certain of its domestic subsidiaries. The Offering is expected to close on August 20, 2012, subject to the satisfaction of customary closing conditions.

The Company expects to use the proceeds from the Offering, together with borrowings under its credit facility, to repurchase or otherwise redeem its outstanding 8 ³/₈% senior notes due 2016, to pay, subject to the approval of the board of directors, a special one-time cash dividend of approximately \$246 million in the aggregate (which, based on the Company’s shares outstanding as of July 27, 2012 as reported on Company’s Quarterly Report on Form 10-Q filed on August 2, 2012, would equal a dividend of approximately \$7.00 per share) to its stockholders of record on a record date to be determined by its board of directors; to pay related fees and expenses and for general corporate purposes. Whether the Company declares a special dividend, and, if so, the timing, amount and nature of any such dividend, will be subject to approval by its board of directors. Any such approval will depend on a variety of factors, including the Company’s ability both to complete the sale of the Notes and to enter into an amended credit facility; the Company’s financial results, cash requirements and financial condition; the Company’s ability to pay dividends under applicable state law; and any other factors deemed relevant by the

Company's board of directors. If for any reason the Company's board of directors does not approve a special cash dividend in the currently anticipated amount of approximately \$246 million, the Company may use the proceeds from the sale of the Notes to fund a special cash dividend of a smaller amount, or it may elect not to declare any special cash dividend.

The Notes and related guarantees are being offered in a private placement solely to qualified institutional buyers in reliance on Rule 144A under the Securities Act of 1933, as amended (the "Securities Act"), or outside the United States to persons other than "U.S. persons" in compliance with Regulation S under the Securities Act. The Notes and related guarantees have not been registered under the Securities Act or the securities laws of any other jurisdiction and may not be offered or sold in the United States absent registration or an applicable exemption from the registration requirements.

This press release does not constitute an offer to sell or a solicitation of an offer to buy the Notes or any other securities, and shall not constitute an offer, solicitation or sale in any state or jurisdiction in which such an offer, solicitation or sale would be unlawful. Any offer of the Notes will be made only by means of a private offering memorandum. This press release is being issued pursuant to and in accordance with Rule 135c under the Securities Act.

Forward-Looking Statements

Certain statements contained herein are "forward-looking statements" within the meaning of the federal securities laws. Statements that are not historical facts, including statements about our beliefs and expectations are forward-looking statements. Statements containing the words "may", "could", "would", "should", "believe", "expect", "anticipate", "plan", "estimate", "target", "project", "intend" and similar expressions constitute forward-looking statements. Forward-looking statements involve known and unknown risks and uncertainties, which could cause actual results to differ materially from those contained in any forward-looking statement. Such factors include, but are not limited to, the Company's ability to satisfy the conditions contained in the agreement with the initial purchasers with respect to the Offering and other factors discussed in our public filings, including the risk factors included in the Company's most recent Annual Report on Form 10-K and Quarterly Report on Form 10-Q. Readers are urged to consider these factors carefully in evaluating the forward-looking statements and are cautioned not to place undue reliance on such forward-looking statements. Except as required by applicable law, including the securities laws of the United States and the rules and regulations of the SEC, we are under no obligation to publicly update or revise any forward-looking statements after the date hereof.

Changes to the Preliminary Offering Memorandum:

The "Capitalization" table in the Preliminary Offering Memorandum was replaced with the following table:

	June 30, 2012	
	Actual	As Adjusted
	(Dollars in millions)	
Cash and cash equivalents	\$ 3.7	\$ 2.7
Debt:		
Credit Facility	\$ 71.3	\$ —
Credit Facility, as amended	—	65.0
Existing Senior Notes	250.0	—
Notes offered hereby	—	530.0
Other debt	2.5	2.5
Total debt	323.8	597.5
Total Equity	279.4	23.4
Total capitalization	\$603.2	\$ 620.9