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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**Form 8-K**

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**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 17, 2017

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**H&E Equipment Services, Inc.**  
(Exact name of registrant as specified in its charter)

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Commission File Number: 000-51759

Delaware  
(State or other jurisdiction  
of incorporation)

81-0553291  
(IRS Employer  
Identification No.)

7500 Pecue Lane  
Baton Rouge, LA 70809  
(Address of principal executive offices, including zip code)

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

Not Applicable  
(Former name or former address, if changed since last report)

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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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

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.

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**Item 1.01 Entry into a Material Definitive Agreement.***Credit Agreement Amendment*

On August 17, 2017, H&E Equipment Services, Inc. (the “Company”) amended its existing senior secured credit facility by entering into Amendment No. 2 (the “Amendment”) to its Fourth Amended and Restated Credit Agreement (the “Credit Agreement”) by and among the Company, Great Northern Equipment, Inc., H&E Equipment Services (California), LLC, the other credit parties named therein, the lenders named therein, Wells Fargo Capital Finance, LLC (as successor to General Electric Capital Corporation), as administrative agent, and the other agents party thereto.

The Amendment, among other things, amends the Credit Agreement to permit the Company to offer, issue and sell the Notes (as defined below) and apply the proceeds thereof to, among other things, repurchase or otherwise redeem the Company’s existing 7.0% senior notes due 2022.

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 17, 2017, H&E Equipment Services, Inc. (the “Company”) entered into a Purchase Agreement (the “Purchase Agreement”), by and among the Company, certain subsidiary guarantors (the “Guarantors”) and Wells Fargo Securities, LLC (the “Initial Purchaser”) pursuant to which the Company agreed to issue and sell to the Initial Purchaser \$750,000,000 aggregate principal amount of the Company’s 5.625% senior notes due 2025 (the “Notes”). The sale of the Notes is expected to close on August 24, 2017, subject to the satisfaction of customary closing conditions.

**Item 8.01 Other Events.**

On August 18, 2017, the Company issued a press release announcing the pricing of \$750,000,000 aggregate principal amount of its 5.625% senior notes due 2025 a copy of which is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

*Additional Information*

This press release is neither an offer to sell, nor a solicitation of an offer to buy, any securities and shall not constitute an offer, solicitation or sale in any jurisdiction in which such offer, solicitation or sale is unlawful. The securities described herein have not been and will not be registered under the Securities Act of 1933, as amended (the “Securities Act”), or any state securities laws, and unless so registered, may not be offered or sold in the United States except pursuant to an exemption from the registration requirements of the Securities Act, and applicable state securities laws.

*Cautionary Note Regarding Forward-Looking Statements*

Except for historical information, all other information in this Form 8-K consists of forward-looking statements. These forward-looking statements involve a number of risks, uncertainties and other factors, including the possible completion of the offering and tender offer, the prospective impact of a note offering or tender offer, plans to repay certain indebtedness (including the terms and success of such repayment) and the use of proceeds of the offering, which may cause the actual results to be materially different from those expressed or implied in the forward-looking statements. Other important factors that could cause the statements made in this Form 8-K or the actual results of operations or financial condition of the Company to differ include, without limitation, that the offering and tender offer are subject to market conditions, other conditions and approvals. There can be no assurance that the offering or the tender offer will be completed as described herein or at all. Other important factors are discussed under the caption “Forward-Looking Statements” in the Company’s Form 10-K Annual Report for the year ended December 31, 2016 and in subsequent filings made prior to or after the date hereof. The Company does not intend to review or revise any particular forward-looking statement in light of future events.

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**Item 9.01. Financial Statements and Exhibits**

- 10.1 Amendment No. 2, dated August 17, 2017 to the Fourth Amended and Restated Credit Agreement by and among H&E Equipment Services, Inc., Great Northern Equipment, Inc., and H&E Equipment Services (California), LLC, Wells Fargo Capital Finance, LLC, as agent for the lenders, Bank of America, N.A., as co-syndication agent and documentation agent, Deutsche Bank Securities Inc. as joint lead arranger and joint bookrunner, and the other lenders from time to time party thereto.
- 99.1 Press Release, dated August 18, 2017.

**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 18, 2017

By: /s/ Leslie S. Magee  
Leslie S. Magee  
Chief Financial Officer

**AMENDMENT NO. 2 AND CONSENT**

This AMENDMENT NO. 2 AND CONSENT (this “Agreement”) to the Fourth Amended and Restated Credit Agreement, dated as of May 21, 2014 (as amended by that certain Amendment No. 1 dated as of February 5, 2015, that certain letter amendment dated as of November 29, 2016, and as the same may have been further amended, restated, supplemented or otherwise modified from time to time before the date hereof, the “Original Credit Agreement”, and as 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, WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company, as successor to General Electric Company, successor-by-merger to General Electric Capital Corporation, as Agent (in such capacity, together with its successors and assigns in such capacity, “Agent”), and the other agents party thereto, is entered into as of August 17, 2017, 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 Agent and Requisite Lenders agree to certain amendments of the Original Credit Agreement as set forth in this Agreement; and

WHEREAS, the Agent and the Lenders party hereto have agreed to such amendments to the Original Credit Agreement, subject to the terms and conditions of this Agreement.

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 Requisite Lenders and the Agent agree as follows:

**Section 1.****AMENDMENTS**

The Original Credit Agreement is amended as follows:

- (a) Annex A to the Original Credit Agreement is amended by adding the following new definitions in appropriate alphabetical order:

“**2022 Senior Unsecured Note Indenture**” means the Indenture, dated August 20, 2012, among H&E Delaware, the guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., as trustee, as such Indenture may be amended, modified or supplemented from time to time in accordance with its terms and the terms hereof.

“**2022 Senior Unsecured Notes**” means up to \$630,000,000 7% senior notes due 2022 issued by H&E Delaware pursuant to the 2022 Senior Unsecured Note Indenture, together with any amendments, modifications, supplements, replacements or substitutions thereof made or issued in accordance with the terms of the 2022 Senior Unsecured Note Indenture and this Agreement.

“**2025 Senior Unsecured Note Indenture**” means an indenture (as the same may be amended, restated, supplemented, or otherwise modified from time to time) which, among other things:

- (a) is executed and delivered after the Amendment No 2 Effective Date;
- (b) provides for the issuance after the Amendment No. 2 Effective Date and before September 15, 2017, of up to \$750,000,000 of senior unsecured notes with a stated maturity no earlier than the eighth anniversary of the date on which such notes are issued;
- (c) contains terms which, taken as a whole, are not materially more restrictive to H&E Delaware and its Subsidiaries than the terms set forth in the 2022 Senior Unsecured Note Indenture; and
- (d) does not prohibit the incurrence of the Obligations under this Agreement and the other Loan Documents (in accordance with the terms of this Agreement and the other Loan Documents, as in effect on the Amendment No. 2 Effective Date).

“**2025 Senior Unsecured Notes**” means the notes issued by H&E Delaware under the 2025 Senior Unsecured Note Indenture, together with any amendments, modifications, supplements, replacements or substitutions thereof made or issued in accordance with the terms of the 2025 Senior Unsecured Note Indenture and this Agreement.

“**Amendment No. 2**” means that certain Amendment No. 2 and Consent dated as of August 17, 2017, by and among the Borrowers, the Lenders signatory thereto, and the Agent.

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

- (b) Each of the following definitions in Annex A to the Original Credit Agreement is amended so that it reads, in its entirety, as follows:

“**Senior Unsecured Note Indenture**” means either or both, as applicable, of the 2022 Senior Unsecured Note Indenture and the 2025 Senior Unsecured Note Indenture.

“**Senior Unsecured Notes**” means either or both, as applicable, of the 2022 Senior Unsecured Notes and the 2025 Senior Unsecured Notes.

- (c) Section 3.25 of the Original Credit Agreement is amended so that it reads, in its entirety, as follows:

3.25 Senior Unsecured Note Indenture

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 the greater of (x) \$450,000,000 (in the case of the 2022 Senior Unsecured Note Indenture) and \$700,000,000 (in the case of the 2025 Senior Unsecured Notes Indenture) and

(y) the Borrowing Base (as defined in the applicable Senior Unsecured Note Indenture). 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 applicable Senior Unsecured Note Indenture.

(d) Section 6.3(a)(vii) of the Original Credit Agreement is amended so that it reads, in its entirety, as follows:

(vii) Indebtedness under the Senior Unsecured Notes in an aggregate principal amount not to exceed:

(A) solely with respect to the 2022 Senior Unsecured Notes, \$630,000,000 (less all repayments, payments, repurchases, and redemptions thereof); and

(B) solely with respect to the 2025 Senior Unsecured Notes, \$750,000,000 (less all repayments, payments, repurchases, and redemptions thereof).

## **Section 2.**

### **CONDITIONS TO EFFECTIVENESS**

None of the amendments set forth in Section 1 of this Agreement, the consents set forth in Section 3 of this Agreement, and the covenants set forth in Section 4 of this Agreement, shall become effective until the satisfaction of each of the following conditions precedent (the date on which such conditions precedent are satisfied is referred to as the “Amendment No. 2 Effective Date”):

(a) the Agent shall have received one or more counterparts of (i) this Agreement, executed and delivered by the Borrowers, the Requisite Lenders, and the Agent, and (ii) the Consent and Reaffirmation in the form of Exhibit I hereto, executed and delivered by the Guarantors; and

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

## **Section 3.**

### **CONSENTS**

(a) Any other term or provision of the Credit Agreement or the other Loan Documents to the contrary notwithstanding, the Agent and the Requisite Lenders consent to the formation of Yellow Iron Merger Co., a Delaware corporation (“Yellow Iron”) by H&E Delaware and agree that no Default or Event of Default occurred solely as a consequence of the formation of Yellow Iron, it being agreed that the consent and waiver afforded in this clause (a) is limited solely to the formation of Yellow Iron; is not, and shall not be construed to be, a waiver of any other existing or future Events of Default which may occur, except as expressly set forth herein; does not constitute a waiver of any rights, powers or privileges of Agent or any Lender under the Credit Agreement or the other Loan Documents or under applicable law, other than as specifically set forth herein.

(b) Any other term or provision of the Credit Agreement and the other Loan Documents notwithstanding, the Agent and the Requisite Lenders consent to the issuance by H&E Delaware of the 2025 Senior Unsecured Notes (as defined in the Original Credit Agreement as amended by this Agreement) and the use of the proceeds thereof in a manner consistent with the terms of Section 4(b) of this Agreement.

#### Section 4.

#### CERTAIN COVENANTS

Each Borrower hereby covenants and agrees as follows:

(a) With respect to Yellow Iron:

(i) On or before March 30, 2018 (or such later date as may be agreed to by Agent), Borrowers shall have (A) caused to be filed with the Secretary of State of the State of Delaware a Certificate of Dissolution providing for the dissolution of Yellow Iron and, thereafter, pursue the dissolution of Yellow Iron with commercially reasonable diligence or (B) caused Yellow Iron to be joined as a Guarantor under the Credit Agreement and the other Loan Documents, as applicable, in accordance with the terms of the Credit Agreement and the other Loan Documents; and

(ii) Until the earlier to occur of the dissolution of Yellow Iron and the date on which Yellow Iron is joined to the Credit Agreement and the other Loan Documents, as applicable, in accordance with the foregoing clause (i), H&E Delaware shall not permit Yellow Iron to (A) incur any Indebtedness (other than any guarantee of Indebtedness of H&E Delaware incurred under any Senior Unsecured Note Indenture (as defined in the Credit Agreement after giving effect to this Agreement)); (B) grant any Liens; (C) own any assets; (D) conduct any business; or (E) amend its charter or its bylaws, except, in any of the foregoing cases, to the extent directly related to the maintenance or dissolution of its existence.

(iii) Any of the foregoing to the contrary notwithstanding, if Yellow Iron becomes a guarantor of any Indebtedness of H&E Delaware or any of its Affiliates, whether under any Senior Unsecured Note Indenture (as defined in the Credit Agreement after giving effect to this Agreement) or otherwise (but not including the Obligations under the Credit Agreement and the other Loan Documents), Borrowers shall cause Yellow Iron to be joined as a Guarantor under the Credit Agreement within 30 days after the effectiveness of such guarantee.

(b) With respect to the 2025 Senior Unsecured Notes and the 2025 Senior Unsecured Note Indenture (as each of such terms is defined in the Credit Agreement after giving effect to this Agreement):

(i) H&E Delaware shall not, nor shall it permit any of its Subsidiaries to, use any proceeds of such notes for any purpose other than (A) the repurchase, repayment, prepayment, or redemption of the 2022 Senior Unsecured Notes (as defined in the Credit Agreement after giving effect to this Agreement); (B) the payment of interest, fees, and premiums in respect of such 2022 Senior Unsecured Notes; (C) the payment of fees, costs, charges, and expenses incurred in connection with the repurchase, repayment, prepayment, or redemption of such 2022 Senior Unsecured Notes or the issuance of such 2025 Senior Unsecured Notes and the negotiation, preparation, and execution and delivery of such 2025 Senior Unsecured Note Indenture; and (D) the payment of Obligations.

(ii) Within five Business Days after the execution and delivery of such 2025 Senior Unsecured Note Indenture (or such longer period of time agreed to in writing by the Agent), H&E



Delaware shall deliver to the Agent a true and complete copy of such 2025 Senior Unsecured Note Indenture, with all exhibits, schedules, annexes, and appendices thereto, together with such other documents, instruments, and agreements executed or delivered in connection therewith as the Agent may reasonably request, each of which will, to the extent requested by the Agent, be certified as being true and complete copies thereof.

(c) H&E Delaware shall not permit Yellow Iron to become a guarantor of any Senior Unsecured Notes (as defined in the Credit Agreement after giving effect to this Agreement) without giving Agent no less than one Business Day's prior written notice thereof.

(d) Any violation of the covenants set forth in this Section 4 shall constitute an Event of Default.

#### **Section 5.**

#### **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 and consents 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, except as expressly set forth herein.

#### **Section 6.**

#### **MISCELLANEOUS**

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

(i) this Agreement 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 Amendment No. 2 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 Agreement.

(b) This Agreement 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 Agreement and that nothing contained in this Agreement shall constitute a defense to the enforcement of any Loan Document.

(d) This Agreement 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 Agreement 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*: 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). The preamble and recitals to this Agreement are incorporated herein by this reference.

[Continued on following page.]

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

**H&E EQUIPMENT SERVICES, INC.**

By: /s/ Leslie Magee

Name: Leslie Magee

Title: CFO

**H&E EQUIPMENT SERVICES (CALIFORNIA), LLC**

By: /s/ Leslie Magee

Name: Leslie Magee

Title: CFO

**GREAT NORTHERN EQUIPMENT, INC.**

By: /s/ Leslie Magee

Name: Leslie Magee

Title: CFO

**WELLS FARGO CAPITAL FINANCE, LLC,**  
as Agent and as a Lender

By: /s/ Matt Mouldous

Name: Matt Mouldous

Title: Vice President

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**BANK OF AMERICA, N.A.**

as a Lender

By: /s/ Marzan Khan

Name: Marzan Khan

Title: Assistant Vice President

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 17, 2017 ("Amendment No. 2"), to the Fourth Amended and Restated Credit Agreement, dated as of May 21, 2014, as amended by that certain Amendment No. 1 dated as of February 5, 2015, that certain letter amendment dated as of November 29, 2016, and as the same may have been amended, restated, supplemented, or otherwise modified from time to time before the date hereof, 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, Wells Fargo Capital Finance, LLC, as successor to General Electric Company, successor-by-merger to General Electric Capital Corporation, as Agent, and the other agents party thereto; (ii) consents to the Borrowers' execution and delivery thereof and approves and consents to the transactions contemplated thereby; (iii) agrees to be bound thereby; (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 and the other Loan Documents are and shall continue to remain in full force and effect; and (v) repeats and restates the representations and warranties of such Guarantor contained in the Credit Agreement (as defined in Amendment No. 2) as of the Amendment No. 2 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 defined in Amendment No. 2) as amended pursuant to Amendment No. 2. The acknowledgements contained herein by the Guarantors are made and delivered to induce the Agent, the Requisite Lenders to enter into Amendment No. 2, and the Guarantors acknowledge that the Agent and Requisite 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 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 the Credit Agreement (as defined in Amendment No. 2).

[Continued on following page.]

**GNE INVESTMENTS, INC.**

By: /s/ Leslie Magee

Name: Leslie Magee

Title: CFO

**H&E FINANCE CORP.**

By: /s/ Leslie Magee

Name: Leslie Magee

Title: CFO

**H&E CALIFORNIA HOLDING, INC.**

By: /s/ Leslie Magee

Name: Leslie Magee

Title: CFO

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

By: /s/ Leslie Magee

Name: Leslie Magee

Title: CFO

**Contacts:**

Leslie S. Magee  
Chief Financial Officer  
225-298-5261  
[lmagee@he-equipment.com](mailto:lmagee@he-equipment.com)

Kevin S. Inda  
Vice President of Investor Relations  
225-298-5318  
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**H&E EQUIPMENT SERVICES, INC. ANNOUNCES PRICING OF SENIOR NOTES OFFERING**

**BATON ROUGE, Louisiana — (August 18, 2017)** — H&E Equipment Services, Inc. (NASDAQ: HEES) (the “Company”) today announced the pricing of \$750,000,000 aggregate principal amount of its senior notes due 2025 (the “Notes”) in an unregistered offering (the “Offering”). The Notes will pay interest semi-annually at a rate of 5.625% per annum. The Notes will be senior unsecured obligations of the Company and will be guaranteed by certain of its domestic restricted subsidiaries. The Offering is expected to close on August 24, 2017, subject to the satisfaction of customary closing conditions.

The Company expects to use the net proceeds of the Notes to pay the consideration payable to purchase our existing 7% senior notes due 2022 (the “Existing Notes”) tendered and accepted for purchase in the tender offer commenced for the Existing Notes today or otherwise redeem, repurchase or discharge the Existing Notes, to pay fees and expenses incurred in connection with the foregoing and the Offering and to repay a portion of the amounts outstanding under our existing ABL credit facility.

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 is neither an offer to sell, nor a solicitation of an offer to buy, any securities and shall not constitute an offer, solicitation or sale in any jurisdiction in which such offer, solicitation or sale is unlawful. The securities described herein have not been and will not be registered under the Securities Act of 1933, as amended (the “Securities Act”), or any state securities laws, and unless so registered, may not be offered or sold in the United States except pursuant to an exemption from the registration requirements of the Securities Act, and applicable state securities laws.



## About H&E Equipment Services, Inc.

The Company is one of the largest integrated equipment services companies in the United States with 79 full-service facilities throughout the West Coast, Intermountain, Southwest, Gulf Coast, Mid-Atlantic and Southeast regions. The Company is focused on heavy construction and industrial equipment and rents, sells and provides parts and services support for four core categories of specialized equipment: (1) hi-lift or aerial platform equipment; (2) cranes; (3) earthmoving equipment; and (4) industrial lift trucks. By providing equipment rental, sales, on-site parts, repair and maintenance functions under one roof, the Company is a one-stop provider for its customers' varied equipment needs. This full service approach provides the Company with multiple points of customer contact, enabling it to maintain a high quality rental fleet, as well as an effective distribution channel for fleet disposal and provides cross-selling opportunities among its new and used equipment sales, rental, parts sales and services operations.

## Forward-Looking Statements

Statements contained in this press release that are not historical facts, including statements about H&E's beliefs and expectations, 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", "foresee" 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) possible completion of the offering and tender offer, the prospective impact of a note offering or tender offer, plans to repay certain indebtedness (including the terms and success of such repayment) and the use of proceeds of the offering; (2) general economic conditions and construction and industrial activity in the markets where we operate in North America; (3) our ability to forecast trends in our business accurately, and the impact of economic downturns and economic uncertainty in the markets we serve; (4) the impact of conditions in the global credit and commodity markets and their effect on construction spending and the economy in general; (5) relationships with equipment suppliers; (6) increased maintenance and repair costs as we age our fleet and decreases in our equipment's residual value; (7) our indebtedness; (8) risks associated with the expansion of our business and any potential acquisitions we may make, including any related capital expenditures; (9) our possible inability to integrate any businesses we acquire; (10) competitive pressures; (11) security breaches and other disruptions in our information technology systems; (12) adverse weather events or natural disasters; (13) compliance with laws and regulations, including those relating to environmental matters and corporate governance matters; and (14) other factors discussed in our public filings, including the risk factors included in the Company's most recent Annual Report on Form 10-K. 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 Securities and Exchange Commission, we are under no obligation to publicly update or revise any forward-looking statements after the date of this release. These statements are based on the current beliefs and assumptions of H&E's management, which in turn are based on currently available information and important, underlying assumptions. H&E is under no obligation to publicly update or revise any forward-looking statements after this press release, whether as a result of any new information, future events or otherwise. Investors, potential investors, security holders and other readers are urged to consider the above mentioned factors carefully in evaluating the forward-looking statements and are cautioned not to place undue reliance on such forward-looking statements.