
SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of report: **November 16, 2005**

Date of earliest event reported: **November 18, 2005**

H&E EQUIPMENT SERVICES L.L.C.

(EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER)

Louisiana
(State or other jurisdiction
of incorporation)

333-99589
333-99587
(Commission File Numbers)

72-1287046
(IRS Employer
Identification No.)

11100 Mead Road, Suite 200, Baton Rouge, Louisiana 70816
(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)

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))

Item 1.01 Entry Into a Material Definitive Agreement

On November 16, 2005, H&E Equipment Services L.L.C. ("H&E"), Great Northern Equipment Services L.L.C. (together with H&E, the "Borrowers"), H&E Holdings, L.L.C., GNE Investments, Inc., H&E Finance Corp., General Electric Capital Corporation and the Lenders party thereto, entered into Amendment No. 9 to the Credit Agreement dated June 17, 2002 ("Amendment No. 9"). Principally, the amendment deleted subsection (f) of Annex G of the original Credit Agreement regarding maximum property and equipment capital expenditures. Subsection (f) stated that H&E Holdings and its subsidiaries on a consolidated basis shall not make property and equipment capital expenditures during any fiscal year that exceed in the aggregate \$5.0 million. Subsection (f) was previously amended by Amendment No. 5 to the Credit Agreement on January 13, 2005 to increase the maximum aggregate property and equipment capital expenditures from \$5.0 million to \$8.5 million.

There was no loan amendment fee pertaining to Amendment No. 9.

Amendment No. 9 is attached hereto as exhibit 10.1(i), and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(c) Exhibits

10.1(i) Amendment No. 9 to Credit Agreement dated as of November 16, 2005.

SIGNATURES

According 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, thereunto duly authorized.

Date: November 18, 2005

H&E EQUIPMENT SERVICES L.L.C.

/s/ LESLIE S. MAGEE

By: Leslie S. Magee

Its: Chief Financial Officer

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INDEX TO EXHIBITS

<u>Exhibit No.</u>	<u>Description</u>
10.1(i)	Amendment No. 9 to Credit Agreement among H&E Equipment Services L.L.C., Great Northern Equipment, Inc., H&E Holdings, L.L.C., GNE Investments, Inc., H&E Finance Corp., General Electric Corporation and the Lenders party thereto dated as of November 16, 2005.

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AMENDMENT NO. 9

This AMENDMENT No. 9 dated as of November 16, 2005 ("Amendment No. 9"), is entered into by and among H&E EQUIPMENT SERVICES L.L.C., a Louisiana limited liability company ("H&E"), GREAT NORTHERN EQUIPMENT, INC., a Montana corporation ("Great Northern" and together with H&E, individually a "Borrower" and jointly, severally and collectively, the "Borrowers"), H&E HOLDINGS L.L.C., a Delaware limited liability company, GNE INVESTMENTS, INC., a Washington corporation and H&E FINANCE CORP., a Delaware corporation, the persons designated as "Lenders" on the signature pages hereto, and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, as Agent.

WHEREAS, Borrowers, the other Credit Parties, the Lenders (as defined therein) and Agent are party to the Credit Agreement dated as of June 17, 2002 (including all annexes, exhibits and schedules thereto, and as amended by Amendment No. 1 dated as of March 31, 2003, Amendment No. 2 dated as of May 14, 2003, Amendment No. 3 dated as of February 10, 2004, Amendment No. 4 dated as of October 26, 2004, Amendment No. 5 dated as of January 13, 2005, Amendment No. 6 dated as of March 11, 2005, Amendment No. 7 dated as of March 31, 2005 and Amendment No. 8 dated as of October 13, 2005, and as further amended, restated, supplemented or otherwise modified and in effect from time to time, "Original Credit Agreement"; all capitalized terms defined in the Original Credit Agreement and not otherwise defined herein have the meanings assigned to them in the Original Credit Agreement or in Annex A thereto); and

WHEREAS, Borrowers and each Lender, subject to Section 2 hereof, wish to amend the Original Credit Agreement in the manner set forth below.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, Borrowers, Credit Parties, each Lender and Agent agree as follows:

SECTION 1.**AMENDMENTS TO ORIGINAL CREDIT AGREEMENT**

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) Section 6.2 of the Original Credit Agreement is hereby amended by deleting in its entirety the phrase "to the extent permitted under Annex G" appearing therein; and
- (b) Annex G of the Original Credit Agreement is amended by deleting subsection (f) thereof (Maximum P&E Capital Expenditures) in its entirety.

SECTION 2.**CONDITIONS TO EFFECTIVENESS**

This Amendment No. 9 shall become effective on the date, which must be prior to November 18, 2005 (the "Effective Date") on which the following conditions shall have been satisfied:

- (a) Agent shall have received one or more counterparts of this Amendment No. 9 executed and delivered by Borrowers, the other Credit Parties, Agent and the Requisite Lenders; and

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- (b) there shall be no continuing Default or Event of Default (after giving effect to the amendments contemplated by this Amendment No. 9), and the representations and warranties of the Borrowers contained in this Amendment No. 9 shall be true and correct in all material respects.

SECTION 3.**LIMITATION ON SCOPE**

Except as expressly amended hereby, all of the representations, warranties, terms, covenants and conditions of 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 waivers of, amendments of, 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 Borrowers or any other Credit Party requiring the consent of Agent or Lenders except to the extent specifically provided for herein. Agent and Lenders have not and shall not be deemed to have waived any of their respective rights and remedies against Borrowers or any other Credit Party for any existing or future Defaults or Event of Default.

SECTION 4.**MISCELLANEOUS**

- (a) Borrowers hereby represent and warrant as follows:

- (i) this Amendment No. 9 has been duly authorized and executed by Borrowers and each other Credit Party, and the Original Credit Agreement, as amended by this Amendment No. 9, is the legal, valid and binding obligation of Borrowers and each other Credit Party that is a party thereto, enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, moratorium and similar laws affecting the rights of creditors in general; and

- (ii) Borrowers repeat and restate the representations and warranties of Borrowers contained in the Original Credit Agreement as of the date of this Amendment No. 9 and as of the Effective Date, except to the extent such representations and warranties relate to a specific date.

- (b) This Amendment No. 9 is being delivered in the State of New York.
- (c) Borrowers and the other Credit Parties hereby ratify and confirm the Original Credit Agreement as amended hereby, and agree that, as amended hereby, the Original Credit Agreement remains in full force and effect.
- (d) Borrowers and the other Credit Parties agree that all Loan Documents to which each such Person is a party remain in full force and effect notwithstanding the execution and delivery of this Amendment No. 9.
- (e) This Amendment No. 9 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.
- (f) All references in the Loan Documents to the "Credit Agreement" and in the Original Credit Agreement as amended hereby to "this Agreement," "hereof," "herein" or the like shall mean and refer to the Original Credit Agreement as amended by this Amendment

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No. 9 (as well as by all subsequent amendments, restatements, modifications and supplements thereto).

- (g) Each of the following provisions of the Original 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 No. 9": Section 11.6, (Severability), Section 11.9 (Governing Law), Section 11.10 (Notices), Section 11.11 (Section Titles) Section 11.13 (Waiver of Jury Trial), Section 11.16 (Advice of Counsel) and Section 11.17 (No Strict Construction).

[SIGNATURE PAGES FOLLOW]

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

BORROWERS:

H&E EQUIPMENT SERVICES L.L.C.

By: /s/ Leslie Magee
Name: Leslie Magee
Title: CFO

GREAT NORTHERN EQUIPMENT, INC.

By: /s/ Leslie Magee
Name: Leslie Magee
Title: CFO

CREDIT PARTIES:

By: /s/ Leslie Magee
Name: Leslie Magee
Title: CFO

H&E HOLDINGS L.L.C.

By: /s/ Leslie Magee
Name: Leslie Magee
Title: CFO

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

SIGNATURE PAGE TO AMENDMENT NO. 9

AGENT AND LENDERS:

**GENERAL ELECTRIC CAPITAL
CORPORATION,**
as Agent and a Lender

By: /s/ Gina Provenzale

Name: Gina Provenzale
Title: Vice President
Duly Authorised Signatory

BANK OF AMERICA, N.A.
as a Lender

By: /s/ Edmundo Kahn

Name: Edmundo Kahn
Title: Vice President

PNC BANK, NATIONAL ASSOCIATION,
as a Lender

By: /s/ Douglas A Hoffman

Name: Douglas A Hoffman
Title: Vice President

LASALLE BUSINESS CREDIT, LLC,
as a Lender

By: /s/ Andrew Moulton

Name: Andrew Moulton
Title: AVP

SIGNATURE PAGE TO AMENDMENT NO. 9
