

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): July 17, 2007

REX STORES CORPORATION  
(Exact name of registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation)	001-09097 (Commission File No.)	31-1095548 (IRS Employer Identification No.)
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2875 Needmore Road, Dayton, Ohio (Address of principal executive offices)	45414 (Zip Code)
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Registrant's telephone number, including area code: (937) 276-3931

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))

Item 1.01 Entry into a Material Definitive Agreement.

On July 17, 2007, Rex Radio and Television, Inc., as lead borrower under the Amended and Restated Loan Agreement dated as of September 14, 2004 (the "Loan Agreement") among the Borrowers, the Lenders named therein, Bank of America, N.A. (f/k/a Fleet Retail Group, Inc.), as agent for the Lenders and KeyBank National Association, as syndication agent, exercised its right under the Loan Agreement to permanently reduce the revolving credit commitments from \$115 million to \$75 million. No borrowings are currently outstanding under the revolving credit facility.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

- 4(a) Fifth Amendment to Amended and Restated Loan Agreement dated as of April 24, 2007 among the Borrowers, REX Stores Corporation, the Lenders named therein, Bank of America, N.A. (f/k/a Fleet Retail Group, Inc.) as agent for the Lenders and KeyBank National Association as syndication agent.
- 4(b) Notice of Reduction of Commitments dated July 17, 2007 from Rex Radio and Television, Inc. as Lead Borrower, to Bank of America, N.A. as agent for the Lenders.

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.

REX STORES CORPORATION

Date: July 18, 2007

By: /s/ DOUGLAS L. BRUGGEMAN

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Name: Douglas L. Bruggeman  
Title: Vice President-Finance,  
Chief Financial Officer and  
Treasurer

FIFTH AMENDMENT AND WAIVER  
TO  
AMENDED AND RESTATED LOAN AGREEMENT

This FIFTH AMENDMENT AND WAIVER TO AMENDED AND RESTATED LOAN AGREEMENT (the "FIFTH AMENDMENT") is made as of the 24th day of April, 2007 by and among:

REX RADIO AND TELEVISION, INC., an Ohio corporation ("REX RADIO"), as lead borrower (in such capacity, "LEAD BORROWER"), for itself and the other Borrowers being KELLY & COHEN APPLIANCES, INC., an Ohio corporation ("KELLY"), REX ALABAMA, INC., an Ohio corporation ("REX ALABAMA"), REX KANSAS, INC., a Kansas corporation ("REX KANSAS"), REXSTORES.COM, INC., an Ohio corporation ("REX INTERNET"), and STEREO TOWN, INC., a Georgia corporation ("STEREO TOWN"); and

REX STORES CORPORATION, a Delaware corporation (the "PARENT"); and

the LENDERS party hereto; and

BANK OF AMERICA, N.A., f/k/a Fleet Retail Group, Inc., as agent for the Lenders, a Delaware corporation, having a place of business at 100 Federal Street, Boston, MA 02110; and

KEYBANK NATIONAL ASSOCIATION, as Syndication Agent;

in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

RECITALS  
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A. The Lead Borrower, the other Borrowers, the Agent, the Lenders, and the Syndication Agent have entered into an Amended and Restated Loan Agreement dated as of September 14, 2004 (as amended and in effect, the "LOAN AGREEMENT"). All capitalized terms used herein and not otherwise defined shall have the same meaning herein as in the Loan Agreement.

B. The Borrowers, the Agent, the Parent, the Lenders, and the Syndication Agent have agreed to amend certain provisions of the Loan Agreement and to waive certain provisions of the Loan Agreement, all as set forth herein.

NOW THEREFORE, it is hereby agreed as follows:

1. AMENDMENTS TO LOAN AGREEMENT.

(a) The definition of "REAL ESTATE ADVANCE RATE" in SECTION 1.01 is hereby deleted in its entirety, and the following is inserted in its place:

"REAL ESTATE ADVANCE RATE" shall mean fifty percent (50%)."

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(b) SECTION 2.01(a)(ii) shall be deleted in its entirety and the following shall be substituted therefor:

"(ii) In no event shall the aggregate outstanding amount of the Credit Extensions made with reference to Eligible Real Estate at any time exceed twenty-five percent (25%) of the Borrowing Base at such time;"

2. WAIVER. Borrower has advised the Lenders that it wishes to enter into one or more sale and/or sale-leaseback transactions with respect to the Real Estate parcels listed on EXHIBIT A hereto (the "RELEASED REAL ESTATE"), and has requested that the Lenders agree to release their security interest in and encumbrances upon the Released Real Estate. Subject to the terms and conditions in Section 3 of this Fifth Amendment, the Lenders hereby agree to execute such agreements as shall be reasonably requested by Borrower in order to cause the release of their security interests in and encumbrances upon the Released Real Estate.

3. CONDITIONS TO EFFECTIVENESS. This Fifth Amendment shall not be effective until each of the following conditions precedent have been fulfilled to the satisfaction of the Agent:

(a) This Fifth Amendment shall have been duly executed and delivered by the Borrowers, the Parent, the Agent and the

Required Lenders. The Agent shall have received a fully executed copy hereof and of each other document required hereunder.

- (b) All action on the part of the Borrowers and the Parent necessary for the valid execution, delivery and performance by the Borrowers and the Parent of this Fifth Amendment shall have been duly and effectively taken.
- (c) The Borrowers and the Parent shall have provided such additional instruments, documents, and opinions of counsel to the Agent as the Agent and its counsel may have reasonably requested.
- (d) The Borrower shall have paid all costs and expenses of the Lender, including, without limitation, reasonable attorneys' fees, in connection with the preparation, negotiation, execution, and delivery of this Agreement, all mortgage releases and satisfactions and other documents and instruments in connection with the transactions contemplated hereby.

4. MISCELLANEOUS. Except as provided herein, all terms and conditions of the Loan Agreement and the other Loan Documents remain in full force and effect. The Borrowers and the Parent each hereby ratifies, confirms, and reaffirms all of the representations, warranties and covenants therein contained. Without limiting the generality of the foregoing, the Borrowers and the Parent each hereby acknowledges, confirms and agrees that all Collateral shall continue to secure the Obligations as modified and amended pursuant to this Fifth Amendment, and any future modifications, amendments, substitutions or renewals thereof.

- (a) This Fifth Amendment may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered, shall be an original,

and all of which together shall constitute one instrument. Delivery of an executed counterpart of a signature page hereto by telecopy shall be effective as delivery of a manually executed counterpart hereof.

- (b) This Fifth Amendment expresses the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions or negotiations hereon. Any determination that any provision of this Fifth Amendment or any application hereof is invalid, illegal or unenforceable in any respect and in any instance shall not effect the validity, legality, or enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provisions of this Fifth Amendment.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Fifth Amendment to be executed and their seals to be hereto affixed as the date first above written.

REX RADIO AND TELEVISION, INC., as Lead Borrower

By: /s/ Douglas Bruggeman  
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Name: Douglas Bruggeman  
Title: Vice President - Finance

KELLY & COHEN APPLIANCES, INC., as a Borrower

By: /s/ Douglas Bruggeman  
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Name: Douglas Bruggeman  
Title: Vice President - Finance

REX ALABAMA, INC., as a Borrower

By: /s/ Douglas Bruggeman  
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Name: Douglas Bruggeman  
Title: Vice President - Finance

REX KANSAS, INC., as a Borrower

By: /s/ Douglas Bruggeman  
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Name: Douglas Bruggeman  
Title: Vice President - Finance

REXSTORES.COM, INC., as a Borrower

By: /s/ Douglas Bruggeman  
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Name: Douglas Bruggeman  
Title: Vice President - Finance

STEREO TOWN, INC., as a Borrower

By: /s/ Douglas Bruggeman

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Name: Douglas Bruggeman  
Title: Vice President - Finance

REX STORES CORPORATION, as Parent

By: /s/ Douglas Bruggeman

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Name: Douglas Bruggeman  
Title: Vice President - Finance

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BANK OF AMERICA, N.A., as Agent

By: /s/ Peter Foley

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Name: Peter Foley  
Title: Vice President

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

By: /s/ Peter Foley

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Name: Peter Foley  
Title: Vice President



JPMORGAN CHASE BANK, N.A. (as successor in  
interest to BANK ONE, DAYTON, N.A.), as a Lender

By: /s/ Patrick Fravel

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Name: Patrick Fravel

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Title: Account Executive  
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KEYBANK NATIONAL ASSOCIATION, as a Lender

By: /s/ John P. Dunn  
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Name: John P. Dunn  
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Title: Vice President  
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KEYBANK NATIONAL ASSOCIATION, as  
Syndication Agent

By: /s/ John P. Dunn  
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Name: John P. Dunn  
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Title: Vice President  
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NATIONAL CITY BANK, DAYTON, as a Lender

By: /s/ Daniel R. Davis

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Name: Daniel R. Davis

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Title: Senior Vice President  
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July 17, 2007

Bank of America, N.A., as Agent for the Lenders  
 100 Federal Street, 9th Floor  
 Boston, Massachusetts 02110

Re: Senior Secured Revolving Credit Facility between, among others,  
 Bank of America, N.A. and Rex Radio and Television, Inc.

Ladies and Gentlemen:

Reference is hereby made to that certain Amended and Restated Loan Agreement dated as of September 14, 2004 (as amended, restated, supplemented, or otherwise modified from time to time, the "LOAN AGREEMENT"), by (i) Rex Radio and Television, Inc. (the "LEAD BORROWER"), for itself and the other Borrowers party thereto, (ii) the Borrowers party thereto, (iii) the Lenders party thereto, (iv) Bank of America, N.A., f/k/a Fleet Retail Group, Inc., as agent for the Lenders (in such capacity, the "AGENT"), and (v) KeyBank National Association, as Syndication Agent. All capitalized terms used herein but not defined herein shall have the meanings assigned to them in the Loan Agreement.

The Lead Borrower hereby exercises its right under Section 3.01 of the Loan Agreement to permanently reduce the Revolving Credit Commitments by \$40,000,000.00 such that the aggregate Revolving Credit Commitments following such reduction shall be \$75,000,000.00. Such reduction shall be applied ratably to the Letter of Credit Sublimit, Revolving Credit Commitments of each Lender such that the resulting Revolving Credit Commitments and Revolving Credit Commitment Percentages of each Lender shall be as set forth in SCHEDULE I annexed hereto. The effective date of such reduction shall be July \_\_, 2007.(1)

Very truly yours,

REX RADIO AND TELEVISION, INC., as Lead Borrower

By: /s/Douglas Bruggeman  
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 Name: Douglas Bruggeman  
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 Title: Chief Financial Officer  
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Acknowledged and accepted:

BANK OF AMERICA, N.A., as Agent

By: /s/Peter Foley  
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 Name: Peter Foley  
 Title: Vice President

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 (1) Such date shall be at least five (5) Business Days following the date of this letter.

SCHEDULE I

Revolving Credit Commitments/Percentages Following Reduction

LENDER	REVOLVING CREDIT COMMITMENT	REVOLVING CREDIT COMMITMENT PERCENTAGE
Bank of America, N.A.	\$29,347,826.08	39.13044%
National City Bank, Dayton	\$16,304,347.83	21.73913%
KeyBank National Association	\$16,304,347.83	21.73913%
JPMorgan Chase Bank, N.A.	\$13,043,478.26	17.39131%
TOTAL	\$75,000,000.00	100%

