

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): May 20, 2013

Rush Enterprises, Inc.

(Exact name of registrant as specified in its charter)

Texas
(State or other jurisdiction
of incorporation)

0-20797
(Commission File Number)

74-1733016
(IRS Employer Identification No.)

555 IH-35 South, Suite 500
New Braunfels, Texas
(Address of principal executive offices)

78130
(Zip Code)

Registrant's telephone number, including area code: **(830) 626-5200**

Not Applicable

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On May 20, 2013, Rush Enterprises, Inc. (the “Company”) announced the retirement of its Founder and Chairman of the Board, W. Marvin Rush (“Marvin Rush”), age 74, effective May 20, 2013 (the “Retirement Date”). Marvin Rush will continue to serve as a member of the Board of Directors of the Company and have the title of Chairman Emeritus.

On May 20, 2013, the Company appointed W.M. “Rusty” Rush (“Rusty Rush”) as the Company’s Chairman of the Board. Rusty Rush, age 55, has served as President of the Company since 1995, Chief Executive Officer of the Company since 2006, and a director of the Company since 1996. He has overseen all day-to-day operations of the Company since 2001, when he was named the Company’s Chief Operating Officer. Rusty Rush is the son of Marvin Rush.

A subsidiary of the Company leases office space to Texstar National Bank (“Texstar”). Rusty Rush own 1.45% of Texstar’s capital stock. Since 2006, Texstar has leased office space from a subsidiary of the Company on arm’s-length terms. The current lease term expires in December 2016. The current monthly rental rate is \$12,565 and Texstar made lease payments to the Company’s subsidiary totaling \$147,108 in 2012.

A copy of the press release announcing Marvin Rush’s retirement is filed as Exhibit 99.1 to this report and is incorporated by reference herein.

In connection with Marvin Rush’s retirement, he entered into a Retirement and Transition Agreement (the “Retirement Agreement”). The Retirement Agreement provides that Marvin Rush will receive (i) retirement pay of \$8,000,000; (ii) continued participation in the Company’s group health plan for up to 48 months following his retirement; (iii) permitted use of the Company’s aircraft for personal travel for four years, up to 60 hours per year; (iv) permitted use of the Company’s ranch for four years, up to 15 days per year; (v) payment of the premiums on his term life insurance policy for four years; (vi) personal services performed by certain employees of the Company, but all costs related to these employees will be reimbursed by Marvin Rush to the Company; (vii) immediate vesting of all outstanding stock options, restricted stock awards, and restricted stock units previously granted and unvested as of the Retirement Date; (viii) the security, telecommunications and computer equipment at his personal residence, together with the maintenance, repair, continued service or replacement of such equipment as long as he serves as a director of the Company; and (ix) office space at the Company’s headquarters for his use, together with the use of an administrative assistant, for four years. The Retirement Agreement contains customary confidentiality, non-solicitation, and non-compete provisions. The Retirement Agreement also contains a release by Marvin Rush of all claims, subject to a seven-day revocation period for the Retirement Agreement.

In connection with the payment of the payments and benefits described in the Retirement Agreement, the Company expects to take a non-recurring charge to net income of approximately \$6.7 million or \$0.17 per diluted share, which will be realized principally in the second quarter of fiscal year 2013.

The foregoing description of the Retirement Agreement is qualified in its entirety by reference to the actual Retirement Agreement, a copy of which is filed herewith as Exhibit 10.1.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

Effective May 20, 2013, the Board of Directors of the Company amended and restated the Company's Bylaws (the "Restated Bylaws") to add a provision regarding the appointment, duties and rights of Chairman Emeritus, effective immediately.

The foregoing description of the Restated Bylaws is qualified in its entirety to the actual text of the Restated Bylaws, a copy of which is filed herewith as Exhibit 3.1.

Certain Forward-Looking Statements

This Current Report on Form 8-K contains forward-looking statements that involve risks and uncertainties, as well as assumptions that, if they do not fully materialize or prove incorrect, could cause the Company's results to differ materially from those expressed or implied by such forward-looking statements. Such forward-looking statements include statements related to the Company's intended executive and Board changes and the amount and timing of charges related to the payments and benefits under the Retirement Agreement. The risks and uncertainties that could cause the Company's results to differ materially from those expressed or implied by such forward-looking statements include the risk that the intended executive and Board changes, and the amount and timing of charges related to the Retirement Agreement, will not occur as currently expected, and other risks and uncertainties described more fully in the Company's filings with the Securities and Exchange Commission. All forward-looking statements in this Current Report on Form 8-K are based on information available to us as of the date hereof, and we assume no obligation to update these forward-looking statements.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
3.1	Rush Enterprises, Inc. Bylaws, as amended and restated
10.1	Retirement and Transition Agreement, dated May 20, 2013, by and between the Company and W. Marvin Rush
99.1	Press release dated May 20, 2013

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

RUSH ENTERPRISES, INC.

By: /s/ Derrek Weaver
Derrek Weaver
Senior Vice President, General Counsel and
Corporate Secretary

Dated: May 20, 2013

EXHIBIT INDEX

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**AMENDED AND RESTATED BYLAWS
OF
RUSH ENTERPRISES, INC.**

Effective as of May 20, 2013

ARTICLE I

OFFICES

1.1 The principal office of the corporation shall be located in New Braunfels, Texas.

1.2 The corporation may also have offices at such other places both within and without the State of Texas as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

2.1 Meetings of shareholders for any purpose may be held at such time and place within or without the State of Texas as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

2.2 The annual meeting of shareholders shall be held annually at such date and time as shall be designated from time to time by the board of directors and stated in the notice of meeting.

2.3 Special meetings of the shareholders for any purpose or purposes may be called by the president and shall be called by the president or secretary at the request in writing of a majority of the board of directors, or at the request in writing of shareholders owning one-tenth of all the shares entitled to vote at the meetings. Subject to Section 2.11, a request for a special meeting shall state the purpose or purposes of the proposed meeting, and business transacted at any special meeting of shareholders shall be limited to the purposes stated in the notice.

2.4 Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten nor more than fifty days before the date of the meeting, either personally or by mail, by or at the direction of the president, the secretary, or the officer or persons calling the meeting, to each shareholder of record entitled to vote at such meeting.

2.5 The holders of a majority of the shares issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the articles of incorporation. If, however, a quorum shall not be present or represented at any meeting of the shareholders, the shareholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting, provided a quorum shall be present or represented thereat, any business may be transacted which might have been transacted if the meeting had been held in accordance with the original notice thereof.

2.6 Directors shall be elected by a plurality of the votes cast by the holders of shares entitled to vote in the election of directors at a meeting of shareholders at which a quorum is present. With respect to any other question brought before a meeting at which a quorum is present, the vote of the holders of a majority of the shares entitled to vote and present in person or represented by proxy shall decide such question, unless the question is one upon which a different vote is required by law or by the articles of incorporation.

2.7 Each outstanding share shall have such voting power on each matter submitted to a vote at a meeting of shareholders as set forth in the Articles of Incorporation. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

2.8 Any action required or which may be taken at a meeting of the shareholders may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the shareholders entitled to vote with respect to the subject matter thereof.

ADVANCE NOTICE OF DIRECTOR NOMINATIONS AND SHAREHOLDER PROPOSALS

2.9 Shareholders may nominate one or more persons for election as directors at any annual meeting of shareholders or propose other business to be brought before the annual meeting of shareholders, or both, only if (a) such business is a proper matter for shareholder action, (b) the shareholder gives timely notice in proper written form of such shareholder's intention to make such nomination(s) or to propose such business, and (c) the shareholder is a shareholder of record of the corporation at the time of giving such notice and is entitled to vote at the annual meeting. The provisions of this Article II shall be the exclusive means for a shareholder to make nominations or submit other business (other than matters properly brought under Rule 14a-8 promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and included in the corporation's proxy materials) at an annual meeting of shareholders.

2.10 Without qualification, for director nominations or any other business to be properly brought before an annual meeting of shareholders, a shareholder notice shall be delivered to and received by the secretary at the principal executive offices of the corporation not later than the close of business on the 90th day, and not earlier than the close of business on the 120th day, prior to the first anniversary of the preceding year's annual meeting of shareholders; provided, however, that in the event that the date of the annual meeting has changed by more than thirty (30) days from the date of the previous year's annual meeting, notice by the shareholder to be timely must be so delivered and received not earlier than the close of business on the 120th day prior to such annual meeting and not later than the close of business on the later of (a) the 90th day prior to such annual meeting, and (b) the 10th day following the date on which public announcement of the date of such meeting is first made by the corporation. In no event shall the public announcement of an adjournment or postponement of an annual meeting commence a new time period for the giving of a shareholder notice as described above. For purposes of this Article II, "public announcement" shall mean disclosure in a press release reported by Dow Jones News Service, Associated Press or a comparable national news service, in a document publicly filed by the corporation with the Securities and Exchange Commission, or in a notice pursuant to the applicable rules of an exchange on which the corporation's securities are listed. To be in proper written form, the shareholder notice must comply with Section 2.12 below.

2.11 Only such business shall be conducted at a special meeting of shareholders as shall have been brought before the meeting pursuant to the notice of meeting. Nominations of persons for election to the Board of Directors may be made at a special meeting of shareholders at which directors are to be elected pursuant to the notice of meeting (a) by or at the direction of the Board of Directors or (b) by any shareholder of the corporation who (1) is a shareholder of record at the time of giving such notice (2) is entitled to vote at the meeting, and (3) provides timely notice as to such nomination in the proper written form. In the event the corporation calls a special meeting of shareholders for the purpose of electing one or more directors to the Board of Directors, any shareholder meeting the requirements of the previous sentence may nominate a person or persons (as the case may be), for election to such position(s) as specified in the corporation's notice of meeting, if the shareholder notice with respect to any nomination (including the completed and signed questionnaire and representation and agreement required by Section 2.15 below) shall be delivered to the secretary at the principal executive offices of the corporation not earlier than the close of business on the 90th day prior to the date of such special meeting and not later than the close of business on the later of (a) the 70th day prior to the date of such special meeting, and (b) if the first public announcement of the date of such special meeting is less than 80 days prior to the date of such special meeting, the 10th day following the day on which public announcement is first made of the date of the special meeting and of any nominees proposed by the Board of Directors to be elected at such meeting. In no event shall the public announcement of an adjournment or postponement of a special meeting commence a new time period for the giving of a shareholder notice as described above.

2.12 To be in proper written form, a shareholder notice (whether given pursuant to Section 2.3 above, Sections 2.9 and 2.10 above with respect to annual meetings or Section 2.11 above with respect to special meetings) to the secretary must be in writing and:

(a) set forth, as to the shareholder giving the notice and the beneficial owner, if any, on whose behalf the director nomination or proposal of other business is made (i) the name and address of such shareholder, as they appear on the corporation's books, and of such beneficial owner, (ii) (1) the class and number of shares of the corporation which are, directly or indirectly, owned beneficially and of record by such shareholder and such beneficial owner, (2) any option, warrant, convertible security, stock appreciation right, or similar right with an exercise or conversion privilege or a settlement payment or mechanism at a price related to any class of shares of the corporation or with a value derived in whole or in part from the value of any class of shares of the corporation, whether or not such instrument or right shall be subject to settlement in the underlying class of capital stock of the corporation or otherwise (a "Derivative Instrument") directly or indirectly owned beneficially by such shareholder or beneficial owner and any other direct or indirect economic interest held or owned beneficially by such shareholder or beneficial owner to profit or share in any profit derived from any increase or decrease in the value of shares of the corporation, (3) any proxy, contract, arrangement, understanding, or relationship pursuant to which such shareholder or beneficial owner has a right to vote any shares of any security of the corporation, (4) any short interest in any security of the corporation (for purposes of this Section 2.12, a person shall be deemed to have a short interest in a security if such person, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has the opportunity to profit or share in any profit derived from any decrease in the value of the subject security), (5) any rights to dividends on the shares of the corporation owned beneficially by such shareholder or beneficial owner that are separated or separable from the underlying shares of the corporation, (6) any proportionate interest in shares of the corporation or Derivative Instruments held, directly or indirectly, by a general or limited partnership in which such shareholder or beneficial owner is a general partner or, directly or indirectly, beneficially owns an interest in a general partner, and (7) any performance-related fees (other than an asset-based fee) that such shareholder or beneficial owner is entitled to based on any increase or decrease in the value of shares of the corporation or Derivative Instruments, if any, as of the date of such notice including, without limitation, any such interests held by members of such shareholder's or beneficial owner's immediate family sharing the same household (which information shall be updated and supplemented by such shareholder and beneficial owner (A) as of the record date, (B) ten days before the meeting, and (C) immediately prior to the commencement of the meeting), and (iii) any other information relating to such shareholder and beneficial owner that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for, as applicable, the proposal and/or for the election of directors in a contested election pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder;

(b) if the notice relates to any business other than a nomination of a director or directors that the shareholder proposes to bring before the meeting, set forth (i) a brief description of the business desired to be brought before the meeting, the reasons for conducting such business at the meeting and any material interest of such shareholder and beneficial owner, if any, in such business and (ii) a description of all agreements, arrangements and understandings between such shareholder and beneficial owner, if any, and any other person or persons (including their names) in connection with the proposal of such business by such shareholder;

(c) if the notice relates to the nomination of a director or directors, (i) set forth with respect to each nominee, (1) all information relating to such nominee that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors in a contested election pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder (including such nominee's written consent to being named in a proxy statement as a nominee and to serving as a director of the corporation if elected) and (2) a description of all direct and indirect compensation and other material monetary agreements, arrangements and understandings during the past three years, and any other material relationships, between or among such shareholder and beneficial owner, if any, and their respective affiliates and associates, or others acting in concert therewith, on the one hand, and each proposed nominee, and his or her respective affiliates and associates, or others acting in concert therewith, on the other hand, including, without limitation, all information that would be required to be disclosed pursuant to Rule 404 promulgated under Regulation S-K (or any successor rule) if the shareholder making the nomination and any beneficial owner on whose behalf the nomination is made, or any affiliate or associate thereof or person acting in concert therewith, were the "registrant" for purposes of such rule and the nominee were a director or executive officer of such registrant, and (ii) with respect to each nominee, include a completed, dated and signed written questionnaire and written representation and agreement and any other information required by Section 2.15 below.

2.13 Notwithstanding anything in the first sentence of Section 2.10 to the contrary, in the event that the number of directors to be elected to the Board of Directors of the corporation is increased and there is no public announcement by the corporation naming all of the nominees for director or specifying the size of the increased Board of Directors at least 90 days prior to the first anniversary of the preceding year's annual meeting, a shareholder notice required by Section 2.10 shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it shall be delivered to the secretary at the principal executive offices of the corporation not later than the close of business on the 10th day following the day on which such public announcement is first made by the corporation.

2.14 General.

(a) Only such persons who are nominated as directors in accordance with the procedures set forth in Sections 2.9, 2.10, 2.11, 2.12, 2.13, 2.14 and 2.15 shall be eligible to be elected at an annual or special meeting of shareholders to serve as directors and only such other business shall be conducted at an annual or special meeting of shareholders as shall have been brought before the meeting in accordance with the procedures set forth in Sections 2.9, 2.10, 2.11, 2.12, 2.13 and 2.14. Except as otherwise provided by law, the Articles of Incorporation or these Bylaws, the person presiding over the meeting shall have the power and duty to determine whether a director nomination or any other business proposed to be brought before the meeting was made or proposed, as the case may be, in accordance with the procedures set forth in Sections 2.9, 2.10, 2.11, 2.12, 2.13, 2.14 and 2.15 and, if any proposed director nomination or other business is not in compliance with Sections 2.9, 2.10, 2.11, 2.12, 2.13, 2.14 and 2.15, to declare that such defective nomination or other proposal shall be disregarded.

(b) Notwithstanding the foregoing provisions of Sections 2.9, 2.10, 2.11, 2.12, 2.13 and 2.14, a shareholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to nominations of one or more persons for election as directors or proposals of other business to be brought before an annual or special meeting of shareholders. Nothing in Sections 2.9, 2.10, 2.11, 2.12, 2.13, 2.14 and 2.15 shall be deemed to affect any rights of (i) shareholders to request inclusion of proposals in the corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act, or (ii) the holders of any series of Preferred Stock if and to the extent provided for under law, the Articles of Incorporation or these Bylaws.

2.15 To be eligible to be a nominee for election as a director of the corporation, the nominee must deliver (in accordance with the time periods prescribed for delivery of notice under Sections 2.10, 2.11 and 2.13) to the secretary at the principal executive offices of the corporation a written questionnaire with respect to the background and qualification of such nominee and the background of any other person or entity on whose behalf the nomination is being made (which form of questionnaire shall be provided by the secretary upon written request) and a written representation and agreement (in the form provided by the secretary upon written request) that such nominee (a) is not and will not become a party to (i) any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity as to how such nominee, if elected as a director of the corporation, will act or vote on any issue or question (a "Voting Commitment") that has not been previously disclosed in writing to the corporation or (ii) any Voting Commitment that could limit or interfere with such nominee's ability to comply, if elected as a director of the corporation, with such nominee's fiduciary duties under applicable law, (b) is not and will not become a party to any agreement, arrangement or understanding with any person or entity other than the corporation with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a director that has not been previously disclosed in writing to the corporation, and (c) in such nominee's individual capacity and on behalf of any person or entity on whose behalf the nomination is being made, would be in compliance, if elected as a director of the corporation, and will comply with all applicable corporate governance, conflict of interest, confidentiality and stock ownership and trading policies and guidelines of the corporation. The corporation may also require such nominee to furnish such other information as may reasonably be required by the corporation to determine the eligibility of such nominee to serve as an independent director of the corporation or that could be material to a reasonable shareholder's understanding of the independence, or lack thereof, of such nominee.

ARTICLE III

DIRECTORS

3.1 The number of directors which shall constitute the whole board of directors shall be not less than one. Such number of directors shall from time to time be fixed and determined by the directors and shall be set forth in the notice of any meeting of shareholders held for the purpose of electing directors. The directors shall be elected at the annual meeting of shareholders, except as provided in Section 3.2, and each director elected shall hold office until his successor shall be elected and qualify. Directors need not be residents of Texas or shareholders of the corporation.

3.2 Any vacancy occurring in the board of directors may be filled by a majority of the remaining directors though less than a quorum of the board of directors. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

3.3 The number of directors may be increased or decreased from time to time as provided in these bylaws but no decrease shall have the effect of shortening the term of any incumbent director. Any directorship to be filled by reason of an increase in the number of directors shall be filled by election at an annual or special meeting of shareholders.

3.4 Any director may be removed either for or without cause at any special meeting of shareholders duly called and held for such purpose.

3.5 The board of directors may award the honorary title of Chairman Emeritus to a former Chairman of the Board in recognition of his past distinguished service and contributions to the corporation. The Chairman Emeritus shall serve at the pleasure of the board of directors and shall not have any rights, powers or privileges in his capacity as Chairman Emeritus. The Chairman Emeritus shall perform such duties as may be assigned by the board of directors from time to time. The Chairman Emeritus shall not be entitled to receive any compensation for his services to the board of directors as Chairman Emeritus.

MEETINGS OF THE BOARD OF DIRECTORS

3.6 Meetings of the board of directors, regular or special, may be held either within or without the State of Texas.

3.7 The first meeting of each newly elected board of directors shall be held at such time and place as shall be fixed by the vote of the shareholders at the annual meeting and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present. In the event that the shareholders fail to fix the time and place of such first meeting, it shall be held without notice immediately following the annual meeting of shareholders, and at the same place, unless by the unanimous consent of the directors then elected and serving such time or place shall be changed.

3.8 Regular meetings of the board of directors may be held upon such notice, or without notice, and at such time and at such place as shall from time to time be determined by the board.

3.9 Special meetings of the board of directors may be called by the chairman of the board of directors or the president and shall be called by the secretary on the written request of two directors. Notice of each special meeting of the board of directors shall be given to each director at least 24 hours before the time of the meeting.

3.10 Attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Except as may be otherwise provided by law or by the articles of incorporation or by the bylaws, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board of directors need be specified in the notice or waiver of notice of such meeting.

3.11 At all meetings of the board of directors a majority of the directors shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the board of directors, unless otherwise specifically provided by law, the articles of incorporation or the bylaws. If a quorum shall not be present at any meeting of directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

3.12 The board of directors, by resolution passed by a majority of the full board, may from time to time designate a member or members of the board to constitute committees, including an executive committee, which shall in each case consist of one or more directors and shall have and may exercise such powers, as the board may determine and specify in the respective resolutions appointing them. A majority of all the members of any such committee may determine its action and fix the time and place of its meetings, unless the board of directors shall otherwise provide. The board of directors shall have power at any time to change the number, subject as aforesaid, and members of any such committee, to fill vacancies and to discharge any such committee.

3.13 Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all the members of the board of directors or committee, as the case may be.

3.14 Members of the board of directors or members of any committee designated by the board may participate in and hold a meeting of such board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this provision shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

3.15 By resolution of the board of directors, the directors may be paid their expenses, if any, of attendance at each meeting of the board of directors and may be paid a fixed sum for attendance at each meeting of the board of directors or a stated salary as director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

ARTICLE IV

NOTICES

4.1 Any notice to directors or shareholders shall be in writing and shall be delivered personally or mailed to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Notice to directors may also be given by telegram.

4.2 Whenever any notice is required to be given under the provisions of the statutes or of the articles of incorporation or of these bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE V

OFFICERS

5.1 The officers of the corporation shall include a president and a secretary. The board of directors may appoint such other officers and agents as it deems necessary or advisable, including, without limitation, a chief executive officer, a chairman of the board, a vice chairman of the board, a treasurer, one or more vice presidents (which may be designated executive vice presidents or senior vice presidents), and one or more assistant vice presidents, assistant secretaries and assistant treasurers. Any two or more offices may be held by the same person. Each officer shall exercise such powers and perform such duties as provided hereinafter or as determined by the board of directors. No officer shall execute, acknowledge, verify or countersign any instrument on behalf of the corporation in more than one capacity, if such instrument is required by law, by these bylaws or by any act of the corporation to be executed, acknowledged, verified or countersigned by two or more officers. The chairman and vice chairman of the board shall be elected from among the directors. With the foregoing exceptions, none of the other officers need be a director, and none of the officers need be a shareholder of the corporation.

5.2 The officers of the corporation shall be elected annually by the board of directors at its first regular meeting held after the annual meeting of shareholders or as soon thereafter as conveniently possible. Each officer shall hold office until his successor shall have been chosen and shall have qualified or until his death or the effective date of his resignation or removal, or until he shall cease to be a director in the case of the chairman and vice chairman.

5.3 Any officer or agent elected or appointed by the board of directors may be removed without cause by the affirmative vote of a majority of the board of directors whenever, in its judgment, the best interests of the corporation shall be served thereby, but such removal shall be without prejudice to the contractual rights, if any, of the person so removed. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.4 Any vacancy occurring in any office of the corporation by death, resignation, removal or otherwise, may be filled by the board of directors for the unexpired portion of the term.

5.5 The salaries of all officers and agents of the corporation shall be fixed by the board of directors or pursuant to its direction; and no officer shall be prevented from receiving such salary by reason of his also being a director.

5.6 The chairman of the board (if such officer is appointed by the board of directors) shall preside at all meetings of the board of directors or of the shareholders of the corporation. In the chairman's absence, such duties shall be attended to by the vice chairman of the board (if such officer is appointed by the board of directors). The chairman shall formulate and submit to the board of directors or the executive committee matters of general policy for the corporation and shall perform such other duties as usually appertain to the office or as may be prescribed by the board of directors or the executive committee.

5.7 The chief executive officer (if such officer is appointed by the board of directors) shall, subject to the control of the board of directors, supervise and control the business and affairs of the corporation, and shall see that all orders and resolutions of the board of directors and the executive committee are carried into effect. He shall have all powers and duties of supervision and management usually vested in the general manager of a corporation, including the power to appoint and remove subordinate officers, agents and employees, except those elected or appointed by the board of directors. In the absence of the chairman of the board or the vice chairman of the board (if such officer is appointed by the board of directors), the chief executive officer shall preside at all meetings of the board of directors and of the shareholders. He may also preside at any such meeting attended by the chairman or vice chairman of the board if he is so designated by the chairman, or in the chairman's absence, by the vice chairman. The chief executive officer shall keep the board of directors and the executive committee fully informed and shall consult with them concerning the business of the corporation. He shall also perform such other duties as may be prescribed by the shareholders, the board of directors or the executive committee.

5.8 If no chief executive officer is appointed by the board of directors, the president shall be the chief executive officer of the corporation. Subject to the control of the board of directors and the chief executive officer (if such officer is appointed by the board of directors), the president shall in general supervise and control the business and affairs of the corporation. In the absence of the chairman of the board, the vice chairman of the board and the chief executive officer (if such officers are appointed by the board of directors), the president shall preside at all meetings of the board of directors and of the shareholders. He may also preside at any such meeting attended by the chairman or vice chairman of the board or the chief executive officer if he is so designated by the chairman, or in the chairman's absence, by the vice chairman, or in the vice chairman's absence, by the chief executive officer. Subject to the control of the chief executive officer (if such officer is appointed by the board of directors), the president shall have the power to appoint and remove subordinate officers, agents and employees, except those elected or appointed by the board of directors. The president shall keep the board of directors and the executive committee fully informed and shall consult with them concerning the business of the corporation. He may sign with the secretary or any other officer of the corporation thereunto authorized by the board of directors, certificates for shares of the corporation and any deeds, bonds, mortgages, contracts, checks, notes, drafts or other instruments which the board of directors has authorized to be executed, except in cases where the signing and execution thereof has been expressly delegated by these bylaws or by the board of directors to some other officer or agent of the corporation, or shall be required by law to be otherwise executed. He shall vote, or give a proxy to any other officer of the corporation to vote, all shares of stock of any other corporation standing in the name of the corporation and in general he shall perform all other duties normally incident to the office of president and such other duties as may be prescribed by the shareholders, the board of directors or the executive committee.

5.9 If one or more vice presidents are appointed by the board of directors, in the absence of the president, or in the event of his inability or refusal to act, the executive vice president (or in the event there shall be no vice president designated executive vice president, any vice president designated by the board of directors) shall perform the duties and exercise the powers of the president. Any vice president may sign, with the secretary or assistant secretary, certificates for shares of the corporation. The vice presidents shall perform such other duties as from time to time may be assigned to them by the president, the board of directors or the executive committee.

5.10 The secretary shall (a) keep the minutes of the meetings of the shareholders, the board of directors and committees of directors; (b) see that all notices are duly given in accordance with the provisions of these bylaws and as required by law; (c) be custodian of the corporate records and of the seal of the corporation, and see that the seal of the corporation or a facsimile thereof is affixed to all certificates for shares prior to the issue thereof and to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these bylaws; (d) keep or cause to be kept a register of the post office address of each shareholder which shall be furnished by such shareholder; (e) sign with the president, or an executive vice president or vice president, certificates for shares of the corporation, the issue of which shall have been authorized by resolution of the board of directors; (f) have general charge of the stock transfer books of the corporation; and (g) in all duties normally incident to the office of secretary and such other duties as from time to time may be assigned to him by the president, the board of directors or the executive committee.

5.11 If a treasurer is appointed by the board of directors, the board of directors may require that the treasurer give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the board of directors shall determine. He shall (a) have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for moneys due and payable to the corporation from any source whatsoever and deposit all such moneys in the name of the corporation in the corporation's banks, trust companies or other depositories; (b) prepare, or cause to be prepared, for submission at each regular meeting of the board of directors, at each annual meeting of the shareholders, and at such other times as may be required by the board of directors, the president or the executive committee, a statement of financial condition of the corporation in such detail as may be required; and (c) in general, perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the president, the board of directors or the executive committee.

5.12 The assistant secretaries and assistant treasurers (if such officers are appointed by the board of directors) shall, in general, perform such duties as shall be assigned to them by the secretary or the treasurer, respectively, or by the president, the board of directors or the executive committee. The assistant secretaries and assistant treasurers shall, in the absence of the secretary or treasurer, respectively, perform all functions and duties which such absent officers may delegate, but such delegation shall not relieve the absent officer from the responsibilities and liabilities of his office. The assistant secretaries may sign, with the president or a vice president, certificates for shares of the corporation, the issue of which shall have been authorized by a resolution of the board of directors. The assistant treasurers shall respectively, if required by the board of directors, give bonds for the faithful discharge of their duties in such sums and with such sureties as the board of directors shall determine.

ARTICLE VI

CERTIFICATES REPRESENTING SHARES

6.1 The shares of the corporation shall be represented by certificates or may be uncertificated. Any shares of the corporation represented by certificates shall be signed by the president or a vice president and the secretary or an assistant secretary of the corporation, and may be sealed with the seal of the corporation or a facsimile thereof.

6.2 Within a reasonable time after the issuance or transfer of uncertificated stock, the corporation shall send to the registered owner of the uncertificated shares a written notice that sets forth all of the information required by Article 2.19 of the Texas Business Corporation Act.

6.3 The signatures of the president or vice president and the secretary or assistant secretary upon any certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the corporation itself or an employee of the corporation. In case any officer who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer before the certificate is issued, it may be issued by the corporation with the same effect as if he were such officer at the date of its issue.

LOST CERTIFICATES

6.4 The board of directors may direct a new certificate to be issued in place of any certificate theretofore issued by the corporation alleged to have been lost or destroyed. When authorizing the issue of a new certificate, the board of directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient and may require such indemnities as it deems adequate to protect the corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

6.5 Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, a new certificate may be issued to the person entitled thereto and the old certificate canceled and the transaction recorded upon the books of the corporation.

6.6 Notwithstanding anything to the contrary in these bylaws, the corporation shall not be required to issue a new certificate, or any certificate at all, if the corporation has determined that such shares shall be uncertificated.

CLOSING OF TRANSFER BOOKS

6.7 For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders, or any adjournment thereof, or entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other proper purpose, the board of directors may provide that the stock transfer books shall be closed for a stated period but not to exceed, in any case, fifty days. If the stock transfer books shall be closed for the purpose of determining shareholders entitled to notice of or to vote at a meeting of shareholders, such books shall be closed for at least ten days immediately preceding such meeting. In lieu of closing the stock transfer books, the board of directors may fix in advance a date as the record date for any such determination of shareholders, such date in any case to be not more than fifty days and, in case of a meeting of shareholders, not less than ten days prior to the date on which the particular action, requiring such determination of shareholders, is to be taken. If the stock transfer books are not closed and no record date is fixed for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders, or shareholders entitled to receive payment of a dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the board of directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of shareholders. When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this section, such determination shall be applied to any adjournment thereof except where the determination has been made through the closing of the stock transfer books and the stated period of closing has expired.

REGISTERED SHAREHOLDERS

6.8 The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Texas.

LIST OF SHAREHOLDERS

6.9 The officer or agent having charge of the transfer books for shares shall make, at least ten days before each meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, with the address of each and the number of shares held by each, which list, for a period of ten days prior to such meeting, shall be kept on file at the registered office of the corporation and shall be subject to inspection by any shareholder at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting. The original share ledger or transfer book, or a duplicate thereof, shall be prima facie evidence as to who are the shareholders entitled to examine such list or share ledger or transfer book or to vote at any meeting of the shareholders.

ARTICLE VII

GENERAL PROVISIONS

DIVIDENDS

7.1 Subject to the provisions of the articles of incorporation relating thereto, if any, dividends may be declared by the board of directors, in its discretion, at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in the corporation's own shares, subject to any provisions of the articles of incorporation.

7.2 Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve fund for meeting contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the directors shall think conducive to the interest of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

CHECKS

7.3 All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

FISCAL YEAR

7.4 The fiscal year of the corporation shall be fixed by resolution of the board of directors.

7.5 The corporate seal shall be in such form as may be prescribed by the board of directors. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

BOOKS AND RECORDS

7.6 The corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its shareholders and board of directors, and shall keep at its registered office or principal place of business, or at the office of its transfer agent or registrar, a record of its shareholders, giving the names and addresses of all shareholders and the number and class of the shares held by each.

ARTICLE VIII

INDEMNIFICATION OF DIRECTORS AND OFFICERS

Article 2.02-1 of the Texas Business Corporation Act (the "Article") permits the corporation to indemnify its present and former directors and officers to the extent and under the circumstances set forth therein. In addition, in some instances, indemnification is required by the Article. The corporation hereby elects to and does hereby indemnify the following persons to the fullest extent permitted or required by the Article promptly upon request of any such person making a request for indemnity hereunder: (a) any person who is or was a director or officer of the corporation; (b) any person who while a director or officer of the corporation, is or was serving at the request of the corporation as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise; and (c) any person who is not or was not a director or officer of the corporation but who is or was serving at the request of the corporation as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise. Such obligation to so indemnify and to so make such determinations may be specifically enforced by resort to any court of competent jurisdiction. Further, the corporation shall pay or reimburse the reasonable expenses of such persons covered hereby in advance of the final disposition of any proceeding to the fullest extent permitted by the Article and subject to the conditions thereof. If the Texas Business Corporation Act or any other applicable Texas statute is hereafter amended to authorize a corporation to further indemnify the above described persons, the corporation shall, in addition to the indemnification provided herein, indemnify such persons to the fullest extent permitted or required under such amended act or statute. Any repeal or modification of this Article VIII by the directors or shareholders of the corporation shall be prospective only, and shall not adversely affect any indemnity obligation existing hereunder at the time of such repeal or modification.

ARTICLE IX

AMENDMENTS

These bylaws may be altered, amended, or repealed or new bylaws may be adopted by a majority of the whole board of directors at any regular or special meeting.

RETIREMENT AND TRANSITION AGREEMENT

Rush Enterprises, Inc. (the "Company") and W. Marvin Rush ("Marvin Rush") agree as follows:

1. **Retirement; Chairman Emeritus Position.** Subject to the other terms and conditions of this Agreement, Marvin Rush desires to retire from the Company, and the Company desires to accept such retirement. Marvin Rush's retirement date and last day of employment and service as an executive officer of the Company, and as an employee and/or director of all subsidiaries and affiliates of the Company, is May 20, 2013 (the "Retirement-Transition Date"). As of the Retirement-Transition Date, the Board of Directors of the Company (the "Board") will give Marvin Rush the newly created honorary title of "Chairman Emeritus." As Chairman Emeritus, Marvin Rush will serve at the pleasure of the Board and will not be entitled to receive any retainer or other compensation for his services to the Board as Chairman Emeritus; provided, however, for so long as Marvin Rush serves as a director of the Company, he will be entitled to receive compensation that is commensurate with that received by the Company's other non-management directors, as such compensation may be adjusted from time to time; provided further that for the remainder of 2013 Marvin Rush will only be entitled to the following director compensation: (i) a pro rata retainer for the period June 1, 2013 to December 31, 2013 of \$17,500, which amount will be paid by the Company to Marvin Rush in lump sum on June 1, 2013, (ii) the personal use of a new Company-owned vehicle (the value of which may not exceed \$75,000) or, alternatively, at Marvin Rush's election, a \$1,500 monthly car allowance, and (iii) automobile insurance under the Company's fleet insurance policy for the Company-owned automobile used by Marvin Rush or the automobile Marvin Rush uses in place of a Company-owned vehicle. For the avoidance of doubt, Marvin Rush will not be entitled to any stock awards for his service on the Board for the remainder of 2013.

2. **Retirement-Transition Consideration.** In consideration for Marvin Rush signing this Retirement and Transition Agreement (this "Agreement") and complying with the promises made herein, the Company will provide the following payments and benefits:

a. **Retirement Pay.** Marvin Rush will be entitled to cash severance of Eight Million Dollars and no/100 cents (\$8,000,000.00) (the "Retirement Pay"). The Retirement Pay will be paid to Marvin Rush by the Company as follows: (i) a payment of \$7,200,000 on June 1, 2013 and (ii) the remaining balance of the Retirement Pay will be paid in four equal installments of \$200,000 on each of June 1, 2014, June 1, 2015, June 1, 2016 and June 1, 2017. In the event of Marvin Rush's death prior to June 1, 2017, (1) the Company will remit any remaining unpaid Retirement Pay payments as they become due to Marvin Rush's estate or other beneficiary he has during his lifetime directed the Company in writing to pay such payments, or otherwise directed by the appropriate probate court upon evidence reasonably satisfactory to the Company as to the proper party to receive such payments, and (2) all other payments and benefits provided for in this Agreement will terminate without any further consideration being paid to Marvin Rush or his estate, beneficiaries, heirs, or legal representatives.

b. **Health Insurance.** Marvin Rush may elect to continue participating in the group health plan sponsored by the Company at the same benefit levels as are available for executive level employees, including spousal and dependent coverage, at the Company's expense until the earlier of (i) forty-eight (48) months following the Retirement-Transition Date, or, if such coverage cannot be provided by the group health plan sponsored by the Company or under applicable law, the Company will reimburse Marvin Rush and/or any spouse or dependents that elects COBRA coverage under the Company's group health plan for the full amount of any COBRA premiums paid during the 48-month period, subject to the rules regarding such reimbursements under Section 409A of the Internal Revenue Code of 1986, and the regulations and guidance promulgated thereunder ("Section 409A") or (ii) Marvin Rush's death. This continuation coverage shall be in lieu of coverage under COBRA.

c. **Company Aircraft.** For a period of four (4) years following the Retirement-Transition Date, Marvin Rush will be permitted to use (at no cost to Marvin Rush, other than any income tax obligations as set forth below) the Company's owned or leased aircraft for personal travel for up to sixty (60) hours per year (determined based on the anniversary of the Retirement-Transition Date), provided that the request for use of the aircraft is made reasonably in advance and subject to the Company's reasonable discretion based on the Company's anticipated aircraft needs. Up to fifteen (15) unused hours per year (determined based on the anniversary of the Retirement-Transition Date) may be rolled over to the next year; provided that all hours must be used prior to the expiration of the four-year anniversary of the Retirement-Transition Date. For the avoidance of doubt, under no circumstances may Marvin Rush use the Company's owned or leased aircraft for personal travel more than seventy-five (75) hours in any year (determined based on the anniversary of the Retirement-Transition Date). Marvin Rush's use of the Company's owned or leased aircraft will be subject to reasonable rules of use adopted by the Company from time to time during such period generally applicable to the Company's executive officers. If during such four-year period the Company no longer owns or leases any aircraft, Marvin Rush's rights, and the Company's obligations, under this paragraph will terminate without any further consideration being paid to Marvin Rush. Marvin Rush will not be charged for the air travel benefits provided to him pursuant to this paragraph, but Marvin Rush hereby agrees and understands that such benefits may be taxable to him and that any such taxes will be his personal obligation.

d. **Company Ranch.** For a period of four (4) years following the Retirement-Transition Date, Marvin Rush will be permitted to use the Company's ranch for personal use for up to fifteen (15) days per year (determined based on the anniversary of the Retirement-Transition Date), on a basis consistent with prior practices of Marvin Rush and the Company concerning his use of the ranch, provided that the ranch is available for use as requested, such availability not to be unreasonably restricted. Marvin Rush's use of the Company's ranch will be subject to reasonable rules of use adopted by the Company from time to time during such period generally applicable to the Company's executive officers. If during such four-year period the Company no longer owns a ranch, Marvin Rush's rights, and the Company's obligations, under this paragraph will terminate without any further consideration being paid to Marvin Rush. Marvin Rush will not be charged for the use of the Company's ranch provided to him pursuant to this paragraph, but Marvin Rush hereby agrees and understands that such benefits may be taxable to him and that any such taxes will be his personal obligation.

e. **Life Insurance Policies.** For a period of four (4) years following the Retirement-Transition Date, the Company will continue to pay the premiums on Marvin Rush's term life insurance policies that are maintained through NADA Insurance, Account Number 41024.

f. **Certain Personnel.** For a period of four (4) years following the Retirement-Transition Date, certain employees of the Company who currently perform personal services exclusively for Marvin Rush (or any replacements for such employees) may continue to perform such services, but all costs related to these employees and their replacements (including, without limitation, (i) salaries, (ii) employment taxes, (iii) health insurance premiums, and (iv) claims, costs and out-of-pockets expenses incurred under the Company's medical and worker's compensation self-insurance program) will be reimbursed by Marvin Rush to the Company on a monthly basis.

g. **Equity Awards.** Effective as of the Effective Date, the Company will vest all of Marvin Rush's outstanding stock options, restricted stock awards, and restricted stock units ("RSUs") that are unvested as of the Effective Date. Under the terms of various award agreements pursuant to which such options were granted, such options will remain exercisable following the Retirement-Transition Date for the respective periods specified in such award agreements. All shares payable upon settlement of the restricted stock awards and RSUs shall be delivered (including through a certificateless book-entry issuance) as soon as administratively practicable after the Effective Date, but in all cases, no later than thirty (30) days following the Effective Date. Unless, prior to the Effective Date, Marvin Rush delivers a check to the Company sufficient to satisfy required tax withholding, the Company shall withhold and sell a number of shares having a market value equal to the minimum amount of taxes required to be withheld.

h. **Certain Property.** Marvin Rush may retain the security, telecommunications and computer equipment (collectively, the "Equipment") at Marvin Rush's personal residence; and so long as Marvin Rush serves on the Board, the Company agrees that any expenses, costs, charges or other amounts related to the maintenance, repair, continued service, or replacement of the Equipment will be paid by the Company.

i. **Office Space and Administrative Support.** For a period of four (4) years following the Retirement-Transition Date, the Company will provide Marvin Rush (i) a comparable office located at 555 IH-35 South, New Braunfels, Texas 78130 and (ii) use of an administrative assistant, who will provide Marvin Rush support consistent with his current level of needs.

All of the remuneration described above in this Section 2 will be subject to lawful deductions and withholding for taxes and benefits. Notwithstanding any other provision in this Agreement to the contrary, the payments and benefits set forth in this Section 2 are also expressly conditioned upon Marvin Rush's continuing compliance with the covenants set forth in this Agreement, including, without limitation, Section 8 below and Exhibit A hereto.

It is agreed and understood by the parties that following the Retirement-Transition Date, Marvin Rush will not be entitled to any compensation, severance, benefits, perquisites, or other payments other than (i) those payments and benefits as set forth in Section 1 and Section 2 above and (ii) any vested benefits under the Company's 401(k) Plan.

3. **Execution of this Agreement.** Marvin Rush understands and agrees that he will not receive the payments and/or benefits specified in Section 2 above unless (a) he executes this Agreement, (b) this Agreement becomes effective pursuant to Section 5 below, and (c) he fulfills all of his promises contained in this Agreement (including Exhibit A hereto). Marvin Rush acknowledges and agrees that (i) the payments described above are in full satisfaction of all amounts payable to Marvin Rush, (ii) Marvin Rush is entitled to no other severance payments, benefits or amounts under any other employment or severance plan, agreement or arrangement, or otherwise, including, without limitation, the Rush Enterprises, Inc. Executive Transition Plan (the "Executive Transition Plan"), and (iii) Marvin Rush's participation in each such plan, agreement or arrangement is terminated with no further rights with respect thereto. Notwithstanding anything in this Section 3 to the contrary, Marvin Rush is entitled to any vested benefits under the Company's 401(k) Plan. Marvin Rush further acknowledges that the payments described in Section 2 above are not required by the Company policies and procedures and constitute value to which Marvin Rush is not already entitled.

4. **Consideration Period.** Because the arrangements discussed in this Agreement affect important rights and obligations, Marvin Rush is advised to consult with an attorney before agreeing to the terms set forth herein. Marvin Rush has twenty-one (21) days from May 10, 2013 within which to consider this Agreement, and Marvin Rush may take as much of that time as Marvin Rush wishes before signing. If Marvin Rush decides to accept the benefits offered herein, Marvin Rush must sign this Agreement on or before the expiration of the 21-day period and return it promptly to the attention of Derrek Weaver at Rush Enterprises, Inc., 555 IH-35 South, Suite 500, New Braunfels, Texas 78130, Facsimile: (830) 626-5307. Marvin Rush and the Company agree that any changes negotiated by the parties shall not re-start the consideration period.

5. **Revocation.** Marvin Rush may revoke this Agreement for a period of seven (7) calendar days following the day that Marvin Rush signs this Agreement. If Marvin Rush decides to revoke this Agreement, Marvin Rush must deliver to the Company (at the address set forth above in Section 4) a signed notice of revocation stating Marvin Rush's intention to revoke the Agreement on or before the last day of this seven-day period. No rights or obligations contained in this Agreement shall become enforceable before the end of the seven-day revocation period. Upon delivery of a timely notice of revocation to the Company, this Agreement shall be canceled and void, and neither Marvin Rush nor the Company shall have any rights or obligations arising under it. This Agreement shall become effective on the eighth (8th) day after it is signed (the "Effective Date") if it has not been timely revoked by Marvin Rush as described above. No payments under Section 2 shall be payable prior to the Effective Date. Any payments that become due and would have been paid between Marvin Rush's Retirement-Transition Date and the Effective Date shall be paid on the first normal payroll date after the Effective Date.

6. **General Release of Claims.**

a. In consideration of this arrangement stated above, Marvin Rush releases and waives all claims for loss, damage or injury arising from or relating to the following (each, a "Claim"): (i) the employment of Marvin Rush by the Company including the cessation of employment, (ii) employment discrimination in violation of the Age Discrimination in Employment Act, (iii) employment discrimination in violation of Title VII of the Civil Rights Act of 1964, (iv) other violations of federal, state or local statutes, ordinances, regulations, rules, decisions or laws, (v) retaliation under the whistleblower provisions of Section 806 of the Sarbanes Oxley Act of 2002 or any other anti-retaliation law, (vi) failure to act in good faith and deal fairly, (vii) injuries, illness or disabilities, (viii) exposure to toxic or hazardous materials, (ix) stress, anxiety or mental anguish, (x) discrimination on the basis of sex, race, religion, national origin or another basis, (xi) sexual harassment, (xii) defamation, (xiii) breach of an expressed or implied employment contract, (xiv) compensation or reimbursement, (xv) unfair employment practices, and (xvi) any act or omission by or on behalf of the Company.

b. The Claims released and waived by Marvin Rush are those arising before the Effective Date, whether known, suspected, unknown or unsuspected, and include: (i) those for reinstatement, (ii) those for actual, consequential, punitive or special damages, (iii) those for attorneys' fees, costs, experts' fees and other expenses of investigating, litigating or settling Claims, and (iv) those against the Company and/or the Company's subsidiaries, affiliates, employees, officers, directors, agents and contractors.

c. Marvin Rush does not release or waive (i) any rights that may not by law be waived, (ii) Marvin Rush's right to recovery under health, life or disability policies covering Marvin Rush, or (iii) the right to recovery for breach of this Agreement by the Company.

d. Marvin Rush agrees to not sue the Company for any released Claim.

7. **Indemnification and Professional Insurance.** Marvin Rush is entitled to indemnification against all losses and expenses (including reasonable attorneys' fees and expenses) in connection with any claim arising out of or related to his services as an employee, officer or director (including Chairman Emeritus) of the Company and its subsidiaries to the fullest extent of coverage permitted any employee or officer under the terms of the Company's Amended and Restated Bylaws, the Company's Restated Articles of Incorporation, the Company's insurance plan contracts (including both Directors and Officers insurance coverage) and his indemnification agreement with the Company. During his term as Chairman Emeritus, or other service on the Board, the Company will include Marvin Rush under its Directors and Officers insurance coverage.

8. **Restrictive Covenants.**

a. In consideration of this arrangement stated above, which is agreed to be in substitution for consideration described in the Executive Transition Plan and provided to Marvin Rush at his retirement even though not otherwise required under the Executive Transition Plan, Marvin Rush agrees to continue to abide by the confidentiality and post-employment restrictive covenants set forth in, and for the duration thereof as is set forth in, Exhibit A of this Agreement, which are the same confidentiality and post-employment restrictive covenants that were set forth on Exhibit B of said Executive Transition Plan. The consideration received in connection with Marvin Rush's participation in the Executive Transition Plan in the past and under this Agreement are acknowledged to be for the purpose of protecting and furthering the goodwill of the Company, including, but not limited to, Secret and Confidential Information. For purposes of Exhibit A, the terms (i) "Participant" as used therein shall mean Marvin Rush, (ii) "Plan" as used therein shall mean this Agreement, and (iii) "Deemed Severance Period" as used therein shall mean forty-eight (48) months following the Retirement-Transition Date.

b. The Company and Marvin Rush both acknowledge that it is intended that, to the extent any restriction in this Agreement, including this Section 8 and Exhibit A hereto, is found to be overbroad, a court may modify it and enforce it to the fullest extent allowed by law.

9. **Injunctive Relief.** Marvin Rush acknowledges that he has rendered services to the Company that are of a special and unusual character and that have a unique value to the Company, the loss of which cannot adequately be compensated by damages in an action at law. Marvin Rush further acknowledges that any breach of the terms of this Agreement, including, without limitation, Section 8 above and Exhibit A hereto, would result in material damage to the Company, although it might be difficult to establish the monetary value of the damage. Marvin Rush therefore agrees that the Company, in addition to any other rights and remedies available to it, shall be entitled to obtain an immediate injunction (whether temporary or permanent) from any court of appropriate jurisdiction in the event of any such breach thereof by Marvin Rush, or threatened breach which the Company in good faith believes will or is likely to result in irreparable harm to the Company. The existence of any claim or cause of action by Marvin Rush against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of Marvin Rush's agreement under this Section 9, Section 8 above, and Exhibit A hereto.

10. **Public Filings and Publicity.** The Company shall make such filings with the Securities and Exchange Commission as shall be required by law, and shall issue a press release announcing Marvin Rush's retirement and transition to his new role as Chairman Emeritus. The form of such filings and any press releases shall be determined by the Company in its reasonable discretion, but the Company will consult with Marvin Rush and share any applicable filings or releases related to the announcement of his retirement with him prior to their filing or release.

11. **Governing Law and Interpretation.** This Agreement shall be governed by and conformed in accordance with the laws of the State of Texas without regard to its conflict of laws provision. In the event Marvin Rush breaches any provision of this Agreement, Marvin Rush and the Company affirm that the Company may institute an action to specifically enforce any term or terms of this Agreement. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding Section 8 above and Exhibit A hereto, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.

12. **No Admission of Wrongdoing.** The parties agree that neither this Agreement nor the furnishing of the consideration for this Agreement shall be deemed or construed at any time for any purpose as an admission by either party of any liability or unlawful conduct of any kind.

13. **Amendment.** This Agreement may not be modified, altered or changed except upon express written consent of Marvin Rush and the Company.

14. **Not a Contract of Employment.** The terms and conditions of this Agreement shall not be deemed to constitute a contract of employment between Marvin Rush and the Company. Nothing in this Agreement shall be deemed to give Marvin Rush the right to be retained in the employ or other service of the Company.

15. **Section 409A.**

a. In order to ensure compliance with Section 409A of the Internal Revenue Code of 1986, and the regulations and guidance promulgated thereunder ("Section 409A"), the provisions of this Section 15 will in all cases govern over any contrary or conflicting provision in this Agreement.

b. It is the intent of this Agreement to comply with the requirements of Section 409A. This Agreement and any ambiguities in this Agreement will be interpreted and administered to comply with these requirements. The parties intend that no payment pursuant to this Agreement shall give rise to any adverse tax consequences to either party pursuant to Section 409A; however, Marvin Rush acknowledges that the Company does not guarantee any particular tax treatment and that he is solely responsible for any taxes owed as a result of payments made pursuant to this Agreement.

c. Consistent with the requirements of Section 409A, to the extent that any reimbursement or in-kind benefit provided to Marvin Rush under Section 2 is taxable, unless stated otherwise (i) reimbursements and in-kind benefits will be provided only for the periods expressly provided in Section 2, (ii) the expenses eligible for reimbursement or the in-kind benefits provided in any given calendar year will not affect the expenses eligible for reimbursement or the in-kind benefits provided in any other calendar year, (iii) the reimbursement of an eligible expense must be made no later than the last day of the calendar year following the calendar year in which the expense was incurred, and (iv) the right to reimbursements or in-kind benefits cannot be liquidated or exchanged for any other benefit.

d. With respect to payments payable under Section 2, each payment that may be subject to Section 409A is considered a separate payment within the meaning of the final regulations under Section 409A.

16. **Entire Agreement.** This Agreement (including Exhibit A hereto) sets forth the entire agreement between the parties hereto, and fully supersedes any prior agreements or understandings between the parties. Marvin Rush and the Company agree that Exhibit A is incorporated by reference into and made a part of this Agreement for all purposes. Marvin Rush acknowledges that he has not relied on any representations, promises, or agreements of any kind made to him in connection with his decision to accept this Agreement, except for those set forth in this Agreement. No provisions of this Agreement are intended, nor shall be interpreted, to provide or create any third party beneficiary rights or any other rights of any kind in any person or entity not a party hereto unless specifically provided otherwise herein.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

MARVIN RUSH HAS BEEN ADVISED THAT HE HAS UP TO TWENTY-ONE (21) CALENDAR DAYS TO REVIEW THIS AGREEMENT AND HAS BEEN ADVISED IN WRITING TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTION OF THIS AGREEMENT. MARVIN RUSH AGREES THAT HE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO ITS TERMS AND CONDITIONS FREELY AND VOLUNTARILY.

HAVING ELECTED TO EXECUTE THIS AGREEMENT, TO FULFILL THE PROMISES AND TO RECEIVE THE SUMS AND BENEFITS IN SECTION 2 ABOVE, MARVIN RUSH FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS AGREEMENT INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS, KNOWN OR UNKNOWN, THAT HE HAS AGAINST THE COMPANY.

IN WITNESS WHEREOF, the parties hereto knowingly and voluntarily executed this Retirement and Transition Agreement as of the date set forth below:

RUSH ENTERPRISES, INC.

By: /s/ W. M. "Rusty" Rush
W. M. "Rusty" Rush
President and Chief Executive Officer

Date: May 20, 2013

I have carefully read the above Retirement and Transition Agreement, understand the meaning and intent thereof, and voluntarily agree to its terms this 20th day of May, 2013.

/s/ W. Marvin Rush
W. Marvin Rush

EXHIBIT A

Confidentiality and Post-Employment Restrictive Covenants

This Exhibit A contains the confidentiality and post-employment restrictive covenants referenced in the Plan to which this Exhibit A is annexed. This Exhibit A is a part of and will be interpreted in accordance with and otherwise subject to the provisions of the Plan. The payments and benefits provided to a participating employee (a "Participant") under the Plan are expressly conditioned upon continuing compliance with the covenants set forth herein and the provisions hereof.

1. Access to Secret and Confidential Information. The Company has furnished and shall furnish to the Participant Secret and Confidential Information. "Secret and Confidential Information" includes, without limitation, the Company's technical and business information, whether patentable or not, which is of a confidential, trade secret or proprietary character, and which is either developed by the Participant alone, with others or by others; lists of customers; identity of customers; identity of prospective customers; contract terms; bidding information and strategies; pricing methods or information; computer software; computer software methods and documentation; hardware; the Company's methods of operation; the procedures, forms and techniques used in servicing accounts; and other information or documents that the Company requires to be maintained in confidence for the Company's continued business success.

2. Non-Disclosure of Secret and Confidential Information. In consideration of being admitted to the Plan and as a condition of receiving and retaining payments or benefits thereunder, the Participant shall not during the period of Participant's employment with the Company or at any time thereafter, disclose to anyone, including, without limitation, any person, firm, corporation, or other entity, or publish, or use for any purpose, any Secret and Confidential Information, except as properly required in the ordinary course of the Company's business or as directed and authorized by the Company.

3. Duty to Return Company Documents and Property. Upon Participant's retirement from the Company (including also from his service as Chairman Emeritus or other Board service), or other termination of his employment or Board service for any reason whatsoever, Participant shall immediately return and deliver to the Company any and all papers, books, records, documents, memoranda and manuals, e-mail, electronic or magnetic recordings or data, including all copies thereof, belonging to the Company or relating to its business, in Participant's possession, whether prepared by Participant or others. If at any time after his retirement or other termination of employment, Participant determines that he has any Secret and Confidential Information in his possession or control, Participant shall immediately return to the Company all such Secret and Confidential Information in Participant's possession or control, including all copies and portions thereof.

4. Disclosure. While he or she is employed with the Company, Participant shall promptly disclose to the Company all ideas, inventions, computer programs, and discoveries, whether or not patentable or copyrightable, which Participant may conceive or make, alone or with others, during Participant's employment, whether or not during working hours, and which directly or indirectly:

- (a) relate to matters within the scope, field, duties or responsibility of Participant's employment with the Company;
- (b) are based on the Participant's knowledge of the actual or anticipated business or interest of the Company; or
- (c) are aided by the use of time, materials, facilities or information of the Company.

Participant assigns to the Company, without further compensation, all rights, titles and interest in all such ideas, inventions, computer programs and discoveries in all countries of the world. Participant recognizes that all ideas, inventions, computer programs and discoveries of the type described above, conceived or made by Participant alone or with others within one year after termination of employment (voluntary or otherwise), are likely to have been conceived in significant part either while employed by the Company or as a direct result of knowledge Participant had of proprietary information. Accordingly, Participant agrees that such ideas, inventions or discoveries shall be presumed to have been conceived during Participant's employment with the Company, unless and until the contrary is clearly established by the Participant.

5. Inventions. Any and all writings, computer software, inventions, improvements, processes, procedures and/or techniques that Participant may make, conceive, discover, or develop, either solely or jointly with any other person or persons, at any time during the term of his or her employment, whether at the request or upon the suggestion of the Company or otherwise, which relate to or are useful in connection with any business now or hereafter carried on or contemplated by the Company, including developments or expansions of its present fields of operations, shall be the sole and exclusive property of the Company. Participant shall take all actions necessary so that the Company can prepare and present applications for copyright or Letters Patent therefor, and can secure such copyright or Letters Patent wherever possible, as well as reissue renewals, and extensions thereof, and can obtain the record title to such copyright or patents. Participant shall not be entitled to any additional or special compensation or reimbursement regarding any such writings, computer software, inventions, improvements, processes, procedures and techniques. Participant acknowledges that the Company from time to time may have agreements with other persons or entities which impose obligations or restrictions on the Company regarding inventions made during the course of work thereunder or regarding the confidential nature of such work. Participant shall be bound by all such obligations and restrictions and take all action necessary to discharge the obligations of the Company.

6. Non-Solicitation and Non-Competition Restrictions. To protect Secret and Confidential Information, and in the event of Participant's termination of employment for any reason whatsoever, whether by Participant or the Company, the Participant will be subject to the following restrictive covenants as a further condition of his or her participation in the Plan and entitlement to receive and retain any payments or benefits under the Plan.

(a) Non-Competition. For so long as the Participant is employed by the Company and during the Deemed Severance Period applicable to such Participant, the Participant shall not, without the prior written consent of the Company:

- (1) personally engage in Competitive Activities (as defined below); or
- (2) work for, own, manage, operate, control, or participate in the ownership, management, operation, or control of, or provide consulting or advisory services to, any person, partnership, firm, corporation, institution or other entity engaged in Competitive Activities, or any company or person affiliated with such person or entity engaged in Competitive Activities;

provided that the Participant's purchase or holding, for investment purposes, of securities of a publicly traded company shall not constitute "ownership" or "participation in the ownership" for purposes of this paragraph so long as such equity interest in any such company is less than a controlling interest.

(b) Competitive Activities. For purposes hereof, "Competitive Activities" means activities relating to products or services of the same or similar type as the products or services (1) which are sold (or, pursuant to an existing business plan, will be sold) to paying customers of the Company, and (2) for which the Participant has responsibility to plan, develop, manage, market, oversee or perform, or had any such responsibility within the Participant's most recent 24 months of employment with the Company. Notwithstanding the previous sentence, an activity shall not be treated as a Competitive Activity if the geographic marketing area of the relevant products or services does not overlap with the geographic marketing area for the applicable products and services of the Company. The Company understands that Participant currently owns (and may in the future own) interests in automobile dealerships and banks. Without limiting the generality of the foregoing, it is agreed that automobile dealerships (including such dealerships that sell Class 1 through Class 3 trucks, but not Class 4 through Class 8 trucks) and banking are not "Competitive Activities" within the meaning of this Exhibit A, and that Participant is free to engage in such activities.

(c) Interference With Business Relations. For so long as the Participant is employed by the Company and during the Deemed Severance Period applicable to such Participant, the Participant shall not, without the prior written consent of the Company:

(1) recruit, induce or solicit any employee or officer, directly or indirectly, of the Company for employment or for retention as a consultant or service provider;

(2) hire or participate (with another person or entity) in the process of hiring (other than for the Company) any person who is then an employee or officer of the Company, or provide names or other information about any employees of the Company or an Affiliate to any person or entity, directly or indirectly, under circumstances that could lead to the use of any such information for purposes of recruiting, soliciting or hiring;

(3) interfere, directly or indirectly, with the relationship of the Company or an Affiliate with any of its employees, agents, or representatives;

(4) solicit or induce, or in any manner attempt to solicit or induce, directly or indirectly, any client, customer, or prospect of the Company (1) to cease being, or not to become, a customer of the Company, or (2) to divert any business of such customer or prospect from the Company; or

(5) otherwise interfere with, disrupt, or attempt to interfere with or disrupt, the relationship, contractual or otherwise, between the Company and any of its customers, clients, prospects, suppliers, consultants, employees, agents, or representatives.

(d) Deemed Severance Period. For purposes hereof, "Deemed Severance Period" means:

(1) forty-eight (48) months, with respect to any Participant who is initially entitled to receive four (4) times the Participant's current Base Salary pursuant to Section 5(d) or Section 6(d) of the Plan following such Participant's separation from employment with Company;

(2) twenty-four (24) months, with respect to any Participant who is entitled to receive two (2) times the Participant's current Base Salary pursuant to Section 6(d) of the Plan following such Participant's separation from employment with Company;

(3) twelve (12) months, with respect to any Participant who is entitled to receive one (1) times the Participant's current Base Salary pursuant to Section 5(d) of the Plan following such Participant's separation from employment with Company; and

(4) six (6) months, with respect to any Participant who is entitled to receive one-half (1/2) times the Participant's current Base Salary pursuant to Section 5(d) or Section 6(d) of the Plan following such Participant's separation from employment with Company.

7. Reformation. If a court concludes that any time period or the geographic area specified in Section 6 above are unenforceable, then the time period will be reduced by the number of months, or the geographic area will be reduced by the elimination of the overbroad portion, or both, so that the restrictions may be enforced in the geographic area and for the time to the fullest extent permitted by law.

8. Tolling. If Participant violates any of the restrictions contained in Section 6, the restrictive period will be suspended and will not run in favor of Participant from the time of the commencement of any violation until the time when the Participant cures the violation to the Company's satisfaction.

9. Remedies. It is intended that, in view of the nature of the Company's business, the restrictions contained in this Exhibit A shall be considered reasonable and necessary to protect the Company's legitimate business interests and that any violation of these restrictions would result in irreparable injury to the Company. In the event of a breach or a threatened breach by Participant of any restrictive covenant contained herein, the Company shall be entitled to a temporary restraining order and injunctive relief restraining Participant from the commission of any breach, and to recover the Company's attorneys' fees, costs and expenses related to the breach or threatened breach. Nothing contained herein shall be construed as prohibiting the Company from pursuing any other remedies available to it for any breach or threatened breach, including, without limitation, the restoration and other remedies specified in the Plan and/or the recovery of money damages, attorneys' fees, and costs. These covenants and restrictions shall each be construed as independent of any other provisions in the Plan, and the existence of any claim or cause of action by Participant against the Company, whether predicated on the Plan or otherwise, shall not constitute a defense to the enforcement by the Company of such covenants and restrictions.

10. Severability. Should a court determine that any section, paragraph or sentence, or any portion of a section, paragraph or sentence of this Exhibit A is invalid, unenforceable, or void, this determination shall not have the effect of invalidating or validating the remainder of the section, paragraph, sentence or any other provision of this Exhibit A. Further, it is intended that the court should construe the Plan and this Exhibit A by limiting and reducing it only to the extent necessary to be enforceable under then applicable law.

11. Future Employment. If a Participant seeks or is offered employment by any other company, firm, or person during the Deemed Severance Period applicable to such Participant, the Participant shall provide a copy of this Exhibit A to the prospective employer before accepting employment with that prospective employer.

12. Applicable Law. This Exhibit A and all rights hereunder shall be governed and in accordance with ERISA, and to the extent not preempted by federal law, with the laws of the State of Texas.

**Rush Enterprises, Inc. Founder, W. Marvin Rush, Retires as Chairman of the Board,
Becomes Chairman Emeritus. W.M. “Rusty” Rush Appointed Chairman of the Board**

SAN ANTONIO, May 20, 2013 (GLOBE NEWSWIRE) -- Rush Enterprises, Inc. (Nasdaq:RUSHA) & (Nasdaq:RUSHB) today announced that W. Marvin Rush is retiring from his position as Chairman of the Board of the Company. He will continue to serve as a member of the board of directors of the Company and have the honorary title of Chairman Emeritus.

W. Marvin Rush founded the Company in 1965. Through his vision and leadership, the Company has transformed into the premier service provider to the commercial vehicle industry and owns and operates the largest network of commercial vehicle dealerships in the United States.

The Company also announced the appointment of W.M. “Rusty” Rush as the Company’s Chairman of the Board.

Rusty Rush has served as President of the Company since 1995 and Chief Executive Officer of the Company since 2006. He has overseen all day-to-day operations of the Company since 2001, when he was named the Company’s Chief Operating Officer.

W. Marvin Rush commented, “It has been an extraordinary privilege to lead this wonderful company for the past 48 years but an even greater privilege to watch the passion of our employees as they serve our loyal customers every day and together successfully implement our vision. I could not be more proud of what we have built.”

Rusty Rush stated, “We are confident in our direction and, together with the leadership team, continue to execute against those strategies that will grow and improve our businesses, deliver great products and services to our customers, and enhance shareholder value.”

About Rush Enterprises, Inc.

Rush Enterprises, Inc. is the premier service provider to the commercial vehicle industry and owns and operates the largest network of commercial vehicle dealerships in the United States, representing truck and bus manufacturers, including Peterbilt, International, Hino, Isuzu, Ford, IC Bus and Blue Bird. The Company’s vehicle centers are strategically located in high traffic areas on or near major highways in 15 states throughout the United States. These one-stop centers offer an integrated approach to meeting customer needs – from sales of new and used vehicles to aftermarket parts, service and body shop operations plus a wide array of financial services, including financing, insurance, leasing and rental. Rush Enterprises’ operations also provide vehicle up-fitting, chrome accessories and tires. For more information, please visit www.rushenterprises.com.

FORWARD-LOOKING STATEMENTS

This press release contains forward-looking statements that involve risks and uncertainties, as well as assumptions that, if they do not fully materialize or prove incorrect, could cause the Company’s results to differ materially from those expressed or implied by such forward-looking statements. Such forward-looking statements include, but are not limited to, statements related to the Company’s intended executive and Board changes. The risks and uncertainties that could cause the Company’s results to differ materially from those expressed or implied by such forward-looking statements include the risk that the intended executive and Board changes will not occur as currently expected and other risks and uncertainties described more fully in the Company’s filings with the Securities and Exchange Commission. All forward-looking statements in this press release are based on information available to us as of the date hereof, and we assume no obligation to update these forward-looking statements.