

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): December 19, 2012

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))

Item 1.01 Entry to a Material Definitive Agreement.

On December 19, 2012, Rush Enterprises, Inc. (the “Company”) and certain of its subsidiaries entered into the Amended and Restated Amendment (the “Amendment”) to Dealer Sales and Service Agreements (the “Dealer Agreements”) with Peterbilt Motors Company, a division of PACCAR, Inc. (“Peterbilt”). Pursuant to the Dealer Agreements, the Company is authorized to act as a nonexclusive dealer of Peterbilt trucks in certain designated areas.

Under the terms of the Dealer Agreements, Peterbilt may terminate the Dealer Agreements if, among other things, W. Marvin Rush, W.M. “Rusty” Rush and the Dealer Principals (as defined below) fail to beneficially own, in the aggregate, a specified voting interest (the “Voting Interest”) of the Company’s capital stock. The Amendment (i) decreased the required Voting Interest from 30% to 22% and (ii) changed the makeup of the Dealer Principals required to maintain such Voting Interest. The Amendment supersedes and replaces the Amended and Restated Amendment to Dealer Sales and Service Agreements, dated June 15, 2006, by and among Peterbilt, the Company and the Company’s subsidiaries named a party therein.

On December 19, 2012, and in connection with the Company’s execution of the Amendment, W. Marvin Rush, Chairman of the Board of the Company, and W.M. “Rusty” Rush, President and Chief Executive Officer of the Company, each entered into separate Right of First Refusal Agreements (collectively, the “ROFR Agreements”) with Peterbilt. Under the terms of their respective ROFR Agreements, if W. Marvin Rush or W.M. “Rusty” Rush, as the case may be, desires to transfer in excess of 100,000 shares of his Class A Common Stock or Class B Common Stock of the Company or a combination thereof (collectively, the “Common Stock”), in any given 12-month period to anyone other than his family, an associate of the Company (as defined in Rule 12b-2 of the Securities Exchange Act of 1934) or any of the Dealer Principals, Messrs. W. Marvin Rush or W.M. “Rusty” Rush, as the case may be, is required to first offer to sell all of the Shares in excess of such amount to Peterbilt in accordance with the terms of his respective ROFR Agreement. For purposes of the Dealer Agreements and the ROFR Agreements, the term “Dealer Principals” means W. Marvin Rush, Barbara Rush, W.M. “Rusty” Rush, Robin M. Rush, David C. Orf, James Thor, Marty Naegelin, Scott Anderson, Derrek Weaver, Steven Keller, Corey Lowe and Rich Ryan.

The ROFR Agreements excludes from the right of first refusal any shares of Common Stock that W. Marvin Rush or W.M. “Rusty” Rush hold pursuant to grants of restricted stock, restricted stock units or exercises of stock options granted under the Company’s equity incentive plans, such that they shall not be subject to the right of first refusal. In addition, in the case of W. Marvin Rush, the 1,104,285 shares of Class B Common Stock of the Company that W. Marvin Rush owns as of the date of this Agreement are not subject to the right of first refusal.

W. Marvin Rush intends to transfer certain shares of Class B Common Stock to trusts for the benefit of certain of his children and transfer additional interests in 3MR Partners, L.P., a limited partnership that holds shares of Common Stock, to W.M. “Rusty” Rush.

The descriptions of the Amendment and ROFR Agreements set forth above do not purport to be complete and are qualified in their entirety by reference to the full text of the Amendment and ROFR Agreements, as the case may be, copies of which are attached to this report as Exhibits 10.1, 10.2 and 10.3, respectively, and incorporated by reference herein.

Item 8.01 Other Events.

As reported on October 22, 2012, the Company entered into an agreement to purchase certain assets of a dealership group in Ohio with International, IC Bus, Isuzu and Idealease franchises (the "Ohio Acquisition"). As an update to this previous report, the Company has obtained required regulatory approvals and currently anticipates closing the Ohio Acquisition by year end.

Certain statements contained in this report, including the anticipated closing of the Ohio Acquisition and expected transfers of shares of the Company's Common Stock by W. Marvin Rush are "forward-looking" statements (as such term is defined in the Private Securities Litigation Reform Act of 1995). Because such statements include risks and uncertainties, actual results may differ materially from those expressed or implied by such forward-looking statements. Important factors that could cause actual results to differ materially from those in the forward-looking statements include, but are not limited to, general U.S. economic conditions, economic conditions in the new and used commercial vehicle markets, onetime events and other factors described herein and in filings made by the Company with the Securities and Exchange Commission.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

- 10.1 Amended and Restated Amendment to Dealer Sales and Service Agreements, dated December 19, 2012, by and among Peterbilt Motors Company, a division of PACCAR, Inc., Rush Enterprises, Inc. and the subsidiaries of Rush Enterprises, Inc. named a party therein.
 - 10.2 Right of First Refusal Agreement, dated December 19, 2012, by and between W. Marvin Rush and Peterbilt Motors Company, a division of PACCAR, Inc.
 - 10.3 Right of First Refusal Agreement, dated December 19, 2012, by and between W.M. "Rusty" Rush and Peterbilt Motors Company, a division of PACCAR, Inc.
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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: December 20, 2012

EXHIBIT INDEX

Exhibit Number

Exhibit Title

- | | |
|------|---|
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AMENDED AND RESTATED
AMENDMENT TO DEALER SALES AND SERVICE AGREEMENTS

This Amended and Restated Amendment to Dealer Sales and Service Agreement (this "AMENDMENT") is entered into effective as of December 19, 2012, between Peterbilt Motors Company, a division of PACCAR Inc, a Delaware corporation ("PETERBILT"), Rush Truck Centers of Texas, LP, a Texas Limited Partnership ("Rush Texas"), Rush Truck Centers of California, Inc., a Delaware corporation ("Rush California"), Rush Truck Centers of Oklahoma, Inc., a Delaware corporation ("Rush Oklahoma"), Rush Truck Centers of Arizona, Inc., a Delaware corporation ("Rush Arizona"), Rush Truck Centers of New Mexico, Inc., a Delaware corporation ("Rush New Mexico"), Rush Truck Centers of Colorado, Inc., a Delaware corporation ("Rush Colorado"), Rush Truck Centers of Florida, Inc., a Delaware corporation ("Rush Florida"), Rush Truck Centers of Alabama, Inc., a Delaware corporation ("Rush Alabama"), Rush Truck Centers of Tennessee, Inc., a Delaware corporation ("Rush Tennessee"), and Rush Truck Centers of North Carolina, Inc., a Delaware corporation ("Rush North Carolina") (Rush Texas, Rush California, Rush Oklahoma, Rush Arizona, Rush New Mexico, Rush Colorado, Rush Florida, Rush Alabama, Rush Tennessee, and Rush North Carolina collectively, the "Companies" and individually, a "Company"). Capitalized terms used herein but not defined herein have the respective meaning given them in the Dealer Sales and Service Agreements (as defined below).

RECITALS

PACCAR is a party to certain Dealer Sales and Service Agreements (individually, a "Dealer Sales and Service Agreement" and, collectively, the "Dealer Sales and Service Agreements"), with each of the Companies pursuant to which each Company was granted Peterbilt dealership(s) in the territories specified in each Dealer Sales and Service Agreement. The Dealer Sales and Service Agreements currently in effect are set forth on Exhibit A.

PACCAR, Rush Enterprises, Inc. ("Rush"), and the Companies amended the Dealer Sales and Service Agreements by an Amendment to Dealer Sales and Service Agreements dated October 5, 2000.

PACCAR, Rush Enterprises, Inc. ("Rush"), and the Companies amended the Dealer Sales and Service Agreements by an Amended and Restated Amendment to Dealer Sales and Service Agreements dated June 15, 2006 (the "June 15, 2006 Amendment").

PACCAR, Rush and the Companies desire that this Amendment supersede and replace the June 15, 2006 Amendment and to have this Amendment apply to all Dealer Sales and Service Agreements currently in effect between Peterbilt and the Companies, any and all extensions, amendments and renewals to such Dealer Sales and Service Agreements (collectively, "Renewal Agreements") and all future Dealer Sales and Service Agreements (collectively, "Future Agreements") entered into between PETERBILT and the Companies.

AGREEMENTS

In consideration of the foregoing premises and of the mutual promises contained herein and for \$10.00 and other good and valuable consideration, the adequacy, receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that (a) this Amendment shall supersede and replace the June 15, 2006 Amendment and (b) the Dealer Sales and Service Agreements shall be amended by this Amendment as follows:

1. Article IV.B of each of the Dealer Sales and Service Agreements shall be deleted in its entirety and shall be replaced with the following:
 - B. Ownership: Addendum D also sets forth the identity of the persons who have been approved by PETERBILT to have, with their respective associates, the principal beneficial ownership interest (in the aggregate no less than 22% of the voting power of the outstanding shares of capital stock) in Rush Enterprises, Inc., the parent of DEALER (called "DEALER PRINCIPAL(S)"), and the principal managers of DEALER or its parent who may or may not have ownership interests (called "OPERATING MANAGER(S)"). Addendum D shall not be amended unless such amendment is in writing and signed by the parties hereto.

DEALER shall have the right to assign its rights and obligations under this AGREEMENT to any entity so long as the majority of the capital stock entitled to vote on the election of directors of such entity or its parent (as defined in Rule-405 under the Securities Act of 1933, as amended) is beneficially owned (as defined in Rule 13d-3 under the Securities Exchange Act of 1934) in the aggregate by Rush Enterprises, Inc. or the DEALER PRINCIPAL(S) and their respective associates (as defined in Rule 12b-2 under the Securities Exchange Act of 1934).
2. Article VIII.B.1.g of each of the Dealer Sales and Service Agreements shall be deleted in its entirety and replaced with the following:
 - g. If (i) the DEALER PRINCIPAL(S) identified in Addendum D and their respective associates in the aggregate beneficially own less than 22% of the voting power of the outstanding shares of capital stock entitled to vote on the election of directors of Rush Enterprises, Inc. (or any successor thereto), or (ii) any "person" (as that term is defined under the Securities Exchange Act of 1934, as amended) other than DEALER PRINCIPAL(S) and their respective associates, or any person who has been approved in writing by PETERBILT, either (x) owns a greater percentage of the voting power of the outstanding shares of capital stock entitled to vote on the election of directors of Rush Enterprises, Inc. (or any successor thereto) than DEALER PRINCIPAL(S) and their respective associates in the aggregate, or (y) any person other than W. Marvin Rush, W.M. "Rusty" Rush, Robin M. Rush or any person who has been approved in writing by PETERBILT holds the office of Chairman of the Board, President or Chief Executive Officer of Rush Enterprises, Inc. (or any successor thereto) or (iii) Rush Enterprises, Inc. (or any successor thereto) is not DEALER or, directly or indirectly, the 100% owner of DEALER.
3. Article VIII.B.5 of each of the Dealer Sales and Service Agreements shall be deleted in its entirety.
4. Article XI.C of each of the Dealer Sales and Service Agreements shall be deleted in its entirety and replaced with the following:
 - C. Collateral Assignment. Except as provided in the second paragraph of Article IV.B of this Agreement, DEALER may not pledge, hypothecate, or grant a security interest in, this AGREEMENT or DEALER'S right, title or interest therein.

5. The first paragraph (including table) and second paragraph of Addendum D of each of the Dealer Sales and Service Agreements shall be deleted in their entirety and replaced with the following:

The DEALER PRINCIPAL(S) are: W. Marvin Rush, Barbara Rush, W.M. "Rusty" Rush, Robin M. Rush, David C. Orf, James Thor, Marty Naegelin, Scott Anderson, Derrek Weaver, Steven Keller, Corey Lowe, and Rich Ryan.

6. In the Dealer Sales and Service Agreement with Rush Texas, any and all references to "DEALER" shall refer solely to Rush Texas; in the Dealer Sales and Service Agreement with Rush California, any and all references to "DEALER" shall refer solely to Rush California; in the Dealer Sales and Service Agreement with Rush Oklahoma, any and all references to "DEALER" shall refer solely to Rush Oklahoma; in the Dealer Sales and Service Agreement with Rush Arizona, any and all references to "DEALER" shall refer solely to Rush Arizona; in the Dealer Sales and Service Agreement with Rush New Mexico, any and all references to "DEALER" shall refer solely to Rush New Mexico; in the Dealer Sales and Service Agreement with Rush Colorado, any and all references to "DEALER" shall refer solely to Rush Colorado; in the Dealer Sales and Service Agreement with Rush Florida, any and all references to "DEALER" shall refer solely to Rush Florida; in the Dealer Sales and Service Agreement with Rush Alabama, any and all references to "DEALER" shall refer solely to Rush Alabama; in the Dealer Sales and Service Agreement with Rush Tennessee, any and all references to "DEALER" shall refer solely to Rush Tennessee; in the Dealer Sales and Service Agreement with Rush North Carolina, any and all references to "DEALER" shall refer solely to Rush North Carolina.

7. Any and all of the terms and conditions of each of the Dealer Sales and Service Agreements are hereby amended and modified wherever necessary, even though not specifically addressed herein, so as to conform to the amendments and modifications contained in this Amendment.

8. In the event any Renewal Agreement or Future Agreement contains the same provisions that are amended, deleted or otherwise modified by this Amendment, then such provisions in such Renewal Agreement or Future Agreement shall be amended, deleted or otherwise modified in the same way such provisions are amended, deleted or modified by this Amendment.

9. Except as amended hereby, the each Dealer Sales and Service Agreement is hereby ratified and confirmed and shall continue in full force and effect.

IN WITNESS WHEREOF, Rush, the Companies and PACCAR have caused this Amendment to be executed and delivered as of the date first above written.

**PETERBILT MOTORS COMPANY,
A DIVISION OF PACCAR INC**

RUSH ENTERPRISES, INC.

By: /s/ William Kozek
William Kozek
Vice President – PACCAR Inc
General Manager – Peterbilt Motors Company

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

RUSH TRUCK CENTERS OF TEXAS, L.P.

By: RUSHTEX, INC., its General Partner

By: /s/ W. Marvin Rush

W. Marvin Rush

Chief Executive Officer

RUSH TRUCK CENTERS OF ARIZONA, INC.

By: /s/ W. Marvin Rush

W. Marvin Rush

Chief Executive Officer

RUSH TRUCK CENTERS OF CALIFORNIA, INC.

By: /s/ W. Marvin Rush

W. Marvin Rush

Chief Executive Officer

RUSH TRUCK CENTERS OF NEW MEXICO, INC.

By: /s/ W. Marvin Rush

W. Marvin Rush

Chief Executive Officer

RUSH TRUCK CENTERS OF OKLAHOMA, INC.

By: /s/ W. Marvin Rush

W. Marvin Rush

Chief Executive Officer

RUSH TRUCK CENTERS OF COLORADO, INC.

By: /s/ W. Marvin Rush

W. Marvin Rush

Chief Executive Officer

RUSH TRUCK CENTERS OF FLORIDA, INC.

By: /s/ W. Marvin Rush

W. Marvin Rush
Chief Executive Officer

RUSH TRUCK CENTERS OF ALABAMA, INC.

By: /s/ W. Marvin Rush

W. Marvin Rush
Chief Executive Officer

RUSH TRUCK CENTERS OF TENNESSEE, INC.

By: /s/ W. Marvin Rush

W. Marvin Rush
Chief Executive Officer

**RUSH TRUCK CENTERS OF NORTH CAROLINA,
INC.**

By: /s/ W. Marvin Rush

W. Marvin Rush
Chief Executive Officer

RIGHT OF FIRST REFUSAL

This Right of First Refusal Agreement (this "Agreement") is made as of December 19, 2012, by and among Peterbilt Motors Company, a division of PACCAR Inc, a Delaware corporation ("Peterbilt"), and W. Marvin Rush, a resident of Seguin, Texas ("Rush").

WHEREAS, Rush is the beneficial owner of shares ("Shares") of Class A Common Stock, \$.01 par value, and Class B Common Stock, \$.01 par value, of Rush Enterprises, Inc., a Texas corporation (the "Company").

WHEREAS, the Company and Peterbilt are parties to certain Dealer Sales and Service Agreements (the "Dealer Sales and Service Agreements") pursuant to which subsidiaries of the Company (including but not limited to Rush Truck Centers of Texas, L.P., Rush Truck Centers of Arizona, Inc., Rush Truck Centers of California, Inc., Rush Truck Centers of New Mexico, Inc., Rush Truck Centers of Oklahoma, Inc., Rush Truck Centers of Colorado, Inc., Rush Truck Centers of Florida, Inc., Rush Truck Centers of Alabama, Inc., Rush Truck Centers of North Carolina, Inc., and Rush Truck Centers of Tennessee, Inc.), were granted Peterbilt franchises in the territories indicated in each of such Dealer Sales and Service Agreement; and

WHEREAS, to induce Peterbilt to amend the Dealer Sales and Service Agreements related to the minimum beneficial ownership interest required of Dealer Principals, Rush has agreed to extend to Peterbilt certain rights of first refusal with respect to the Shares owned by Rush;

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Right of First Refusal.

(a) If Rush desires to transfer (a "Transfer") beneficial ownership (as defined in Rule 13d-3 under the Securities Exchange Act of 1934) of in excess of 100,000 Shares in any given 12-month period to anyone other than a member of his family, an associate (as defined in Rule 12b-2 under the Securities Exchange Act of 1934) of Rush or a Dealer Principal (as defined in the Dealer Sales and Service Agreements), Rush shall first offer to sell all Shares in excess of such amount to Peterbilt in the manner specified in this Section 1.

(b) If Rush desires to make a Transfer in other than an open market sale, he shall give written notice (the "Transfer Notice") to Peterbilt. The Transfer Notice shall specify the number of shares proposed to be sold, the identity of the proposed purchaser and the purchase price and other terms of the Transfer. Peterbilt shall have the right, exercisable by written notice to Rush within sixty (60) days after receipt of the Transfer Notice, to purchase all, but not a part of, the Shares specified in the Transfer Notice in consideration for the purchase price and on the terms set forth therein.

(c) If Rush desires to make a Transfer in an open market sale, including an underwritten public offering, he shall give written notice (the "Market Notice") to Peterbilt. The Market Notice shall specify the number of Shares proposed to be sold and the Closing Sales Price (as defined below) on the day immediately preceding the date of the Market Notice. Peterbilt shall have the right, exercisable by written notice to Rush within sixty (60) days after receipt of the Market Notice, to purchase all, but not a part of, the Shares specified in the Market Notice in consideration for cash at a price per share equal to the greater of (i) the Closing Sales Price set forth in the Market Notice or (ii) the Closing Sales Price on the day immediately preceding the date of exercise.

The "Closing Sales Price" on any date will mean the average of the closing bid and asked price in the over-the-counter market on such date, as reported by the National Association of Securities Dealers Automated Quotation System, or, if not so reported, as reported by the National Quotation Bureau, Incorporated, or any successor thereof, or if not so reported, the average of the closing bid and asked prices on such date as furnished by any member of the National Association of Securities Dealers, Inc., selected from time to time by Rush for that purpose, or if the Shares are listed or admitted to trading on a national securities exchange, the average of the reported closing bid and asked prices, regular way, on such date on the principal national securities exchange on which the Shares are listed or admitted to trading.

(d) If Peterbilt exercises its right of first refusal hereunder, the closing of the purchase of the Shares with respect to which such right has been exercised shall take place within two business days after Peterbilt gives notice of such exercise.

(e) If Peterbilt does not exercise its right of first refusal pursuant to Section 1(b) of this Agreement within the time specified for such exercise, Rush shall be free to sell such shares to a third party on terms no less favorable than the terms specified in the Transfer Notice during the 120 days following the earlier of (i) notification by Peterbilt of its election not to purchase such Shares or (ii) the expiration of the time specified in Section 1(b) of this Agreement for such exercise.

(f) If Peterbilt does not exercise its right of first refusal pursuant to Section 1(c) of this Agreement within the time specified for such exercise, Rush shall be free to sell such shares on the open market at the then current market price during the 120 days following the earlier of (i) notification by Peterbilt of its election not to purchase such Shares or (ii) the expiration of the time specified in Section 1(c) of this Agreement for such exercise.

(g) The following Shares shall not be subject to the right of first refusal described in the preceding provisions of this Section 1: (i) any Shares that Rush has already obtained or shall obtain pursuant to grants of restricted stock, restricted stock units or exercises of stock options granted under the Company's equity incentive plans; and (ii) any of the 1,104,285 shares of Class B Common Stock of the Company that Rush owns as of the date of this Agreement.

Section 2. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Section 3. Remedies. Rush understands and agrees that the covenants and undertakings on his part herein contained are uniquely related to Peterbilt permitting the amendment of the Dealer Agreement to allow the Company to undertake a public offering of its capital stock and that, although monetary damages may be available for the breach of such covenants and undertakings, monetary damages would be an inadequate remedy therefor. Accordingly, Rush agrees that Peterbilt shall be entitled to obtain specific performance by Rush of every covenant and undertaking contained herein to be performed by him and that Peterbilt shall be entitled to obtain specific performance from Rush of each and every covenant and undertaking herein contained to be observed or performed by Rush.

Section 4. Survival; Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, successors and assigns. Peterbilt may, without the consent of Rush, assign its rights hereunder to any directly or indirectly wholly owned subsidiary of PACCAR, Inc. for so long as that subsidiary remains a wholly owned subsidiary of PACCAR, Inc. Prior to any Transfer of Shares by Rush to an associate or a Dealer Principal, Rush shall cause such associate or Dealer Principal to enter into an agreement substantially identical to this Right of First Refusal with respect to such Shares unless Peterbilt agrees in writing to waive such requirement.

Section 5. Amendment. This Agreement may be amended by the parties hereto at any time, but only by an instrument in writing duly executed and delivered on behalf of each of the parties hereto.

Section 6. Notices. All notices required to be given hereunder shall be deemed to have been duly given only if delivered by a recognized overnight delivery service that guarantees next day delivery, strictly as follows:

If to Peterbilt:

General Counsel
PACCAR Inc
777 106th Avenue N.E.
Bellevue, Washington 98004

If to Rush:

General Counsel
Rush Enterprises, Inc.
555 IH 35 South, Suite 500
New Braunfels, Texas 78130

Section 7. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties.

Section 8. Headings. Section headings are included solely for convenience and are not to be considered to be part of this Agreement and are not intended to be an accurate description of the contents hereof.

Section 9. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and entered into as of the date first set forth above.

PETERBILT MOTORS COMPANY,
a division of PACCAR Inc

By: /s/ Bill Kozek
Bill Kozek, Vice President – PACCAR Inc
General Manager – Peterbilt Motors Company

W. MARVIN RUSH

By: /s/ W. Marvin Rush
W. Marvin Rush

RIGHT OF FIRST REFUSAL

This Right of First Refusal Agreement (this "Agreement") is made as of December 19, 2012, by and among Peterbilt Motors Company, a division of PACCAR Inc, a Delaware corporation ("Peterbilt"), and W.M. "Rusty" Rush, a resident of San Antonio, Texas ("Rush").

WHEREAS, Rush is the beneficial owner of shares ("Shares") of Class A Common Stock, \$.01 par value, and Class B Common Stock, \$.01 par value, of Rush Enterprises, Inc., a Texas corporation (the "Company").

WHEREAS, the Company and Peterbilt are parties to certain Dealer Sales and Service Agreements (the "Dealer Sales and Service Agreements") pursuant to which subsidiaries of the Company (including but not limited to Rush Truck Centers of Texas, L.P., Rush Truck Centers of Arizona, Inc., Rush Truck Centers of California, Inc., Rush Truck Centers of New Mexico, Inc., Rush Truck Centers of Oklahoma, Inc., Rush Truck Centers of Colorado, Inc., Rush Truck Centers of Florida, Inc., Rush Truck Centers of Alabama, Inc., Rush Truck Centers of North Carolina, Inc., and Rush Truck Centers of Tennessee, Inc.), were granted Peterbilt franchises in the territories indicated in each of such Dealer Sales and Service Agreement; and

WHEREAS, to induce Peterbilt to amend the Dealer Sales and Service Agreements related to the minimum beneficial ownership interest required of Dealer Principals, Rush has agreed to extend to Peterbilt certain rights of first refusal with respect to the Shares owned by Rush;

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Right of First Refusal.

(a) If Rush desires to transfer (a "Transfer") beneficial ownership (as defined in Rule 13d-3 under the Securities Exchange Act of 1934) of in excess of 100,000 Shares in any given 12-month period to anyone other than a member of his family, an associate (as defined in Rule 12b-2 under the Securities Exchange Act of 1934) of Rush or a Dealer Principal (as defined in the Dealer Sales and Service Agreements), Rush shall first offer to sell all Shares in excess of such amount to Peterbilt in the manner specified in this Section 1.

(b) If Rush desires to make a Transfer in other than an open market sale, he shall give written notice (the "Transfer Notice") to Peterbilt. The Transfer Notice shall specify the number of shares proposed to be sold, the identity of the proposed purchaser and the purchase price and other terms of the Transfer. Peterbilt shall have the right, exercisable by written notice to Rush within sixty (60) days after receipt of the Transfer Notice, to purchase all, but not a part of, the Shares specified in the Transfer Notice in consideration for the purchase price and on the terms set forth therein.

(c) If Rush desires to make a Transfer in an open market sale, including an underwritten public offering, he shall give written notice (the "Market Notice") to Peterbilt. The Market Notice shall specify the number of Shares proposed to be sold and the Closing Sales Price (as defined below) on the day immediately preceding the date of the Market Notice. Peterbilt shall have the right, exercisable by written notice to Rush within sixty (60) days after receipt of the Market Notice, to purchase all, but not a part of, the Shares specified in the Market Notice in consideration for cash at a price per share equal to the greater of (i) the Closing Sales Price set forth in the Market Notice or (ii) the Closing Sales Price on the day immediately preceding the date of exercise.

The "Closing Sales Price" on any date will mean the average of the closing bid and asked price in the over-the-counter market on such date, as reported by the National Association of Securities Dealers Automated Quotation System, or, if not so reported, as reported by the National Quotation Bureau, Incorporated, or any successor thereof, or if not so reported, the average of the closing bid and asked prices on such date as furnished by any member of the National Association of Securities Dealers, Inc., selected from time to time by Rush for that purpose, or if the Shares are listed or admitted to trading on a national securities exchange, the average of the reported closing bid and asked prices, regular way, on such date on the principal national securities exchange on which the Shares are listed or admitted to trading.

(d) If Peterbilt exercises its right of first refusal hereunder, the closing of the purchase of the Shares with respect to which such right has been exercised shall take place within two business days after Peterbilt gives notice of such exercise.

(e) If Peterbilt does not exercise its right of first refusal pursuant to Section 1(b) of this Agreement within the time specified for such exercise, Rush shall be free to sell such shares to a third party on terms no less favorable than the terms specified in the Transfer Notice during the 120 days following the earlier of (i) notification by Peterbilt of its election not to purchase such Shares or (ii) the expiration of the time specified in Section 1(b) of this Agreement for such exercise.

(f) If Peterbilt does not exercise its right of first refusal pursuant to Section 1(c) of this Agreement within the time specified for such exercise, Rush shall be free to sell such shares on the open market at the then current market price during the 120 days following the earlier of (i) notification by Peterbilt of its election not to purchase such Shares or (ii) the expiration of the time specified in Section 1(c) of this Agreement for such exercise.

(g) The following Shares shall not be subject to the right of first refusal described in the preceding provisions of this Section 1: any Shares that Rush has already obtained or shall obtain pursuant to grants of restricted stock, restricted stock units or exercises of stock options granted under the Company's equity incentive plans.

Section 2. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Section 3. Remedies. Rush understands and agrees that the covenants and undertakings on his part herein contained are uniquely related to Peterbilt permitting the amendment of the Dealer Agreement to allow the Company to undertake a public offering of its capital stock and that, although monetary damages may be available for the breach of such covenants and undertakings, monetary damages would be an inadequate remedy therefor. Accordingly, Rush agrees that Peterbilt shall be entitled to obtain specific performance by Rush of every covenant and undertaking contained herein to be performed by him and that Peterbilt shall be entitled to obtain specific performance from Rush of each and every covenant and undertaking herein contained to be observed or performed by Rush.

Section 4. Survival; Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, successors and assigns. Peterbilt may, without the consent of Rush, assign its rights hereunder to any directly or indirectly wholly owned subsidiary of PACCAR, Inc. for so long as that subsidiary remains a wholly owned subsidiary of PACCAR, Inc. Prior to any Transfer of Shares by Rush to an associate or a Dealer Principal, Rush shall cause such associate or Dealer Principal to enter into an agreement substantially identical to this Right of First Refusal with respect to such Shares unless Peterbilt agrees in writing to waive such requirement.

Section 5. Amendment. This Agreement may be amended by the parties hereto at any time, but only by an instrument in writing duly executed and delivered on behalf of each of the parties hereto.

Section 6. Notices. All notices required to be given hereunder shall be deemed to have been duly given only if delivered by a recognized overnight delivery service that guarantees next day delivery, strictly as follows:

If to Peterbilt:

General Counsel
PACCAR Inc
777 106th Avenue N.E.
Bellevue, Washington 98004

If to Rush:

General Counsel
Rush Enterprises, Inc.
555 IH 35 South, Suite 500
New Braunfels, Texas 78130

Section 7. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties.

Section 8. Headings. Section headings are included solely for convenience and are not to be considered to be part of this Agreement and are not intended to be an accurate description of the contents hereof.

Section 9. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and entered into as of the date first set forth above.

PETERBILT MOTORS COMPANY,
a division of PACCAR Inc

By: /s/ Bill Kozek

Bill Kozek, Vice President – PACCAR Inc
General Manager – Peterbilt Motors Company

W.M. "RUSTY" RUSH

By: /s/ W.M. "Rusty" Rush

W.M. "Rusty" Rush