

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

SCHEDULE 13D
Under the Securities Exchange Act of 1934
(Amendment No. 1)*

RUSH ENTERPRISES, INC.

(Name of Issuer)

Class B Common Stock, Par Value \$.01 Per Share

(Title of Class of Securities)

781846308

(CUSIP Number)

**W. M. "Rusty" Rush
General Partner
3MR Partners, L.P.
555 IH-35 South, Suite 500
New Braunfels, Texas
(830) 626-5200**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

October 20, 2022

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	Names of Reporting Persons 3MR Partners, L.P.	
2	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC Use Only	
4	Source of Funds (See Instructions) OO	
5	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization Texas	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power 4,504,123 (1)
	8	Shared Voting Power -0-
	9	Sole Dispositive Power 4,504,123 (1)
	10	Shared Dispositive Power -0-
11	Aggregate Amount Beneficially Owned by Each Reporting Person 4,504,123 (1)	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 37.2% (2)	
14	Type of Reporting Person (See Instructions) PN	

(1) Represents 4,504,123 shares of Class B Common Stock, par value \$.01 per share (the "Class B Common Stock"), of Rush Enterprises, Inc. (the "Issuer") directly owned by 3MR Partners, L.P. ("3MR Partners"). W.M. "Rusty" Rush ("Rusty Rush") is the general partner of 3MR Partners.

(2) Calculated based upon 12,092,098 shares of Class B Common Stock outstanding as of October 20, 2022. This share information was supplied to the Reporting Persons by the Issuer in response to their inquiry.

1	Names of Reporting Persons W.M. "Rusty" Rush	
2	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC Use Only	
4	Source of Funds (See Instructions) OO	
5	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization Texas	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power 5,944,744 (3)
	8	Shared Voting Power
	9	Sole Dispositive Power 5,944,744 (3)
	10	Shared Dispositive Power
11	Aggregate Amount Beneficially Owned by Each Reporting Person 5,944,744 (3)	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 49.2% (2)	
14	Type of Reporting Person (See Instructions) IN	

(3) Represents: (i) 1,440,621 shares of Class B Common Stock directly owned by Rusty Rush; and (ii) 4,504,123 shares of Class B Common Stock owned by 3MR Partners, which Rusty Rush may be deemed to beneficially own as the general partner of 3MR Partners. Rusty Rush disclaims individual beneficial ownership of the shares held by 3MR Partners, except to the extent of his actual ownership interest in 3MR Partners although all shares held by 3MR Partners are included in the amounts specified by each Reporting Person herein. Under the terms of the 3MR Partnership Agreement, Rusty Rush, as the general partner of 3MR Partners, has the power to vote the 4,504,123 shares of Class B Common Stock held by 3MR Partners.

Item 1. Security and Issuer.

Item 1 is hereby amended in its entirety to read as follows:

The Schedule 13D filed with the Securities and Exchange Commission (“SEC”) on February 14, 2013 by 3MR Partners, L.P., W. Marvin Rush, and W. M. “Rusty” Rush (the “Original Schedule 13D”) with respect to the Class B common stock, par value \$.01 per share (the “Class B Common Stock”), of Rush Enterprises, Inc., a Texas corporation (the “Issuer”), is hereby amended by this Amendment No. 1 to the Schedule 13D as set forth below. On October 12, 2020, the Issuer effected a three-for-two stock split of the Issuer’s Class B Common Stock (the “Stock Split”). Unless otherwise noted herein, all shares of Class B Common Stock and per share amounts in this Amendment No. 1 reflect the Stock Split.

The principal executive offices of the Issuer are located at 555 IH-35 South, Suite 500, New Braunfels, Texas 78130.

Item 2. Identity and Background.

Item 2 is hereby amended in its entirety to read as follows:

(a) This Amendment No. 1 is being filed jointly on behalf of 3MR Partners, L.P., a Texas limited partnership (“3MR Partners”), and Rusty Rush (each, a “Reporting Person” and, collectively, the “Reporting Persons”) to report: (i) the death of W. Marvin Rush (“Marvin Rush”) and the elimination of Marvin Rush and the Estate of Marvin Rush, II (the “Estate of Marvin Rush”) from this filing; (ii) the distribution to W. M. “Rusty” Rush (“Rusty Rush”) of the shares of Class B Common Stock and the general and limited partnership interests of 3MR Partners held by the Estate of Marvin Rush pursuant to a court-approved family settlement agreement which resolved all contested issues and dismissed all claims concerning the Estate of Marvin Rush (the “Settlement”); (iii) that in connection with repurchases by the Issuer of its Class B Common Stock from investors pursuant to its previously authorized stock buyback programs, the Reporting Persons’ beneficial ownership of Class B Common Stock as a percentage of the outstanding shares of Class B Common Stock have passively increased by more than one percent since the most recent filing on Schedule 13D; and (iv) updated ownership percentages of the Reporting Persons to reflect developments since the most recent filing on Schedule 13D.

As a result of the death of Marvin Rush, all of the Class B Common Stock owned by Marvin Rush (directly), and the partnership interests in 3MR Partners owned by Marvin Rush became subject to the administration of his estate by a probate court appointed temporary administrator pending the resolution of certain will contests. Prior to the death of Marvin Rush, he and Rusty Rush were general partners of 3MR Partners and shared voting and dispositive power over the Class B Common Stock held by 3MR Partners. Upon the death of Marvin Rush, Rusty Rush became the sole acting general partner of 3MR Partners. Following Marvin Rush’s death, a dispute arose among family members as to various matters involving the Estate of Marvin Rush, including the validity of various wills offered for probate and related transfers of shares thereunder. Pursuant to the Settlement, the parties agreed to: (i) admit the Last Will and Testament of W. Marvin Rush, dated May 16, 2013 (the “Will”), reformed to include a specific bequest to Rusty Rush of all the shares of Class A Common Stock and Class B Common Stock and all of the general and limited partnership interests of 3MR Partners owned by Marvin Rush or held in his name or in the name of the Estate of Marvin Rush (the “Shares”); and (ii) dismiss the pending litigation and all disputed claims among the parties. The probate court entered an order approving the Settlement and admitting the Will, reformed to include the specific bequest to Rusty Rush described above, to probate the last will and testament of Marvin Rush.

As a result of the Will and the terms of the Settlement, Rusty Rush is now the sole general partner of 3MR Partners. Pursuant to the terms of the Amended and Restated Limited Partnership Agreement of 3MR Partners, dated July 1, 2004 (the “3MR Partnership Agreement”), the general partner of 3MR Partners has full and complete power and authority to vote the shares of Class B Common Stock of the Issuer held by 3MR Partners. As the general partner of 3MR Partners, Rusty Rush may be deemed to beneficially own the shares of Class B Common Stock of the Issuer beneficially owned by 3MR Partners.

The Reporting Persons have entered into a Joint Filing Agreement dated as of October 20, 2022, a copy of which is attached as Exhibit 99.1 to this Amendment No. 1.

(b) The business address of 3MR Partners and Rusty Rush, in each case, is 555 IH-35 South, Suite 500, New Braunfels, Texas 78130.

(c) (1) The principal business of 3MR Partners is: (i) to own, hold for investment, operate, and otherwise deal with 3MR Partners' assets and any property (real, personal or mixed) incidental thereto; (ii) to consolidate certain assets into 3MR Partners for ease of management and control; (iii) to provide for a convenient operational structure for the management of those assets; (iv) to provide for the orderly transition of the management of 3MR Partners' assets upon the death of a partner; (v) to provide methods of avoiding and resolving potential or actual family disputes; and (vi) to facilitate future gifting by the partners to permitted assignees under the 3MR Partnership Agreement.

(2) The principal occupation of Rusty Rush is Chairman of the Board of Directors, President and Chief Executive Officer of the Issuer, a full-service, integrated retailer of commercial vehicles and related services. The business address of the Issuer is 555 IH-35 South, Suite 500, New Braunfels, Texas 78130.

(d) and (e) During the last five years, the Reporting Persons (i) have not been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) and (ii) have not been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree, or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) (1) 3MR Partners is a Texas limited partnership.

(2) Rusty Rush is a citizen of the United States of America.

The description of the 3MR Partnership Agreement in this Amendment No. 1 is qualified in its entirety by reference to the full and complete text of the 3MR Partnership Agreement, which was filed with the Original Schedule 13D as Exhibit 99.2 and is incorporated herein by reference.

Item 3. Source and Amount of Funds and Other Considerations.

Item 3 of the Schedule 13D is amended by adding the following:

The response to Item 2 is incorporated herein by this reference.

Rusty Rush acquired the Shares pursuant to the Will and the terms of the Settlement. The Settlement contains customary releases on the part of the parties relating to all past, present and future claims of whatever kind and character, whether known or unknown, relating to Marvin Rush and the Estate of Marvin Rush. Any monetary values allocated to assets in the Settlement do not represent the actual or perceived values of such assets, but rather any agreed-to monetary payments represent the parties to the Settlement taking into account familial harmony, the dismissal of a multitude of longstanding litigation matters and claims, mutual releases, and the avoidance of the expense and uncertainty of litigation that would continue if a settlement was not reached.

In addition to the shares of Class B Common Stock acquired pursuant to the Will and the terms of the Settlement, since the most recent filing on Schedule 13D, Rusty Rush acquired the shares of Class B Common Stock set forth on Exhibit A to this Amendment No. 1 in connection with his role as President and Chief Executive Officer of the Issuer through his compensatory arrangements with the Issuer.

The Reporting Persons may from time to time acquire shares of Class B Common Stock for investment purposes. Such shares of Class B Common Stock may be acquired with personal funds, funds borrowed by the Reporting Persons, or via compensatory arrangements with the Issuer.

Item 4. Purpose of Transaction.

Item 4 is hereby amended and supplemented as follows:

The response to Item 2 is incorporated herein by this reference.

This Amendment No. 1 is being filed by the Reporting Persons to: (i) reflect the distribution of the Shares to Rusty Rush from the Estate of Marvin Rush pursuant to the specific bequest included in the Will and the Settlement; (ii) report that in connection with repurchases by the Issuer of its Class B Common Stock from investors pursuant to its previously authorized stock buyback programs, the Reporting Persons' beneficial ownership of Class B Common Stock as a percentage of the outstanding shares of Class B Common Stock have passively increased by more than one percent since the most recent filing on Schedule 13D; and (iii) update the ownership percentages of the Reporting Persons to reflect developments since the most recent filing on Schedule 13D.

In addition to the Shares that Rusty Rush received from the Estate of Marvin Rush pursuant to the Will and the Settlement, he has acquired the shares of Class B Common Stock set forth on Exhibit A to this Amendment No. 1 in connection with his role as President and Chief Executive Officer of the Issuer and through his compensatory arrangements with the Issuer.

Each Reporting Person may purchase additional securities or dispose of securities in varying amounts and at varying times depending upon the Reporting Person's continuing assessments of pertinent factors, including the availability of shares of Class B Common Stock or other securities for purchase at particular price levels, the business prospects of the Issuer, other business investment opportunities, economic conditions, stock market conditions, money market conditions, the attitudes and actions of the Board of Directors and other members of management of the Issuer, the availability and nature of opportunities to dispose of shares of the Issuer and other plans and requirements of the particular entities.

Depending upon assessments of the above factors, the Reporting Persons may change their present intentions as stated above and they may assess whether to make suggestions to the management of the Issuer regarding financings, and whether to acquire additional securities of the Issuer, including shares of Class B Common Stock (by means of open market purchases, privately negotiated purchases, or otherwise) or to dispose of some or all of the securities of the Issuer, including shares of Class B Common Stock, under their control. The Reporting Persons may seek to acquire other securities of the Issuer, including other equity, debt, notes or other financial instruments related to the Issuer or the Class B Common Stock (which may include rights or securities exercisable or convertible into securities of the Issuer), and/or sell or otherwise dispose of some or all of such Issuer securities or financial instruments from time to time, in each case, in open market or private transactions, block sales or otherwise. Any transaction that the Reporting Persons may pursue may be made at any time and from time to time without prior notice and will depend on a variety of factors, including, without limitation, the price and availability of the Issuer's securities or other financial instruments, each Reporting Person's trading and investment strategies, subsequent developments affecting the Issuer, the Issuer's business and the Issuer's prospects, other investment and business opportunities available to the Reporting Persons, general industry and economic conditions, the securities markets in general, tax considerations and other factors deemed relevant by the Reporting Persons.

The Reporting Persons intend to review their investment in the Issuer on a continuing basis and, in the course of their review, may take actions with respect to their investment or the Issuer, including communicating from time to time with the Board of Directors, members of management, other securityholders of the Issuer, or other third parties, advisors, such as legal, financial, regulatory, or other advisors, to assist in the review and evaluation of strategic alternatives. Such discussions and other actions may relate to various alternative courses of action, including, without limitation, those related to an extraordinary corporate transaction (including, but not limited to a merger, reorganization or liquidation) involving the Issuer or any of its subsidiaries; a sale or transfer of a material portion of the assets of the Issuer or any of its subsidiaries or the acquisition of material assets; the formation of joint ventures or other strategic alliances with the Issuer or any of its subsidiaries; changes in the present business, operations, strategy, future plans or prospects of the Issuer, financial or governance matters; changes to the Board of Directors or management of the Issuer; changes to the capitalization, ownership structure, dividend policy, business or corporate structure or governance documents of the Issuer; de-listing or de-registration of the Issuer's securities; or any action similar to the foregoing. Such discussions and actions may be exploratory in nature, and not rise to the level of a plan or proposal.

The Reporting Persons may discuss items of mutual interest with the Issuer, which could include items in subparagraphs (a) through (j) of Item 4 of Schedule 13D. Except as described in the Original Schedule 13D, as amended by this Amendment No. 1, the Reporting Persons do not have any present plans or proposals that relate to or would result in any of the actions described in subparagraphs (a) through (j) of Item 4 of Schedule 13D, although the Reporting Persons, at any time and from time to time, may review, reconsider and change their position and/or change their purpose and/or develop such plans and may seek to influence the management of the Issuer or its Board of Directors with respect to the business and affairs of the Issuer and may from time to time consider pursuing or proposing such matters with advisors, the Issuer or other persons.

Item 5. Interest in Securities of the Issuer.

Item 5 is hereby amended in its entirety to read as follows:

The response to Item 4 is incorporated herein by this reference.

The ownership percentages set forth herein are calculated based upon 12,092,098 shares of Class B Common Stock outstanding as of October 20, 2022. This share information was supplied to the Reporting Persons by the Issuer in response to their inquiry. On October 12, 2020, the Issuer declared a three-for-two stock split with respect to its Class A and Class B Common Stock in the form of a stock dividend. Following this stock split: (i) 3MR Partners holds a total of 4,123 shares of Class A Common Stock, and a total of 4,504,123 shares of Class B Common Stock, of the Issuer; and (ii) Rusty Rush is deemed to beneficially own 120,224 shares of Class A Common Stock and 5,944,744 shares of Class B Common Stock, of the Issuer.

(a) As of the date of this Amendment No. 1, the Reporting Persons beneficially own the following numbers of shares of Class B Common Stock:

<u>Holder</u>	<u>Number of Shares of Class B Common Stock</u>	<u>Ownership Percentage of Class B Common Stock</u>
3MR Partners	4,504,123 (1)	37.2%
Rusty Rush	5,944,744 (2)	49.2%

(1) 3MR Partners beneficially owns 4,504,123 shares of the Class B Common Stock of the Issuer, which Rusty Rush, as the general partner, has dispositive and voting power of as further described in Clause (b) of this Item 5. Rusty Rush disclaims beneficial ownership of the shares held by 3MR Partners, except to the extent of his actual ownership interests in 3MR Partners.

(2) Rusty Rush's beneficial ownership includes: (i) 1,440,621 shares of Class B Common Stock directly owned by Rusty Rush; and (ii) 4,504,123 shares of Class B Common Stock owned by 3MR Partners, which Rusty Rush may be deemed to beneficially own as the general partner of 3MR Partners. Rusty Rush disclaims beneficial ownership of the shares of Class B Common Stock held by 3MR Partners, except to the extent of his actual ownership interests in 3MR Partners.

In addition to reporting the acquisition of shares of Class B Common Stock and the partnership interests in 3MR Partners by Rusty Rush from the Estate of Marvin Rush pursuant to the Settlement, the Reporting Persons are also filing this Amendment No. 1 to update their percentage beneficial ownership of the Class B Common Stock which has increased as a result of the Issuer's share repurchase programs and certain compensatory arrangements between the Issuer and Rusty Rush.

The Issuer has historically maintained share repurchase programs for the purchase of its Class A Common Stock and Class B Common Stock from time to time. In connection with the Issuer's share repurchase programs, the amount of Class B Common Stock outstanding has decreased, and consequently, the percentage of outstanding Class B Common Stock beneficially owned by the Reporting Persons has passively increased. Set forth on Exhibit B to this Amendment No. 1 is a list of the Issuer's annual repurchases of Class B Common Stock from investors since the filing of the Original Schedule 13D pursuant to its previously authorized share repurchase programs, as reported on the Issuer's Current Reports on Form 8-K filed with the SEC.

Since the filing of the Original Schedule 13D, each Reporting Person's ownership of the Class B Common Stock of the Issuer has been publicly reported on Forms 3 and 4 filed with the SEC on their behalf, and has been disclosed annually in the Issuer's definitive proxy statements filed with the SEC and made available to the shareholders of the Issuer.

(b) As of the date of this Amendment No. 1, the Reporting Persons had the power to vote and dispose of the following number of shares:

(1) Under the terms of the 3MR Partnership Agreement, Rusty Rush, as the general partner of 3MR Partners, has sole power to vote the 4,504,123 shares of Class B Common Stock held by 3MR Partners, and he has sole power to dispose of the 4,504,123 shares of Class B Common Stock held by 3MR Partners.

(2) Rusty Rush has the sole power to vote and dispose of 5,944,744 shares of Class B Common Stock of the Issuer, which includes 4,504,123 shares of Class B Common Stock of the Issuer as described in Clause (b)(1) of this Item 5. Rusty Rush disclaims beneficial ownership of the shares of Class B Common Stock held by 3MR Partners, except to the extent of his actual ownership interests in 3MR Partners.

(c) Each of the Reporting Persons effected the following transactions in the Class B Common Stock of the Issuer during the past 60 days:

(1) 3MR Partners has not effected any transactions in the Class B Common Stock of the Issuer during the past 60 days nor since the filing of the Original Schedule 13D.

(2) Set forth on Exhibit A to this Amendment No. 1 is a list of transactions in the shares of Class B Common Stock of the Issuer effected by Rusty Rush since the most recent filing on Schedule 13D. The share amounts and values listed on Exhibit A have been adjusted to give retroactive effect to the Stock Split.

(d) Not applicable

(e) Not applicable.

The description of the 3MR Partnership Agreement in this Amendment No. 1 is qualified in its entirety by reference to the full and complete text of the 3MR Partnership Agreement, which was filed with the Original Schedule 13D as Exhibit 99.2 and is incorporated herein by reference.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

Item 6 is hereby amended and supplemented as follows:

Loan Agreement and related Pledge Agreement

As part of the Settlement, Rusty Rush paid approximately \$36.6 million to Barbara Rush. In connection therewith, on October 18, 2022, Rusty Rush and Frost Bank, entered into a personal loan agreement (the "Loan Agreement") and related pledge and security agreement (the "Pledge Agreement"), pursuant to which Frost Bank agreed to provide a personal loan in the principal amount of \$40,000,000 to Rusty Rush. A promissory note was issued in connection with the loan in the amount of \$40,000,000, secured by approximately 88,190 shares of Class A Common Stock of the Issuer and 1,111,810 shares of Class B Common Stock of the Issuer, which are the subject of the Pledge Agreement. If Rusty Rush defaults on the Loan Agreement or upon the occurrence of certain events that are customary for this type of loan, Frost Bank may: (i) declare the entire unpaid principal balance under this loan and all accrued unpaid interest immediately due; (ii) require Rusty Rush to post additional collateral; or (iii) foreclose on, and dispose of, the pledged shares in accordance with the Loan Agreement and Pledge Agreement. In the event of a default and Frost Bank's determination to foreclose on the pledged shares, the Issuer is entitled to a right of first refusal to repurchase such pledged shares.

The pledged securities represent approximately 20% of the total amount of securities beneficially owned by Rush. The Pledge was pre-approved by the Company's General Counsel in accordance with the terms of the Company's insider trading policy. In addition, the Board of Directors of the Company also approved the Pledge. The right of first refusal to repurchase the pledged shares was negotiated between the Issuer and Frost after the terms of the personal loan were negotiated between Frost and Rusty Rush. There is no obligation for the Issuer to purchase such securities and any right to purchase would only be exercised if the Board of Directors of the Issuer determined that such purchase was in the in the best interest of shareholders.

As discussed above, in connection with the Loan Agreement, Rusty Rush and Frost Bank entered into the Pledge Agreement, pursuant to which Rusty Rush granted to Frost Bank, his present and future rights, title and interest in and to 88,190 shares of Class A Common Stock of the Issuer and 1,111,810 shares of Class B Common Stock of the Issuer. Frost Bank may hold the shares as collateral until all indebtedness under the Loan Agreement has been paid and satisfied. Thereafter, Frost Bank shall deliver the shares to Rusty Rush.

The description of the Loan Agreement and the Pledge Agreement is qualified in its entirety by reference to the full and complete text of the Loan Agreement and the Pledge Agreement, which is being filed herewith as [Exhibit 99.2](#) and [Exhibit 99.3](#), respectively, and incorporated herein by reference.

Item 7. Material to be Filed as Exhibits.

Item 7 is hereby amended and supplemented as follows:

Exhibit No. Document

- 99.1 [Joint Filing Agreement, dated as of October 20, 2022, between Rusty Rush and 3MR Partners, L.P.](#)
 - 99.2 [Loan Agreement, dated as of October 18, 2022, between Rusty Rush and Frost Bank.](#)
 - 99.3 [Pledge and Security Agreement, dated as of October 18, 2022, between Rusty Rush and Frost Bank.](#)
-

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

3MR PARTNERS, L.P.

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

Name: W. M. "Rusty" Rush

Title: General Partner

Dated: October 21, 2022

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

W.M. "Rusty" Rush

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

Name: W. M. "Rusty" Rush

Dated: October 21, 2022

EXHIBIT A**SCHEDULE OF TRANSACTIONS**

Name of Reporting Person	Date of Transaction	Acquisition or Disposition	Aggregate Number of Shares of Class B Common Stock	Price Per Share of Class B Common Stock
Rusty Rush	3/15/2022	Disposition	20,526	\$49.90
Rusty Rush	3/15/2022	Acquisition	70,000	\$0
Rusty Rush	3/13/2022	Disposition	9,686	\$48.35
Rusty Rush	3/16/2021	Acquisition	685,4773	\$44.50
Rusty Rush	3/15/2021	Disposition	32,861	\$44.59
Rusty Rush	3/15/2021	Acquisition	65,000	\$0
Rusty Rush	12/10/2020	Acquisition	640,1816	\$36.92
Rusty Rush	9/10/2020	Acquisition	556,9158	\$28.20
Rusty Rush	6/10/2020	Acquisition	601,784	\$24.15
Rusty Rush	3/17/2020	Acquisition	622,5375	\$19.43
Rusty Rush	3/15/2020	Disposition	12,001.50	\$21.89
Rusty Rush	3/15/2020	Disposition	11,311.50	\$21.89
Rusty Rush	3/13/2020	Acquisition	97,500	\$0
Rusty Rush	12/10/2019	Acquisition	396,087	\$30.45
Rusty Rush	9/10/2019	Acquisition	430,491	\$27.93
Rusty Rush	6/10/2019	Acquisition	449,652	\$24.60
Rusty Rush	5/22/2019	Disposition	16,804.50	\$25.26
Rusty Rush	3/15/2019	Acquisition	381,11	\$26.93
Rusty Rush	3/15/2019	Disposition	11,313	\$26.93
Rusty Rush	3/15/2019	Acquisition	91,500	\$0
Rusty Rush	12/10/2018	Acquisition	753,165	\$22.37
Rusty Rush	8/29/2018	Acquisition	572,99	\$29.32
Rusty Rush	3/15/2018	Acquisition	86,250	\$0
Rusty Rush	3/13/2018	Disposition	10,821	\$25.89
Rusty Rush	3/15/2017	Disposition	7,551	\$20.91
Rusty Rush	3/15/2017	Acquisition	82,500	\$0
Rusty Rush	3/13/2017	Disposition	8,262	\$20.79
Rusty Rush	3/15/2016	Disposition	12,444	\$11.77
Rusty Rush	3/15/2016	Acquisition	82,500	\$0
Rusty Rush	3/13/2015	Acquisition	82,500	\$0
Rusty Rush	3/15/2014	Acquisition	54,000	\$0
Rusty Rush	3/7/2014	Acquisition	45,000	\$5.298
Rusty Rush	3/18/2013	Acquisition	45,000	\$0
Rusty Rush	3/8/2013	Acquisition	64,494	\$1.662

EXHIBIT B

SHARE REPURCHASES OF THE ISSUER

(The below table reflects Issuer repurchases from investors pursuant to the Issuer's previously authorized stock buyback programs.)

Year	Number of Shares	Total Repurchased	Average Price Per Share
2013	832,014	\$12,873,003	\$15.45
2014	673,728	\$12,873,003	\$18.17
2015	84,116	\$1,463,500	\$17.38
2016	1,247,025	\$21,022,821	\$16.86
2017	1,467,204	\$33,929,523	\$23.13
2018	608,409	\$16,739,337	\$27.51
2019	413,331	\$10,870,623	\$26.30
2020	225,445	\$6,729,224	\$29.85
2021	418,615	\$18,150,564	\$43.36
2022	159,086	\$7,859,552	\$49.40

JOINT FILING AGREEMENT

Pursuant to and in accordance with Rule 13d-1(k)(1) under the Securities Exchange Act of 1934, as amended, the undersigned agree to the joint filing, on behalf of each of them, of this Schedule 13D (Amendment No. 1) with respect to the Class B Common Stock, par value \$0.01 per share, of Rush Enterprises, Inc., with the Securities and Exchange Commission, and further agree that this Joint Filing Agreement shall be included as an exhibit to such joint filing.

IN WITNESS WHEREOF, each of the undersigned has executed and delivered this Joint Filing Agreement as of October 20, 2022.

3MR Partners, L.P., a Texas limited partnership

By: /s/ W. M. "Rusty" Rush
Name: W. M. "Rusty" Rush
Title: General Partner

/s/ W. M. "Rusty" Rush
W. M. "RUSTY" RUSH



LOAN AGREEMENT

Borrower: W.M. "Rusty" Rush
Address: 555 I.H. 35 South, Ste. 500
New Braunfels, Texas 78130

Lender: Frost Bank
Address: P.O. Box 1600
San Antonio, Texas 78296

THIS LOAN AGREEMENT (this "Loan Agreement") is dated October 18, 2022, by and between Borrower and Lender.

ARTICLE I

Definitions and Use of Terms

Section 1.01. Certain Definitions. As used herein, the following terms have the meanings indicated, unless the context otherwise requires:

"Advance" means a disbursement by Lender of any of the proceeds of the Loan.

"Affiliate" means any individual or entity directly or indirectly controlling, controlled by, or under common control with, another individual or entity (for purposes of clarity and the avoidance of doubt, neither Rush Enterprises, Inc., nor any of its subsidiaries or affiliates shall be considered to be an "Affiliate" of Borrower under this Loan Agreement or any other Loan Document).

"Applicable Bankruptcy Law" means the United States Bankruptcy Code or any other present or future insolvency, bankruptcy, liquidation, conservatorship, reorganization or moratorium Governmental Requirement or other similar Governmental Requirements.

"Business Day" means a day other than a Saturday, Sunday or a day on which commercial banks in the State of Texas are authorized to be closed, or are in fact closed.

"Closing Date" means the date of this Loan Agreement.

"Code" means the Internal Revenue Code of 1986, as amended, and the regulations promulgated and rulings issued thereunder.

"Collateral" means any and all Property and rights and interests in or to Property of Borrower, whether tangible or intangible, in which a Lien is granted or purported to be granted pursuant to the Loan Documents. For purposes of clarity and the avoidance of doubt, the Collateral secures only the Secured Loan and not the Unsecured Loan.

"Default" means any event or circumstance that constitutes an Event of Default or, that with, the lapse of time, would (if not cured or otherwise remedied during such time) constitute an Event of Default.

“Environmental Laws” means any and all Federal, state, local, and foreign Governmental Requirements, judgments, permits, concessions, grants, franchises, licenses, agreements or governmental restrictions relating to pollution and the protection of health and the environment or the release of any materials into the environment, including those related to hazardous substances or wastes, air emissions and discharges to waste or public systems.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“ERISA Affiliate” means any trade or business (whether or not incorporated) under the control of Borrower within the meaning of Section 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Section 412 of the Code).

“ERISA Event” means (a) a Reportable Event with respect to a Pension Plan; (b) a withdrawal by Borrower or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a Plan year in which it was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) a complete or partial withdrawal by Borrower or any ERISA Affiliate from a Multiemployer Plan or notification that a Multiemployer Plan is in reorganization; (d) the filing of a notice of intent to terminate, the treatment of a Plan amendment as a termination under Sections 4041 or 4041A of ERISA, or the commencement of proceedings by the PBGC to terminate a Pension Plan or Multiemployer Plan; (e) an event or condition which constitutes grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan or Multiemployer Plan; or (f) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, upon Borrower or any ERISA Affiliate.

“Event of Default” has the meaning set forth in Article IX.

“Financial Statements” means financial information of Borrower and its Affiliates, if any, as required and set forth in Section 6.01 as, at the time in question, have been most recently furnished to Lender.

“GAAP” means generally accepted accounting principles in the United States set forth in the statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States, that are applicable to the circumstances as of the date of determination, consistently applied.

“Governmental Authority” means the United States, the state, the county, the city or any other political subdivision in which the Property is located, and any court or political subdivision, agency, or instrumentality having jurisdiction over Borrower, any Affiliates of Borrower, or the Collateral, domestic or foreign.

“Governmental Requirements” means all constitutions, statutes, laws, ordinances, rules, regulations, orders, writs, injunctions or decrees of any Governmental Authority applicable to Borrower, any Affiliates of Borrower, or the Collateral.

“Guarantee” means, as to any Person, (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation payable or performable by another Person (the “primary obligor”) in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Indebtedness or other obligation of the payment or performance of such Indebtedness or other obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation, or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of such Person securing any Indebtedness or other obligation of any other Person, whether or not such Indebtedness or other obligation is assumed by such Person. The amount of any Guarantee will be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof. The term “Guarantee” as a verb has a corresponding meaning.

“Hazardous Materials” means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

“Indebtedness” means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP: (a) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments; (b) all direct or contingent obligations of such Person arising under letters of credit (including standby and commercial), bankers’ acceptances, bank guaranties, surety bonds and similar instruments; (c) net obligations of such Person under any Interest Rate Protection Agreement; (d) all obligations of such Person to pay the deferred purchase price of property or services (other than trade accounts payable in the ordinary course of business that are not past due); (e) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements), whether or not such indebtedness will have been assumed by such Person or is limited in recourse; (f) capital leases; and (g) all Guarantees of such Person in respect of any of the foregoing. For all purposes hereof, the Indebtedness of any Person will include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer, unless such Indebtedness is expressly made non-recourse to such Person.

“Information” means all information received from Borrower or any Affiliate of Borrower relating to Borrower or such Affiliate or any of their respective businesses, other than any such information that is available to Lender on a nonconfidential basis prior to disclosure by Borrower or such Affiliate; provided that, in the case of information received from Borrower or any of its Affiliates after the Closing Date, such information is clearly identified at the time of delivery as confidential.

“Interest Rate Protection Agreement” means any interest rate swap agreement, interest rate exchange agreement, currency exchange agreement, foreign exchange agreement, interest rate and currency exchange agreement, forward rate agreement, rate floor agreement, interest rate protection agreement, interest rate cap agreement, rate collar agreement, any option agreement respecting the foregoing, International Swaps and Derivatives Association, Inc. (ISDA) Master Agreement, or any similar agreement or arrangement and any schedule, confirmation, exhibit, document or instrument evidencing any interest in a transaction covered by any such agreement now existing or hereafter entered into by a Person to hedge the risk of variable interest rate volatility or fluctuations of interest rates, as the same may be modified, supplemented, amended or revised and in effect from time to time.

“IRS” means the United States Internal Revenue Service.

“Lien” means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement, and any financing lease having substantially the same economic effect as any of the foregoing).

“Loan” is defined in Section 2.01.

“Loan Documents” means this Loan Agreement, the Note, the Security Agreement, all Interest Rate Protection Agreements (if any), and such other documents, instruments and agreements, evidencing, securing or pertaining to the Obligations as will from time to time be executed and delivered to Lender by Borrower, any Affiliate of Borrower, or any other party pursuant to this Loan Agreement, and any future amendments, restatements, modifications, ratifications, confirmations, extensions or supplements hereto or thereto.

“Margin Stock” has the meaning given thereto in Section 221.3(v) of Regulation U, promulgated by the Board of Governors of the Federal Reserve System, F.R.S. Reg. U, 12 C.F.R. part 221 (January 1, 1983, revision), as amended from time to time.

“Material Adverse Change” means (a) a material adverse change in, or a material adverse effect upon, the operations, business, prospects, properties, assets, liabilities (actual or contingent), condition (financial or otherwise) of Borrower or its Affiliates, if any, taken as a whole; (b) a material impairment of the ability of Borrower to perform its obligations under any Loan Document; (c) a material adverse effect upon the legality, validity, binding effect or enforceability against Borrower or any Affiliate of Borrower of any Loan Document to which it is a party or the rights of Lender under any Loan Document; or (d) a material restatement or revision of a previously submitted financial statement pursuant to an audit.

“Multiemployer Plan” means any employee benefit plan of the type described in Section 4001(a)(3) of ERISA, to which Borrower or any ERISA Affiliate makes or is obligated to make contributions, or during the preceding five plan years, has made or been obligated to make contributions.

“Note” is defined in Section 2.02.

“Obligations” mean all present and future Indebtedness, obligations and liabilities of Borrower to Lender arising pursuant to the Loan, this Loan Agreement or any of the other Loan Documents or otherwise, and any renewals, extensions, increases, or amendments thereof, or any part thereof, regardless of whether such Indebtedness, obligations and liabilities are direct, indirect, fixed, contingent, liquidated, unliquidated, joint, several or joint and several and including interest and fees that accrue after the commencement by or against Borrower of any proceeding under any Applicable Bankruptcy Law naming Borrower as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding.

“Patriot Act” is defined in Section 5.16.

“Pension Plan” means any “employee pension benefit plan” (as such term is defined in Section 3(2) of ERISA), other than a Multiemployer Plan, that is subject to Title IV of ERISA and is sponsored or maintained by Borrower or any ERISA Affiliate or to which Borrower or any ERISA Affiliate contributes or has an obligation to contribute, or in the case of a multiple employer or other plan described in Section 4064(a) of ERISA, has made contributions at any time during the immediately preceding five plan years.

“Person” means any individual, firm, corporation, association, partnership, joint venture, trust, entity, unincorporated organization or Governmental Authority.

“Plan” means any “employee benefit plan” (as such term is defined in Section 3(3) of ERISA) established by Borrower or, with respect to any such plan that is subject to Section 412 of the Code or Title IV of ERISA, any ERISA Affiliate.

“Property” means all property, whether real or personal, tangible or intangible, securing the Obligations.

“Reportable Event” means any of the events set forth in Section 4043(c) of ERISA, other than events for which the 30-day notice period has been waived.

“Security Agreement” means the Pledge and Security agreement executed by Borrower in connection with this Loan Agreement, as such may be amended, modified, ratified, supplemented, restated or replaced from time to time.

“UCC” means the Uniform Commercial Code of the State of Texas or of any other state having jurisdiction with respect to any of the rights and remedies of Lender under the Loan Documents, as amended.

“Unfunded Pension Liability” means the excess of a Pension Plan’s benefit liabilities under Section 4001(a)(16) of ERISA, over the current value of that Pension Plan’s assets, determined in accordance with the assumptions used for funding the Pension Plan pursuant to Section 412 of the Code for the applicable plan year.

Section 1.02. Headings. The headings, captions, and arrangements used in any of the Loan Documents are, unless specified otherwise, for convenience only and will not be deemed to limit, amplify, or modify the terms of the Loan Documents nor to affect the meaning thereof.

Section 1.03. Number and Gender of Words. Whenever herein the singular number is used, the same will include the plural where appropriate, and words of any gender will include each other gender where appropriate.

Section 1.04. Money. Unless stipulated otherwise, all references herein or in any of the Loan Documents to “Dollars,” “money,” “payments,” or other similar financial or monetary terms are references to currency of the United States of America.

Section 1.05. Articles, Sections and Exhibits. All references herein to Articles and Sections are, unless specified otherwise, references to articles and sections of this Loan Agreement. All references herein to an “Exhibit,” “Annex” or “Schedule” are references to exhibits, annexes or schedules attached hereto, all of which are made a part hereof for all purposes, the same as if set forth herein verbatim, it being understood that if any exhibit, annex or schedule attached hereto, which is to be executed and delivered, contains blanks, the same will be completed correctly and in accordance with the terms and provisions contained and as contemplated herein prior to or at the time of the execution and delivery thereof. The words “herein,” “hereof,” “hereunder” and other similar compounds of the word “here” when used in this Loan Agreement will refer to the entire Loan Agreement and not to any particular provision or section.

Section 1.06. Accounting Terms. Unless otherwise specified, all accounting and financial terms and covenants set forth above are to be determined according to GAAP. If at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth in any Loan Document, and either Borrower or Lender will so request, Lender and Borrower will negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP (subject to the approval of Lender), provided that, until so amended, (a) such ratio or requirement will continue to be computed in accordance with GAAP prior to such change therein and (b) Borrower will provide to Lender financial statements and other documents required under this Loan Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP.

ARTICLE II

Loan

Section 2.01. Loan. Subject to the terms and conditions set forth in this Loan Agreement and the other Loan Documents, Lender hereby agrees to provide to Borrower the following credit facility (the “Loan”):

(a) Term Loan. Lender agrees to lend to Borrower on a non-revolving basis, and Borrower agrees to borrow from Lender, the amount of \$40,000,000.00 in a single Advance on the Closing Date, subject to the maturity date stated in the Note.

Section 2.02. Note. The Loan will be evidenced by that one certain Promissory Note (the “Note”) of even date herewith in the original principal amount of \$40,000,000.00 executed by Borrower and payable to the order of Lender. Interest on the Note will accrue at the rate set forth in the Note. The principal of and interest on the Note will be due and payable in accordance with the terms and conditions set forth in the Note and in accordance with the terms and conditions set forth in this Loan Agreement.

Section 2.03. Origination Fee. On or before the Closing Date, Borrower shall pay Lender an origination fee of \$40,000.00.

Section 2.04. Capital Adequacy. If after the Closing Date, Lender will have determined that the adoption or implementation of any applicable Governmental Requirement regarding capital adequacy or any change therein, or any change in the interpretation or administration thereof by any central bank or other Governmental Authority charged with the interpretation or administration thereof, or compliance by Lender (or its parent) with any guideline, request, or directive regarding capital adequacy (whether or not having the force of law) of any such central bank or other Governmental Authority, has or would have the effect of reducing the rate of return on Lender's (or its parent's) capital as a consequence of its obligations hereunder or the transactions contemplated hereby to a level below that which Lender (or its parent) could have achieved but for such adoption, implementation, change, or compliance (taking into consideration Lender's policies with respect to capital adequacy) by an amount deemed by Lender to be material, then from time to time, within 10 Business Days after demand by Lender, Borrower will pay to Lender (or its parent) such additional amount or amounts as will compensate Lender for such reduction. A certificate of Lender claiming compensation under this Section and setting forth the additional amount or amounts to be paid to it hereunder will be conclusive, provided that the determination thereof is made on a reasonable basis. In determining such amount or amounts, Lender may use any reasonable averaging and attribution methods.

ARTICLE III

[Reserved]

ARTICLE IV

Conditions Precedent

Section 4.01. Extension of Credit. The obligation of Lender to make an Advance hereunder is subject to the condition precedent that Lender will have received on or before the day of such Advance all of the following, each dated (unless otherwise indicated) the Closing Date, in form and substance satisfactory to Lender:

- (a) Note. The Note executed by Borrower;
- (b) Security Agreement. The Security Agreement executed by Borrower;
- (c) Arbitration Agreement. The Arbitration and Notice of Final Agreement executed by Borrower;
- (d) Statement of Purpose. The Statement of Purpose for an Extension of Credit Secured by Margin Stock (Federal Reserve Form U-1) executed by Borrower;

(e) UCC, Lien Search, etc. The results of a Uniform Commercial Code, tax Lien and judgment searches showing all financing statements and other documents or instruments on file against Borrower and any Affiliate of Borrower with the applicable authority in the jurisdiction of such Person's principal residence, place of business or chief executive office (as applicable) and such other jurisdictions requested by Lender, such search to be as of a date no more than 10 days prior to the Closing Date;

(f) Attorneys' Fees and Expenses. Evidence that the costs and expenses (including reasonable attorneys' fees) referred to in Section 10.13, to the extent incurred, will have been paid in full by Borrower; and

(g) Additional Documentation. Lender will have received such additional approvals, certificates, opinions, instruments or documents as Lender or its legal counsel may request, including but without limitation a copy of the fully-executed final Settlement Agreement and related judicial order(s) or decree(s) with respect to Cause No. 2018-PC-0183 filed in the County Court at Law of Guadalupe County, Texas, and a formal opinion letter from counsel to Borrower, in form and substance satisfactory to Lender and its legal counsel in their sole and absolute discretion.

ARTICLE V

Representations and Warranties

Borrower hereby represents and warrants to Lender as follows:

Section 5.01. Existence; Authority; Compliance with Governmental Requirements. Borrower (a) is an individual, (b) has all requisite authority to execute, deliver and perform the Loan Documents to which he is a party, to own his property and to conduct his affairs, and (c) is in compliance with all Governmental Requirements.

Section 5.02. Binding Obligations. The execution, delivery, and performance of this Loan Agreement and all of the other Loan Documents by Borrower constitute legal, valid and binding obligations of Borrower, enforceable in accordance with their respective terms, except as enforcement of remedies may be limited by Applicable Bankruptcy Law.

Section 5.03. No Consent. The execution, delivery and performance of this Loan Agreement and all of the other Loan Documents, and the consummation of the transactions contemplated hereby and thereby, do not (a) conflict with, result in a violation of, or constitute a default under (i) any Governmental Requirements or (ii) any contract, agreement, document or instrument to which Borrower is a party or affecting such Person or the property of such Person, or (b) require the consent, approval or authorization of or notice to or filing with any third party, not otherwise obtained and delivered to Lender.

Section 5.04. Taxes; Governmental Charges. Borrower and each of its Affiliates, if any, have timely filed all federal, state and local tax reports and returns required by any Governmental Requirement to be filed, including, without limitation, all income, employment, property and sales tax returns, as applicable, and have duly paid all their respective liabilities for taxes, assessments, governmental charges and levies that are due and payable. The reserves reflected on the financial statements of Borrower and each of its Affiliates, if any, are adequate in amount for the payment of all tax liabilities for Borrower and such Affiliates accrued through the date of such financial statements. To the best of Borrower's knowledge, there is no pending investigation or audit of Borrower or any Affiliate of Borrower by any taxing authority. Furthermore, to the best of Borrower's knowledge, there is no pending but unassessed tax liability of Borrower or any Affiliate of Borrower or any unresolved questions or claims concerning any tax liability of Borrower or any of its Affiliates.

Section 5.05. No Default. Neither Borrower nor any Affiliate of Borrower is in default under or with respect to any contractual obligation that, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Change. No Default has occurred and is continuing or would result from the consummation of the transactions contemplated by this Loan Agreement or any other Loan Document.

Section 5.06. Financial Statements. The Financial Statements are (a) true, correct and complete as of the dates specified therein, (b) fully and accurately present the financial condition for the period covered thereby of Borrower and any Affiliates, as applicable, as of the dates specified and (c) prepared in accordance with GAAP. Since the date of the Financial Statements, no Material Adverse Change has occurred, except as heretofore disclosed in writing to Lender, nor has Borrower or any of its Affiliates incurred any material liability, direct or indirect, fixed or contingent. Borrower is solvent.

Section 5.07. Suits, Actions, Etc. Other than Cause No. 2018-PC-0183 filed in the County Court at Law of Guadalupe County, Texas, there are no investigations, actions, suits or proceedings pending or to the knowledge of Borrower threatened before or by any Governmental Authority or arbitration authority against or affecting Borrower or any of its Affiliates or the Collateral, or involving the validity, enforceability or priority of any of the Loan Documents. Neither Borrower nor any of its Affiliates is, and the consummation of the transactions contemplated hereby and the performance or satisfaction of any of the terms or conditions hereof and of the other Loan Documents will not cause Borrower or such Affiliates, if any, to be, in violation of or in default with respect to any Governmental Requirement or in default (or provide cause for acceleration of Indebtedness) under any mortgage, deed of trust, lease, promissory note, loan agreement, credit agreement, partnership agreement or other agreement or restriction to which Borrower or any of its Affiliates is a party or by which Borrower or any of its Affiliates or the Collateral may be bound or affected.

Section 5.08. Insurance. Borrower and its Affiliates, if any, and the properties of Borrower and its Affiliates, if any, are insured with financially sound and reputable insurance companies not Affiliates of Borrower, in such amounts, with such deductibles and covering such risks required by Lender and in the absence of such requirements, as are customarily carried by Persons owning similar properties and/or engaged in similar businesses in localities where Borrower or the applicable Affiliate, if any, operates.

Section 5.09. Affiliates. Borrower (a) has no Affiliates other than those specifically disclosed on Schedule 5.09, (b) has no controlling equity investments or other interests convertible into equity in any other corporation or entity other than those specifically disclosed in Schedule 5.09, and (c) has no, and does not transact business under any, assumed names or trade names.

Section 5.10. Ownership of Property; Liens. Borrower and each of its Affiliates, if any, have good record and indefeasible title in fee simple to, or valid leasehold interests in, all personal and real property, including the Collateral, except for such defects in title as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Change. The Collateral is not subject to any Lien other than Liens in favor of Lender. All property of Borrower, including the Collateral, is titled in Borrower's legal name, and Borrower has not used any other name during the last five years.

Section 5.11. Environmental Compliance and Claims. Borrower has reasonably concluded that he is in compliance with all applicable existing Environmental Laws and affirms that there are no pending or, to the best knowledge of Borrower, threatened environmental claims against Borrower which, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Change.

Section 5.12. ERISA Compliance.

(a) Each Plan, if applicable, is in compliance in all material respects with the applicable provisions of ERISA, the Code and other Governmental Requirements. Each such Plan that is intended to qualify under Section 401(a) of the Code has received a favorable determination letter from the IRS or an application for such a letter is currently being processed by the IRS with respect thereto and, to the best knowledge of Borrower, nothing has occurred which would prevent, or cause the loss of, such qualification. Borrower and each ERISA Affiliate have made all required contributions to each such Plan subject to Section 412 of the Code, and no application for a funding waiver or an extension of any amortization period pursuant to Section 412 of the Code has been made with respect to any Plan.

(b) There are no pending or, to the best knowledge of Borrower, threatened claims, actions or lawsuits, or action by any Governmental Authority, with respect to any Plan that could be reasonably be expected to have a Material Adverse Change. There has been no prohibited transaction or violation of the fiduciary responsibility rules with respect to any Plan that has resulted or could reasonably be expected to result in a Material Adverse Change.

(c) (i) No ERISA Event has occurred or is reasonably expected to occur; (ii) no Pension Plan has any Unfunded Pension Liability; (iii) neither Borrower nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability under Title IV of ERISA with respect to any Pension Plan (other than premiums due and not delinquent under Section 4007 of ERISA); (iv) neither Borrower nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability (and no event has occurred which, with the giving of notice under Section 4219 of ERISA, would result in such liability) under Sections 4201 or 4243 of ERISA with respect to a Multiemployer Plan; and (v) neither Borrower nor any ERISA Affiliate has engaged in a transaction that could be subject to Sections 4069 or 4212(c) of ERISA.

Section 5.13. Margin Regulations; Investment Company Act; Public Utility Holding Company Act.

(a) Borrower is not engaged and will not engage in the ongoing business of purchasing or carrying Margin Stock or extending credit to third parties for the purpose of purchasing or carrying Margin Stock.

(b) Borrower is not (i) a “holding company,” or a “subsidiary company” of a “holding company,” or an “affiliate” of a “holding company” or of a “subsidiary company” of a “holding company,” within the meaning of the Public Utility Holding Company Act of 1935, or (ii) required to be registered as an “investment company” under the Investment Company Act of 1940.

Section 5.14. Disclosure. Borrower has disclosed to Lender all agreements, documents, instruments and organizational documents or other restrictions to which it or any of its Affiliates is subject, and all other matters known to it, that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Change. No report, financial statement, certificate or other information furnished (whether in writing or orally) by or on behalf of Borrower or any of its Affiliates to Lender in connection with the transactions contemplated hereby and the negotiation of this Loan Agreement or delivered hereunder (as modified or supplemented by other information so furnished) contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, with respect to projected financial information, Borrower represents only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time.

Section 5.15. Intellectual Property. If applicable, Borrower and its Affiliates, if any, own, or possess the right to use, all of the trademarks, service marks, trade names, copyrights, patents, patent rights, franchises, licenses, slogans, other advertising products and processes, and other intellectual property rights that are reasonably necessary for the operation of their respective businesses, without conflict with the rights of any other Person. To the best knowledge of Borrower, no slogan or other advertising product, process or other material now used by Borrower or any of its Affiliates infringes upon any rights held by any other Person.

Section 5.16. Patriot Act. All capitalized words and phrases and all defined terms used in the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the “Patriot Act”) and in other statutes and all orders, rules and regulations of the United States government and its various executive department, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001, are hereinafter collectively referred to as the “Patriot Rules” and are incorporated into this section of the Loan Agreement. Borrower represents and warrants to Lender that neither it nor any of its Affiliates, if any, is a Person named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of any such Person. Borrower further represents and warrants to Lender that Borrower and its Affiliates, if any, are not, directly or indirectly, engaged in, nor facilitating, the transactions contemplated by this Loan Agreement on behalf of any Person named as a Specially Designated National and Blocked Person. Borrower hereby agrees to defend, indemnify and hold harmless Lender from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys’ fees and costs) arising from or related to any breach of the foregoing representations and warranties.

ARTICLE VI

Affirmative Covenants

Until all Obligations are fully paid and satisfied, Borrower agrees and covenants that it will, and will cause each Affiliate, if any, to:

Section 6.01. Furnish to Lender:

(a) Annual Financial Statements. As soon as available and in any event within sixty (60) days after the end of each calendar year, a consolidated and consolidating financial statement of Borrower and its Affiliates, if any, as of the end of such calendar year, all in form and substance and in reasonable detail satisfactory to Lender and duly certified by Borrower (i) as being true and correct in all material aspects to the best of his or her knowledge and (ii) as having been prepared in accordance with GAAP.

(b) Tax Returns. Copies of Borrower's income tax returns (federal and state, if any) within one hundred twenty (120) days after the applicable filing date for the tax reporting period thereof, prepared by a tax professional satisfactory to Lender.

(c) Compliance Certificate. A certificate in form acceptable to Lender signed by Borrower, within sixty (60) days after the end of each calendar year, stating that Borrower is in full compliance with all of its obligations under this Loan Agreement and all other Loan Documents and is not in Default of any term or provisions hereof or thereof.

Section 6.02. Notices. Promptly notify Lender:

(a) of the occurrence of any Default;

(b) of any matter that has resulted or could reasonably be expected to result in a Material Adverse Change, including (i) breach or non-performance of, or any default under, a contractual obligation of Borrower or any of its Affiliates; (ii) any dispute, litigation, investigation, proceeding or suspension between Borrower or any of its Affiliates and any Governmental Authority; or (iii) the commencement of, or any material development in, any litigation or proceeding affecting Borrower or any of its Affiliates;

(c) of the occurrence of any ERISA Event;

(d) of a change in name of Borrower or any of its Affiliates or a change in the location of Borrower or any of its Affiliates or the Collateral, in each case, within 30 days prior to such change; and

(e) of any material change in accounting policies or financial reporting practices by Borrower or any of its Affiliates.

Each notice pursuant to this Section will be accompanied by a statement of Borrower setting forth details of the occurrence referred to therein and stating what action Borrower has taken and proposes to take with respect thereto. Each notice pursuant to this Section will describe with particularity any and all provisions of this Loan Agreement and any other Loan Document that have been breached or affected thereby.

Section 6.03. Books and Records. Maintain its books and records in accordance with GAAP.

Section 6.04. [Reserved.]

Section 6.05. [Reserved.]

Section 6.06. Maintenance of Insurance. Maintain with financially sound and reputable insurance companies not Affiliates of Borrower, insurance with respect to its properties and business, if applicable, against loss or damage of the kinds customarily insured against by Persons similarly situated as Borrower (or any Affiliate of Borrower, if applicable) and in such amounts as are customarily carried under similar circumstances by such other Persons and providing for not less than 30 days' prior notice to Lender of termination, lapse or cancellation of such insurance. Borrower will, and will cause each of its Affiliates, if any, to, deliver to Lender upon Lender's request, originals or certified copies of insurance policies or certificates of insurance, each in form and substance satisfactory to Lender.

Section 6.07. Right of Inspection. Permit Lender to (a) examine, audit and make and take away copies or reproductions of its books and records, and (b) discuss with its respective independent auditors its respective assets, liabilities, and financial positions, at all reasonable times. Borrower shall be responsible for the reasonable costs and expenses associated with such examinations and/or discussions. To the extent Borrower maintains any records, including computer generated records and software programs for the generation of such records in the possession of a third party, Borrower will, to the extent such records constitute Collateral, (i) notify such third party of Lender's Lien in such records, (ii) cause such party to grant access to Lender to such records and (iii) provide Lender with copies of any records Lender may request, all at Borrower's sole cost and expense.

Section 6.08. Right to Additional Information. Furnish Lender with such additional information and statements, lists of assets and liabilities, statements of contingent liabilities, tax returns, and other reports and certificates with respect to Borrower's or any applicable Affiliate's financial condition, business operations (if applicable), and compliance with the terms of the Loan Documents as Lender may request from time to time.

Section 6.09. Compliance with Governmental Requirements. Perform and comply with all Governmental Requirements applicable to Borrower or its Affiliates, if any, and their property and businesses and operations, if applicable (including, without limitation, all applicable Environmental Laws).

Section 6.10. Taxes. Timely pay and discharge when due all of its Indebtedness and obligations, including without limitation, all assessments, taxes, governmental charges, levies, Liens and claims, of every kind and nature, imposed upon Borrower or any of its Affiliates, or any of their properties, income, or profits, prior to the earlier of the date on which such obligation would become delinquent or the date penalties would attach, and all lawful claims that, if unpaid, might become a Lien or charge upon any of Borrower's or such Affiliate's properties, income, or profits; provided, however, Borrower and its Affiliates, if any, will not be required to pay and discharge any such assessment, tax, government charge, levy, Lien or claim so long as (a) the legality of the same will be contested in good faith by appropriate judicial, administrative or other legal proceedings instituted with reasonable promptness and diligently conducted, and (b) Borrower or such Affiliates, as applicable, will have established on its books adequate reserves with respect to such contested assessment, tax, governmental charge, levy, Lien or claim in accordance with GAAP.

Section 6.11. Notice of Indebtedness. Promptly inform Lender of the creation, incurrence or assumption by Borrower or any Affiliate of Borrower of any actual or contingent liabilities not permitted under this Loan Agreement or any other Loan Document.

Section 6.12. Additional Documents. Execute and deliver, or cause to be executed and delivered, to Lender, from time to time as required by Lender, any and all other agreements, instruments and documents which Lender may reasonably request in order to provide the rights and remedies to Lender granted or provided for by the Loan Documents or give effect to the transactions contemplated under this Loan Agreement and the other Loan Documents.

ARTICLE VII

Negative Covenants

Until all Obligations are fully paid and satisfied, Borrower will not, nor will it permit any of its Affiliates to, directly or indirectly:

Section 7.01. Nature of Business. If applicable, make any material change in the nature of its business as carried on as of the Closing Date.

Section 7.02. Liquidations, Mergers, Consolidations. Become a party to a merger or consolidation, or purchase or otherwise acquire all or a substantial part of the assets of any Person or any shares or other evidence of beneficial ownership of any Person, or dissolve, liquidate or cease operations.

Section 7.03. Sale of Assets. Sell, lease, assign, transfer or otherwise dispose of any of its assets or properties, other than in the ordinary course of business.

Section 7.04. Sale and Leaseback. Enter into any arrangement with any Person pursuant to which it leases from such Person real or personal property that has been or is to be sold or transferred, directly or indirectly, by it to such Person.

Section 7.05. Prepayment of Indebtedness. Prepay any Indebtedness, except the Obligations in accordance with the terms of this Loan Agreement.

Section 7.06. Liens. Create, incur or permit to exist any Lien or encumbrance on any of its assets, other than (a) Liens and security interests securing Indebtedness owing to Lender, (b) Liens for taxes, assessments or similar charges that are (i) not yet due or (ii) being contested in good faith by appropriate proceedings instituted with reasonable promptness and diligently conducted and for which Borrower has established adequate reserves, and (c) Liens and security interests existing as of the Closing Date which have been disclosed to and approved by Lender in writing.

Section 7.07. Indebtedness. Create, incur, permit or assume any Indebtedness, other than (a) Indebtedness to Lender, (b) Indebtedness outstanding on the Closing Date which has been disclosed to and approved by Lender in writing, and (c) other Indebtedness in an aggregate amount not to exceed \$5,000,000.00.

Section 7.08. Transfer of Ownership. Permit the sale, pledge or other transfer of any of the ownership interests in the Collateral, other than in accordance with the Loan Documents. Notwithstanding the foregoing or anything to the contrary contained in the Loan Documents, Borrower may sell all or a portion of the Collateral solely to pay, in whole or in part, the Obligations; provided that, in the event Borrower sells a portion of the Collateral solely to pay part of the Obligations, the remaining portion of the Collateral is sufficient to maintain the margin of security required under Regulation U, promulgated by the Board of Governors of the Federal Reserve System, F.R.S. Reg. U, 12 C.F.R. part 221 (January 1, 1983 revision), as amended from time to time.

Section 7.09. Change in Management. Permit a change in the senior management of any Affiliate of Borrower.

Section 7.10. Loans and Investments. Make any advance, loan, extension of credit, or capital contribution to or investment in, or purchase any stock, bonds, notes, debentures, or other securities of, any Person.

Section 7.11. Transactions with Affiliates. Enter into any transaction, including, without limitation, the purchase, sale or exchange of property or the rendering of any service, with any Affiliate of Borrower, except in the ordinary course of and pursuant to the reasonable requirements of Borrower's and such Affiliate's business and upon fair and reasonable terms no less favorable to Borrower or such Affiliate than would be obtained in a comparable arm's-length transaction with a Person not an Affiliate of Borrower.

Section 7.12. Use of Proceeds. Borrower shall use the proceeds of the Loan solely to fulfill his obligations under the Family Settlement Agreement, dated as of October 6, 2022, by and between Borrower, in his individual capacity, and Barbara Rush, in her individual capacity and as the Trustee of The Rush Living Trust dated June 19, 2017, as amended and restated on March 30, 2018, with respect to Cause No. 2018-PC-0183 filed in the County Court at Law of Guadalupe County, Texas, and related Order Approving Family Settlement Agreement, Admitting May 16, 2013 Will to Probate as Reformed, and Continuing Temporary Administration Through Closing of the Estate entered by such County Court at Law.

ARTICLE VIII

[Reserved]

ARTICLE IX

Events of Default

Section 9.01. Events of Default. Each of the following will constitute an “Event of Default” under this Loan Agreement:

- (a) The failure, refusal or neglect of Borrower to pay when due any part of the principal of, or interest on, the Note or any other Obligations of Borrower from time to time.
- (b) The failure of Borrower or any of its Affiliates to timely and properly observe, keep or perform any covenant, agreement or condition required in Sections 6.01 and 6.02 and Article VII.
- (c) The failure of Borrower or any of its Affiliates to timely and properly observe, keep or perform any covenant, agreement or condition required herein (other than as specified in clauses (a) and (b) above) or in any of the other Loan Documents.
- (d) Any representation or warranty contained herein, in any of the other Loan Documents or in any other document ever delivered or furnished by Borrower or any of its Affiliates to Lender in connection with the Obligations is or proves to have been false, misleading, erroneous or breached in any material respect.
- (e) If Borrower or any of its Affiliates: (i) becomes insolvent, or makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors, or admits in writing its inability to or is unable to pay its debts as they become due; (ii) generally is not paying its debts as such debts become due; (iii) has a receiver, trustee or custodian appointed for, or take possession of, all or substantially all of the assets of such party, either in a proceeding brought by such party or in a proceeding brought against such party, and such appointment is not discharged or such possession is not terminated within 60 days after the effective date thereof or such party consents to or acquiesces in such appointment or possession; (iv) files a petition for relief under the Applicable Bankruptcy Laws or an involuntary petition for relief is filed against such party under any Applicable Bankruptcy Law, or an order for relief naming such party is entered under any Applicable Bankruptcy Law, or any composition, rearrangement, extension, reorganization or other relief of debtors now or hereafter existing is requested or consented to by such party; (v) fails to have discharged within a period of 30 days any attachment, sequestration or similar writ levied upon any property of such party; or (vi) fails to pay within 30 days any final money judgment against such party.
- (f) A levy against the Property or any part thereof, or against any material portion of Borrower’s other property or against any material portion of any property of any Affiliate of Borrower, or any execution, garnishment, attachment, sequestration or other writ or similar proceeding which is not permanently dismissed or discharged within 30 days after such levy.
- (g) Abandonment of any portion of the Property or of any material portion of any of the other property of Borrower or any of its Affiliates.

(h) [Reserved.]

(i) An inability of Borrower to satisfy any condition specified herein as precedent to the obligation of Lender to make any Advance hereunder.

(j) Borrower or any of its Affiliates will have (i) concealed, removed, or permitted to be concealed or removed any part of its property with the intent to hinder, delay or defraud any of its creditors; or (ii) made or suffered a transfer of any of its property which may be fraudulent under any bankruptcy, fraudulent conveyance or similar Governmental Requirement; or (iii) suffered or permitted while insolvent (under any applicable definition of the term) any creditor to obtain a Lien upon any of its property through legal proceedings or distraint which Lien is not permanently vacated within 30 days from the Closing Date.

(k) The occurrence of any event or condition which results in, or with notice or lapse of time or both could result in, a default in the payment of any Indebtedness or performance of any obligation of Borrower or any of its Affiliates to any Person other than Lender.

(l) The occurrence of a Material Adverse Change.

(m) The issuance or entry of any attachment or other Lien (other than Lender's Lien on the Collateral) against any of the property of Borrower or any of its Affiliates for an amount in excess of \$5,000,000.00, if undischarged, unbonded or undismissed within 30 days after such entry.

(n) The occurrence of an ERISA Event.

(o) Any Loan Document or any provision thereof ceases to be in full force and effect; or Borrower or any of its Affiliates or any other Person contests the validity or enforceability of any Loan Document or any provision thereof; or Borrower or any of its Affiliates denies that it has any or further liability or obligation under any Loan Document to which it is a party, or purports to revoke, terminate or rescind any Loan Document or any provision thereof.

Nothing contained in this Loan Agreement will be construed to limit the events of default enumerated in any of the other Loan Documents and all such events of default will be cumulative.

Section 9.02. Remedies. Upon the occurrence of any Event of Default, (a) the entire unpaid principal balance of the Note, together with all accrued but unpaid interest thereon, and all other Indebtedness owing to Lender by Borrower at such time will, at the option of Lender, become immediately due and payable without further notice, demand, presentation, notice of dishonor, notice of intent to accelerate, notice of acceleration, protest or notice of protest of any kind, all of which are expressly waived by Borrower, (b) Lender may, at its option, cease further Advances, if any, under the Note, (c) Lender may, at its option, reduce any claim to judgment, and (d) Lender may, at its option, exercise any and all rights and remedies afforded by any of the Loan Documents, or by law or equity or otherwise, as Lender in its sole and absolute discretion may deem appropriate. Upon the occurrence of an Event of Default, all rights and remedies of Lender set forth in this Loan Agreement and in any of the other Loan Documents may be exercised by Lender at its option and in its sole and absolute discretion.

Section 9.03. Right of Setoff. If an Event of Default shall have occurred and be continuing, Lender and its Affiliates are hereby authorized at any time and from time to time, to the fullest extent not prohibited by applicable Governmental Requirements, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by Lender or any such Affiliate to or for the credit or the account of Borrower against any and all of the Obligations now or hereafter existing under this Loan Agreement or any other Loan Document, irrespective of whether or not Lender shall have made any demand under this Loan Agreement or any other Loan Document and although the Obligations may be contingent or unmatured or are owed to a branch or office of Lender different from the branch or office holding such deposit or obligated on such Indebtedness. The rights of Lender and its Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that Lender or its Affiliates may have.

Section 9.04. Performance by Lender. Should any covenant, duty, or agreement of Borrower fail to be performed in accordance with the terms of the Loan Documents, Lender may, at its option, perform, or attempt to perform, such covenant, duty or agreement on behalf of Borrower. In such event, Borrower will pay to Lender on demand any amount expended by Lender in such performance or attempted performance, together with interest thereon at the rate provided in the Note for past-due payments from the date of such expenditure by Lender until paid. Notwithstanding the foregoing, it is expressly understood that Lender does not assume and will never have any liability or responsibility for the performance of any duties of Borrower hereunder. Without limiting the generality of the foregoing, upon the occurrence of an Event of Default, Lender will have the right, in addition to any other right of Lender, but not the obligation, in its own name or in the name of Borrower, to enter into or take possession of the Property.

Section 9.05. Rights Cumulative; Election of Remedies. All rights and remedies of Lender under the terms of this Loan Agreement will be cumulative of, and in addition to, the rights and remedies of Lender under any and all other agreements between Borrower and Lender (including, but not limited to, the other Loan Documents), and not in substitution or diminution of any rights and remedies now or hereafter held by Lender under the terms of any other agreement or document. Such rights and remedies may be pursued separately, successively or concurrently against Borrower or any Property covered under the Loan Documents at the sole discretion of Lender. The exercise or failure to exercise any of the same will not constitute a waiver or release thereof or of any other right or remedy, and the same will be nonexclusive.

ARTICLE X

Miscellaneous

Section 10.01. Waiver and Agreement. Neither the failure nor any delay on the part of Lender to exercise any right, remedy, power or privilege herein or under any of the other Loan Documents will operate as a waiver thereof, nor will any single or partial exercise of such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. No waiver of any provision in this Loan Agreement or in any of the other Loan Documents and no departure by Borrower therefrom will be effective unless the same will be in writing and signed by Lender, and then will be effective only in the specific instance and for the purpose for which given and to the extent specified in such writing. No modification or amendment to this Loan Agreement or to any of the other Loan Documents will be valid or effective unless the same is signed by the party against whom it is sought to be enforced.

Section 10.02. Benefits. This Loan Agreement will be binding upon and inure to the benefit of Lender and Borrower, and their respective successors and assigns, provided, however, that Borrower may not, without the prior written consent of Lender, assign or encumber any interests, rights, remedies, powers, duties or obligations under this Loan Agreement or any of the other Loan Documents.

Section 10.03. Notices.

(a) All notices, requests, demands or other communications required or permitted to be given pursuant to this Loan Agreement shall be in writing and given by (i) personal delivery, (ii) expedited delivery service with proof of delivery, or (iii) United States mail, postage prepaid, registered or certified mail, return receipt requested, sent to the intended addressee at the address set forth on the first page hereof and will be deemed to have been received either, in the case of personal delivery, as of the time of personal delivery, in the case of expedited delivery service, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of mail, upon deposit in a depository receptacle under the care and custody of the United States Postal Service. Either party will have the right to change its address for notice hereunder to any other location within the continental United States by notice to the other party of such new address at least 30 days prior to the effective date of such new address. In addition, copies of any notices, requests, demands or other communications required or permitted to be given to Borrower pursuant to this Loan Agreement shall also be provided to Steve Keller, Chief Financial Officer of Rush Enterprises, Inc.

(b) Borrower and Lender agree that no notices or other communications by electronic means between such parties or their representatives in connection with this Loan Agreement or any instrument executed in connection herewith shall constitute a transaction, agreement, contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act or any other statute governing electronic transactions, unless otherwise specifically agreed to in writing.

Section 10.04. Continuation and Survival. All covenants, agreements, representations and warranties made in or pursuant to this Loan Agreement and the other Loan Documents will be deemed continuing and made at and as of the date of this Loan Agreement and at and as of all times thereafter. All statements contained in any certificate, financial statement, legal opinion or other instrument delivered by or on behalf of Borrower or its Affiliates, if any, pursuant to or in connection with any of the Loan Documents will constitute additional representations and warranties made under this Loan Agreement. All covenants, agreements, representations and warranties made in or pursuant to this Loan Agreement and the other Loan Documents will survive until payment in full of all sums owing and performance of all other obligations hereunder by Borrower to Lender and will not be waived by the execution and delivery of this Loan Agreement, any Advance hereunder, any investigation by Lender, or any other event except a specific written waiver by Lender.

Section 10.05. Controlling Agreement. The parties hereto intend to conform strictly to the applicable usury Governmental Requirements. In no event, whether by reason of demand for payment or acceleration of the maturity of the Obligations or otherwise, will the interest contracted for, charged or received by Lender hereunder or otherwise exceed the maximum amount permissible under applicable Governmental Requirements. If, from any circumstance whatsoever, interest would otherwise be payable to Lender in excess of the maximum lawful amount, the interest payable to Lender will be reduced automatically to the maximum amount permitted under applicable Governmental Requirements. If Lender will ever receive anything of value deemed interest under applicable Governmental Requirements which would apart from this provision be in excess of the maximum lawful amount, an amount equal to any amount which would have been excessive interest will be applied to the reduction of the principal amount owing on the Obligations in the inverse order of its maturity and not to the payment of interest, or if such amount which would have been excessive interest exceeds the unpaid principal balance of the Obligations, such excess will be refunded to Borrower. The interest and any other amounts that would have been payable in respect of any portion of the Obligations or during any period but were not payable as a result of the operation of this Section shall be cumulated and the interest and other amounts on any other portion of the Obligations or periods shall be increased (but not above the maximum amount permitted under applicable Governmental Requirement) until such cumulated amount shall have been received by Lender. All interest paid or agreed to be paid to Lender will, to the extent permitted by applicable Governmental Requirements, be amortized, prorated, allocated and spread throughout the full stated term (including any renewal or extension) of such Indebtedness so that the amount of interest on account of such Indebtedness does not exceed the maximum permitted by applicable Governmental Requirements. The provisions of this Section will control all existing and future agreements between Borrower and Lender.

Section 10.06. No Third-Party Beneficiary. This Loan Agreement is for the sole benefit of Lender and Borrower and is not for the benefit of any third party.

Section 10.07. Lender's Consent or Approval. Except where otherwise expressly provided in the Loan Documents, in any instance where the approval, consent or the exercise of judgment of Lender is required, the granting or denial of such approval or consent and the exercise of such judgment will be (a) within the sole discretion of Lender; and (b) deemed to have been given only by a specific writing intended for the purpose and executed by Lender. Each provision for consent, approval, inspection, review, or verification by Lender is for Lender's own purposes and benefit only.

Section 10.08. Applicable Governmental Requirements. This Loan Agreement and the other Loan Documents have been executed and delivered in the State of Texas, are performable in Bexar County, Texas, and will be governed by and construed in accordance with the Governmental Requirements of the State of Texas and the Governmental Requirements of the United States applicable to transactions within the State of Texas. Except to the extent that the Governmental Requirements of the United States may apply to the terms hereof, the substantive Governmental Requirements of the State of Texas shall govern the validity, construction, enforcement and interpretation of this Loan Agreement and the other Loan Documents. In the event of a dispute involving this Loan Agreement, any other Loan Document or any other instrument executed in connection herewith, Borrower irrevocably agrees that venue for such dispute shall lie in any court of competent jurisdiction in Bexar County, Texas. To the extent that Chapter 303 of the Texas Finance Code is applicable to any Loan, any Advance or any Loan Document, the "weekly ceiling" specified in such article is the applicable ceiling; provided that, if any applicable Governmental Requirement permits greater interest, the Governmental Requirement permitting the greatest interest will apply.

Section 10.09. Loan Agreement Governs. This Loan Agreement, together with the other Loan Documents, comprise the complete and integrated agreement of the parties on the subject matter hereof and thereof and supersedes all prior agreements, written or oral, on such subject matter. In the event of any conflict between the terms of this Loan Agreement and any terms of any other Loan Document, the terms of this Loan Agreement will govern; provided, that the inclusion of supplemental rights or remedies in favor of Lender in any other Loan Document will not be deemed a conflict with this Loan Agreement. Each Loan Document was drafted with the joint participation of the respective parties thereto and will be construed neither against nor in favor of any party, but rather in accordance with the fair meaning thereof.

Section 10.10. Time of Essence. Time will be of the essence in this Loan Agreement.

Section 10.11. Patriot Act Notice. Lender hereby notifies Borrower that pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies Borrower, which information includes the name and address of Borrower and other information that will allow Lender to identify Borrower in accordance with the Act.

Section 10.12. Invalid Provisions. If any provision of this Loan Agreement or any of the other Loan Documents is held to be illegal, invalid or unenforceable under present or future Governmental Requirements, such provision will be fully severable and the remaining provisions of this Loan Agreement or any of the other Loan Documents will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance.

Section 10.13. Expenses of Lender. Borrower shall pay to Lender on demand: (a) all reasonable costs and expenses incurred by Lender in connection with the preparation, negotiation, execution and administration of this Loan Agreement and the other Loan Documents and any and all amendments, modifications, renewals, extensions, increases, and supplements thereof and thereto, including, without limitation, the fees and expenses of Lender's legal counsel and professionals, (b) all reasonable costs and expenses incurred by Lender in connection with the enforcement, workout or restructure of this Loan Agreement or any other Loan Document, including, without limitation, the fees and expenses of Lender's legal counsel and professionals, and (c) all other reasonable costs and expenses incurred by Lender in connection with this Loan Agreement or any other Loan Document, including, without limitation, all costs, expenses, taxes, assessments, filing fees, and other charges levied by a Governmental Authority or otherwise payable in respect of this Loan Agreement or any other Loan Document.

Section 10.14. INDEMNIFICATION OF LENDER. BORROWER SHALL INDEMNIFY AND HOLD LENDER, ITS AFFILIATES AND LENDER'S SUCCESSORS AND ASSIGNS (EACH SUCH PERSON HEREIN REFERRED TO AS AN "INDEMNITEE") ABSOLUTELY HARMLESS FROM AND AGAINST ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, OBLIGATIONS OR RELATED EXPENSES INCURRED BY OR IMPOSED UPON OR ALLEGED TO BE DUE OF INDEMNITEE IN CONNECTION WITH (a) THE EXECUTION OR DELIVERY OF THIS LOAN AGREEMENT, ANY OTHER LOAN DOCUMENT OR ANY OTHER AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY OR THEREBY, THE PERFORMANCE BY THE PARTIES HERETO OF THEIR RESPECTIVE OBLIGATIONS HEREUNDER OR THEREUNDER, THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, OR, IN THE CASE OF LENDER, THE ADMINISTRATION OF THIS LOAN AGREEMENT AND THE OTHER LOAN DOCUMENTS, (b) ANY LOAN OR THE USE OR PROPOSED USE OF THE PROCEEDS THEREFROM, (c) ANY ACTUAL OR ALLEGED PRESENCE OR RELEASE OF HAZARDOUS MATERIALS ON OR FROM ANY PROPERTY OWNED OR OPERATED BY BORROWER OR ANY OF ITS AFFILIATES, OR ANY ENVIRONMENTAL LIABILITY RELATED IN ANY WAY TO BORROWER OR ANY OF ITS AFFILIATES, OR (d) ANY ACTUAL OR PROSPECTIVE CLAIM, LITIGATION, INVESTIGATION OR PROCEEDING RELATING TO ANY OF THE FOREGOING, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY, WHETHER BROUGHT BY A THIRD PARTY OR BY BORROWER OR ANY OF ITS AFFILIATES AND REGARDLESS OF WHETHER ANY INDEMNITEE IS A PARTY THERETO, **IN ALL CASES, WHETHER OR NOT CAUSED BY OR ARISING, IN WHOLE OR IN PART, OUT OF THE COMPARATIVE, CONTRIBUTORY OR SOLE NEGLIGENCE OF THE INDEMNITEE**; PROVIDED THAT SUCH INDEMNITY SHALL NOT, AS TO ANY INDEMNITEE, BE AVAILABLE TO THE EXTENT THAT SUCH CLAIMS, LIABILITIES, LOSSES, DAMAGES, OBLIGATIONS OR RELATED EXPENSES (i) ARE DETERMINED BY A COURT OF COMPETENT JURISDICTION BY FINAL AND NONAPPEALABLE JUDGMENT TO HAVE RESULTED FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNITEE OR (ii) RESULT FROM A CLAIM BROUGHT BY BORROWER OR ANY OF ITS AFFILIATES AGAINST AN INDEMNITEE FOR BREACH IN BAD FAITH OF SUCH INDEMNITEE'S OBLIGATIONS HEREUNDER OR UNDER ANY OTHER LOAN DOCUMENT, IF BORROWER OR SUCH AFFILIATE HAS OBTAINED A FINAL AND NONAPPEALABLE JUDGMENT IN ITS FAVOR ON SUCH CLAIM AS DETERMINED BY A COURT OF COMPETENT JURISDICTION. IN THE EVENT OF COURT ACTION IN CONNECTION WITH ANY SUCH CLAIM OR DEMAND, BORROWER WILL ASSUME, TO THE EXTENT REQUESTED BY LENDER, THE RESPONSIBILITY FOR THE DEFENSE OF ANY SUCH ACTION AND WILL IMMEDIATELY SATISFY AND DISCHARGE ANY FINAL DECREE OR JUDGMENT RENDERED THEREIN. LENDER, IN ITS SOLE DISCRETION, MAY MAKE ANY PAYMENTS SUSTAINED OR INCURRED BY REASON OF ANY OF THE FOREGOING, AND BORROWER WILL IMMEDIATELY REPAY TO LENDER IN CASH THE AMOUNT OF SUCH PAYMENT, WITH INTEREST THEREON AT THE RATE SPECIFIED IN THE NOTE TO BE APPLICABLE TO PAST-DUE PRINCIPAL. LENDER WILL HAVE THE RIGHT TO JOIN BORROWER AND ITS AFFILIATES, IF ANY, AS PARTIES DEFENDANT IN ANY LEGAL ACTION BROUGHT AGAINST LENDER, AND BORROWER HEREBY CONSENTS TO THE ENTRY OF AN ORDER MAKING BORROWER AND ITS AFFILIATES, IF ANY, AS PARTIES DEFENDANT TO ANY SUCH ACTION.

Section 10.15. Participation of the Loan. Borrower agrees that Lender may, at its option, sell interests in the Loan and its rights and remedies under this Loan Agreement to one or more financial institutions or other Persons acceptable to Lender and, in connection with each such sale, Lender may disclose any financial and other information available to Lender concerning Borrower or any of its Affiliates to each prospective purchaser. Notwithstanding the foregoing or anything to the contrary contained herein or in any other Loan Document, in the event that Lender sells 100% of the Loan to another financial institution or other entity, Lender agrees that such financial institution or other entity shall expressly assume all of Lender's rights and obligations under that certain Right of First Refusal Agreement, dated October 18, 2022, entered into by and among Rush Enterprises, Inc., a Texas corporation, Grantor, and Secured Party.

Section 10.16. Counterparts; Facsimile Documents and Signatures. This Loan Agreement may be separately executed in any number of counterparts, each of which will be an original, but all of which, taken together, will be deemed to constitute one and the same instrument. For purposes of negotiating and finalizing this Loan Agreement, if this document or any document executed in connection with it is transmitted by facsimile machine, electronic mail or other electronic transmission, it will be treated for all purposes as an original document. Additionally, the signature of any party on this document transmitted by way of a facsimile machine or electronic mail will be considered for all purposes as an original signature. Any such transmitted document will be considered to have the same binding legal effect as an original document. At the request of any party, any faxed or electronically transmitted document will be re-executed by each signatory party in an original form.

Section 10.17. Imaging of Documents. Borrower understands and agrees that (a) Lender's document retention policy may involve the electronic imaging of executed Loan Documents and the destruction of the paper originals, and (b) Borrower waives any right that it may have to claim that the imaged copies of the Loan Documents are not originals.

Section 10.18. No Oral Agreements. The term "WRITTEN AGREEMENT" will include this Loan Agreement, together with each and every other document relating to and/or securing the Obligations, regardless of the date of execution. **THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

Section 10.19. **WAIVER OF RIGHT TO TRIAL BY JURY. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE GOVERNMENTAL REQUIREMENT, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS LOAN AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS LOAN AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.**

[Signature(s) appear on following page(s).]

Executed as of the date first written above.

BORROWER:

/s/ W.M. "Rusty" Rush
W.M. "RUSTY" RUSH

LENDER:

FROST BANK,
a Texas state bank

By: /s/ Kendal Volz
Name: Kendal Volz
Title: Senior Vice President



PLEDGE AND SECURITY AGREEMENT

Borrower: W.M. "Rusty" Rush
Address: 555 I.H. 35 South, Ste. 500
New Braunfels, TX 78130

Lender/Secured Party: Frost Bank
Address: P.O. Box 1600
San Antonio, TX 78296

THIS PLEDGE AND SECURITY AGREEMENT ("Agreement") is dated October 18, 2022, by and between Borrower ("Borrower" or "Grantor") and Lender ("Lender" or "Secured Party").

1. Definitions. As used in this Agreement, the following terms shall have the meanings indicated below:

(a) The term "Code" shall mean the Uniform Commercial Code as in effect in the State of Texas or of any other state having jurisdiction with respect to any of the rights and remedies of Secured Party on the date of this Agreement or as it may hereafter be amended from time to time.

(b) The term "Collateral" shall mean all personal property of Grantor specifically described on Schedule A attached hereto and made a part hereof. The term Collateral, as used herein, shall also include (i) all certificates, instruments and/or other documents evidencing the foregoing, (ii) all renewals, replacements, and substitutions of all of the foregoing, (iii) all Additional Property (as hereinafter defined), and (iv) all PRODUCTS and PROCEEDS of all of the foregoing. The designation of proceeds does not authorize Grantor to sell, transfer or otherwise convey any of the foregoing property. The delivery at any time by Grantor to Secured Party of any property as a pledge to secure payment or performance of any indebtedness or obligation whatsoever shall also constitute a pledge of such property as Collateral hereunder.

(c) The term "Indebtedness" shall mean (i) that one certain Promissory Note ("Note") of even date herewith in the original principal amount of \$40,000,000.00 executed by Borrower and payable to the order of Secured Party, (ii) all accrued but unpaid interest on any of the indebtedness described in (i) above, (iii) all obligations of Borrower to Secured Party under any documents evidencing, securing, governing and/or pertaining to all or any part of the indebtedness described in (i) and (ii) above, (iv) all costs and expenses incurred by Secured Party in connection with the collection and administration of all or any part of the indebtedness and obligations described in (i), (ii) and (iii) above or the protection or preservation of, or realization upon, the collateral securing all or any part of such indebtedness and obligations, including without limitation all reasonable attorneys' fees, and (v) all renewals, extensions, modifications and rearrangements of the indebtedness and obligations described in (i), (ii), (iii) and (iv) above.

(d) The term “Loan Documents” shall mean all instruments and documents evidencing, securing, governing, guaranteeing and/or pertaining to the Indebtedness.

(e) The term “Margin Stock” shall mean margin stock as defined in Section 221.2 of Regulation U, promulgated by the Board of Governors of the Federal Reserve System, F.R.S. Reg. U, 12 C.F.R. part 221 (January 1, 1983 revision), as amended from time to time.

(f) The term “Obligated Party” shall mean any party other than Borrower who secures, guarantees and/or is otherwise obligated to pay all or any portion of the Indebtedness, including Grantor, if different from Borrower.

All words and phrases used herein which are expressly defined in Section 1.201, Chapter 8 or Chapter 9 of the Code shall have the meaning provided for therein. Other words and phrases defined elsewhere in the Code shall have the meaning specified therein except to the extent such meaning is inconsistent with a definition in Section 1.201, Chapter 8 or Chapter 9 of the Code.

2. Security Interest. As security for the Indebtedness, Grantor, for value received, hereby grants to Secured Party a continuing security interest in the Collateral.

3. Additional Property. Collateral shall also include the following property (collectively, the “Additional Property”) which Grantor becomes entitled to receive or shall receive with respect to the Collateral: (a) any stock certificate, including without limitation, any certificate representing a stock dividend or any certificate in connection with any recapitalization, reclassification, merger, consolidation, conversion, sale of assets, combination of shares, stock split or spin-off; (b) any option, warrant, subscription or right, whether as an addition to or in substitution of the Collateral (but excluding any stock options or other stock awards given Grantor as compensation in connection with Grantor’s employment at Rush Enterprises, Inc.); (c) any dividends or distributions of any kind whatsoever, whether distributable in cash, stock or other property; (d) any interest, premium or principal payments; and (e) any conversion or redemption proceeds; provided, however, that unless an Event of Default (as hereinafter defined) exists, Grantor shall be entitled to all cash dividends and all interest paid on the Collateral (except interest paid on any certificate of deposit pledged hereunder) free of the security interest created under this Agreement. All Additional Property received by Grantor shall be received in trust for the benefit of Secured Party. All Additional Property and all certificates or other written instruments or documents evidencing and/or representing the Additional Property that is received by Grantor, together with such instruments of transfer as Secured Party may request, shall immediately be delivered to or deposited with Secured Party and held by Secured Party as Collateral under the terms of this Agreement. If the Additional Property received by Grantor shall be certificated shares of stock or other securities, such shares of stock or other securities shall be duly endorsed in blank or accompanied by proper instruments of transfer and assignment duly executed in blank with, if requested by Secured Party, signatures guaranteed by a bank or member firm of the New York Stock Exchange, all in form and substance satisfactory to Secured Party. Secured Party shall be deemed to have possession of any Collateral in transit to Secured Party or its agent.

4. Voting Rights. As long as no Event of Default shall have occurred hereunder, any voting rights incident to any stock or other securities pledged as Collateral may be exercised by Grantor; provided, however, that Grantor will not exercise, or cause to be exercised, any such voting rights, without the prior written consent of Secured Party, if the direct or indirect effect of such vote will result in an Event of Default hereunder.

5. Maintenance of Collateral. Other than the exercise of reasonable care to assure the safe custody of any Collateral in Secured Party's possession from time to time, Secured Party does not have any obligation, duty, or responsibility with respect to the Collateral. Without limiting the generality of the foregoing, Secured Party shall not have any obligation, duty or responsibility to do any of the following: (a) ascertain any maturities, calls, conversions, exchanges, offers, tenders or similar matters relating to the Collateral or informing Grantor with respect to any such matters; (b) fix, preserve or exercise any right, privilege or option (whether conversion, redemption or otherwise) with respect to the Collateral unless (i) Grantor makes written demand to Secured Party to do so, (ii) such written demand is received by Secured Party in sufficient time to permit Secured Party to take the action demanded in the ordinary course of its business, and (iii) Grantor provides additional collateral, acceptable to Secured Party in its sole discretion; (c) collect any amounts payable in respect of the Collateral (Secured Party being liable to account to Grantor only for what Secured Party may actually receive or collect thereon); (d) sell all or any portion of the Collateral to avoid market loss; (e) sell all or any portion of the Collateral unless and until (i) Grantor makes written demand upon Secured Party to sell the Collateral, and (ii) Grantor provides additional collateral, acceptable to Secured Party in its sole discretion; or (f) hold the Collateral for or on behalf of any party other than Grantor.

6. Representations and Warranties. Grantor hereby represents and warrants the following to Secured Party:

(a) Authority. If applicable, the execution, delivery and performance of this Agreement and all of the other Loan Documents by Grantor have been duly authorized by all necessary corporate action of Grantor, to the extent Grantor is a corporation, by all necessary partnership action, to the extent Grantor is a partnership, by all necessary company action of Grantor, to the extent Grantor is a limited liability company, by the provisions of the trust documents, to the extent Grantor is a trust.

(b) Accuracy of Information. All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Grantor with respect to Grantor and the Collateral is true and correct in all material respects. The exact legal name of Grantor is correctly shown above.

(c) Enforceability. This Agreement and the other Loan Documents constitute legal, valid, and binding obligations of Grantor, enforceable in accordance with their respective terms, except as limited by bankruptcy, insolvency or similar laws of general application relating to the enforcement of creditors' rights and except to the extent specific remedies may generally be limited by equitable principles.

(d) Ownership and Liens. Grantor has good and marketable title to the Collateral free and clear of all liens, security interests, encumbrances, or adverse claims, except for the security interest created by this Agreement. All of the Collateral has been owned outright by Grantor for a period of time prior to the date of this Agreement or inherited by Grantor by specific bequest under the May 16, 2013, Will of Marvin Rush, Grantor's deceased father, as admitted to probate. No dispute, right of setoff, counterclaim or defense exists with respect to all or any part of the Collateral. Grantor has not executed any other security agreement currently affecting the Collateral and no financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any recording office except as may have been executed or filed in favor of Secured Party.

(e) No Conflicts or Consents. Neither the ownership, the intended use of the Collateral by Grantor, the grant of the security interest by Grantor to Secured Party herein nor the exercise by Secured Party of its rights or remedies hereunder, will (i) conflict with any provision of (A) any domestic or foreign law, statute, rule or regulation, (B) if applicable, the articles or certificate of incorporation, certificate of organization, charter, bylaws, partnership agreement or trust agreement, as the case may be, of Grantor, or (C) any agreement, judgment, license, order or permit applicable to or binding upon Grantor or otherwise affecting the Collateral, or (ii) result in or require the creation of any lien, charge or encumbrance upon any assets or properties of Grantor or of any person except as may be expressly contemplated in the Loan Documents. Except as expressly contemplated in the Loan Documents or as required in accordance with the provisions of the Securities Exchange Act of 1934, as amended, no consent, approval, authorization, or order of, and no notice to or filing with, any court, governmental authority or third party is required in connection with the grant by Grantor of the security interest herein or the exercise by Secured Party of its rights and remedies hereunder.

(f) Security Interest. Grantor has and will have at all times full right, power, and authority to grant a security interest in the Collateral to Secured Party in the manner provided herein, free and clear of any lien, security interest or other charge or encumbrance. This Agreement creates a legal, valid, and binding security interest in favor of Secured Party in the Collateral.

(g) Location/Identity. Grantor's principal residence or place of business (as those terms are used in the Code), as the case may be, is located at the address set forth herein. Except as specified elsewhere herein, all Collateral and records concerning the Collateral shall be kept at such address.

(h) Solvency of Grantor. As of the date hereof, and after giving effect to this Agreement and the completion of all other transactions contemplated by Grantor at the time of the execution of this Agreement, (i) Grantor is and will be solvent, (ii) the fair saleable value of Grantor's assets exceeds and will continue to exceed Grantor's liabilities (both fixed and contingent), (iii) Grantor is paying and will continue to be able to pay its debts as they mature, and (iv) if Grantor is not an individual, Grantor has and will have sufficient capital to carry on Grantor's businesses and all businesses in which Grantor is about to engage.

(i) Securities. Any certificates evidencing securities pledged as Collateral are valid and genuine and have not been altered. All securities pledged as Collateral have been duly authorized and validly issued, are fully paid and non-assessable, and were not issued in violation of the preemptive rights of any party or of any agreement by which Grantor or the issuer thereof is bound. No restrictions or conditions exist with respect to the transfer or voting of any securities pledged as Collateral, except as has been disclosed to Secured Party in writing. To the best of Grantor's knowledge, no issuer of such securities (other than securities of a class which are publicly traded) has any outstanding stock rights, rights to subscribe, options, warrants or convertible securities outstanding or any other rights outstanding entitling any party to have issued to such party capital stock of such issuer, except as has been disclosed to Secured Party in writing.

(j) Margin Regulations; Investment Company Act; Public Utility Holding Company Act.

(i) Grantor is not engaged and will not engage, principally or as one of its important activities, in the business of purchasing or carrying Margin Stock or extending credit for the purpose of purchasing or carrying Margin Stock.

(ii) None of Grantor, any person controlling Grantor, or any subsidiary (i) is a "holding company," or a "subsidiary company" of a "holding company," or an "affiliate" of a "holding company" or of a "subsidiary company" of a "holding company," within the meaning of the Public Utility Holding Company Act of 2005, or (ii) is or is required to be registered as an "investment company" under the Investment Company Act of 1940.

(k) Patriot Act. All capitalized words and phrases and all defined terms used in the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") and in other statutes and all orders, rules and regulations of the United States government and its various executive department, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001, are hereinafter collectively referred to as the "Patriot Rules" and are incorporated into this Agreement. Borrower (and Grantor, if different from Borrower) represents and warrants to Lender that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of any such person. Borrower (and Grantor, if different from Borrower) further represents and warrants to Secured Party that Borrower and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, nor facilitating, the transactions contemplated by this Agreement on behalf of any person named as a Specially Designated National and Blocked Person. Borrower (and Grantor, if different from Borrower) hereby agrees to defend, indemnify, and hold harmless Secured Party from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representations and warranties.

(l) Taxes; Governmental Charges. Grantor has timely filed all federal, state, and local tax reports and returns required by any applicable governmental authority to be filed, including, without limitation, all income and property tax returns, and has duly paid all its respective liabilities for taxes, assessments, governmental charges and levies that are due and payable. To the best of Grantor's knowledge, there is no pending investigation or audit of Grantor by any taxing authority. Furthermore, to the best of Grantor's knowledge, there is no pending but unassessed tax liability of Grantor or any unresolved questions or claims concerning any tax liability of Grantor.

(m) No Default, Suits, Actions, Etc. Grantor is not in default under or with respect to any contractual obligation that would, either individually or in the aggregate, reasonably be expected to have a material adverse effect upon the condition of Grantor, financial or otherwise. Further, there are no investigations, actions, suits, or proceedings pending or to the knowledge of Grantor threatened before or by any applicable governmental or arbitration authority against or affecting Grantor or the Collateral, or involving the validity, enforceability, or priority of any of the Loan Documents. The consummation of the transactions contemplated hereby and the performance or satisfaction of any of the terms or conditions hereof and of the other Loan Documents will not cause Grantor to be in violation of or in default with respect to any applicable governmental requirement or in default (or provide cause for acceleration of any indebtedness) under any mortgage, deed of trust, lease, promissory note, loan agreement, credit agreement, partnership agreement or other agreement or restriction to which Grantor is a party or by which Grantor or the Collateral may be bound or affected.

7. Affirmative Covenants. Grantor will comply with the covenants contained in this Section at all times during the period of time this Agreement is effective unless Secured Party shall otherwise consent in writing.

(a) Ownership and Liens. Grantor will maintain good and marketable title to all Collateral free and clear of all liens, security interests, encumbrances, or adverse claims, except for the security interest created by this Agreement and the security interests and other encumbrances expressly permitted by the other Loan Documents. Grantor will not permit any dispute, right of setoff, counterclaim, or defense to exist with respect to all or any part of the Collateral. Grantor will cause any financing statement or other security instrument with respect to the Collateral to be terminated, except as may exist or as may have been filed in favor of Secured Party. Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, such power of attorney being coupled with an interest, with full authority in the place and stead of Grantor and in the name of Grantor or otherwise, for the purpose of terminating any financing statements currently filed with respect to the Collateral. Grantor will defend at its expense Secured Party's right, title, and security interest in and to the Collateral against the claims of any third party.

(b) Inspection of Books and Records. Grantor will keep adequate records concerning the Collateral and will permit Secured Party and all representatives and agents appointed by Secured Party to inspect Grantor's books and records of or relating to the Collateral at any time during normal business hours, to make and take away photocopies, photographs, and printouts thereof and to write down and record any such information.

(c) Adverse Claim. Grantor covenants and agrees to promptly notify Secured Party of any claim, action or proceeding affecting title to the Collateral, or any part thereof, or the security interest created hereunder and, at Grantor's expense, defend Secured Party's security interest in the Collateral against the claims of any third party. Grantor also covenants and agrees to promptly deliver to Secured Party a copy of all written notices received by Grantor with respect to the Collateral, including without limitation, notices received from the issuer of any securities pledged hereunder as Collateral.

(d) Further Assurances. Grantor will contemporaneously with the execution hereof and from time to time thereafter at its expense promptly execute and deliver all further instruments and documents and take all further action necessary or appropriate or that Secured Party may request in order (i) to perfect and protect the security interest created or purported to be created hereby and the first priority of such security interest, (ii) to enable Secured Party to exercise and enforce its rights and remedies hereunder in respect of the Collateral, and (iii) to otherwise effect the purposes of this Agreement, including without limitation: (A) executing (if requested) and filing any financing or continuation statements, or any amendments thereto; (B) obtaining written confirmation from the issuer of any securities pledged as Collateral of the pledge of such securities, in form and substance satisfactory to Secured Party; (C) cooperating with Secured Party in registering the pledge of any securities pledged as Collateral with the issuer of such securities; (D) delivering notice of Secured Party's security interest in any securities pledged as Collateral to any financial intermediary, clearing corporation or other party required by Secured Party, in form and substance satisfactory to Secured Party; and (E) obtaining written confirmation of the pledge of any securities constituting Collateral from any financial intermediary, clearing corporation or other party required by Secured Party, in form and substance satisfactory to Secured Party. If all or any part of the Collateral is securities issued by an agency or department of the United States, Grantor covenants and agrees, at Secured Party's request, to cooperate in registering such securities in Secured Party's name or with Secured Party's account maintained with a Federal Reserve Secured Party.

(e) Control Agreements. Grantor will cooperate with Secured Party in obtaining a control agreement in form and substance satisfactory to Secured Party with respect to Collateral for which such agreement is required for perfection of a security interest pursuant to the Code (as determined by Secured Party in its sole discretion).

(f) Margin Maintenance. Borrower shall provide to Lender as of the date hereof the Collateral described above acceptable to Lender having a current market value of not less than TWENTY-SEVEN MILLION AND NO/DOLLARS (\$27,000,000.00). In addition, promptly following the date hereof (but in no event later than ten (10) business days following the date hereof), Borrower shall provide to Lender additional Collateral as described above sufficient to make the outstanding loan-to-value ratio under the Loan Documents not greater than eighty percent (80%). Thereafter, if the current market value of the Collateral, in the aggregate, should ever decrease to a level which results in an outstanding loan-to-value ratio of greater than eighty percent (80%), Borrower, at its option, shall either pay down the Note or provide additional collateral satisfactory to Secured Party (together with an executed security agreement and any other documents reasonably deemed necessary by Secured Party for the granting and perfection of a first security interest therein) to once again achieve an outstanding loan-to-value ratio of not greater than eighty percent (80%), within two (2) business days after Secured Party notifies Borrower that such payment or provision is required under the terms and conditions of this subsection (f).

8. Negative Covenants. Grantor will comply with the covenants contained in this Section at all times during the period of time this Agreement is effective, unless Secured Party shall otherwise consent in writing.

(a) Transfer or Encumbrance. Other than in strict accordance with the Loan Documents, Grantor will not (i) sell, assign (by operation of law or otherwise) or transfer Grantor's rights in any of the Collateral, (ii) grant a lien or security interest in or execute, authorize, file or record any financing statement or other security instrument with respect to the Collateral to any party (other than Secured Party), or (iii) deliver actual or constructive possession of any certificate, instrument or document evidencing and/or representing any of the Collateral to any party (other than Secured Party).

(b) Impairment of Security Interest. Grantor will not take or fail to take any action which would in any manner impair the value or enforceability of Secured Party's security interest in any Collateral.

(c) Dilution of Ownership. As to any securities pledged as Collateral (other than securities of a class which are publicly traded), Grantor will not consent to or approve of the issuance of (i) any additional shares of any class of securities of such issuer (unless immediately upon issuance additional securities are pledged and delivered to Secured Party pursuant to the terms hereof to the extent necessary to give Secured Party a security interest after such issuance in at least the same percentage of such issuer's outstanding securities as Secured Party had before such issuance), (ii) any instrument convertible voluntarily by the holder thereof or automatically upon the occurrence or non-occurrence of any event or condition into, or exchangeable for, any such securities, or (iii) any warrants, options, contracts or other commitments entitling any third party to purchase or otherwise acquire any such securities.

(d) Restrictions on Securities. Grantor will not enter into any agreement creating, or otherwise permit to exist, any restriction or condition upon the transfer, voting or control of any securities pledged as Collateral, except as consented to in writing by Secured Party.

9. Rights of Secured Party. Secured Party shall have the rights contained in this Section at all times during the period of time this Agreement is effective.

(a) Power of Attorney. Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, such power of attorney being coupled with an interest, with full authority in the place and stead of Grantor and in the name of Grantor or otherwise, to take any action and to execute any instrument which Secured Party may from time to time in Secured Party's discretion deem necessary or appropriate to accomplish the purposes of this Agreement, including without limitation, the following action: (i) transfer any securities, instruments, documents or certificates pledged as Collateral in the name of Secured Party or its nominee; (ii) use any interest, premium or principal payments, conversion or redemption proceeds or other cash proceeds received in connection with any Collateral to reduce any of the Indebtedness; (iii) exchange any of the securities pledged as Collateral for any other property upon any merger, consolidation, reorganization, recapitalization or other readjustment of the issuer thereof, and, in connection therewith, to deposit and deliver any and all of such securities with any committee, depository, transfer agent, registrar or other designated agent upon such terms and conditions as Secured Party may deem necessary or appropriate; (iv) exercise or comply with any conversion, exchange, redemption, subscription or any other right, privilege or option pertaining to any securities pledged as Collateral; provided, however, except as provided herein, Secured Party shall not have a duty to exercise or comply with any such right, privilege or option (whether conversion, redemption or otherwise) and shall not be responsible for any delay or failure to do so; (v) file any claims or take any action or institute any proceedings which Secured Party may deem necessary or appropriate for the collection and/or preservation of the Collateral or otherwise to enforce the rights of Secured Party with respect to the Collateral; and (vi) take any action or other measures with respect to or in accordance with that certain Right of First Refusal Agreement, dated October 18, 2022, entered into by and among Rush Enterprises, Inc., a Texas corporation, Grantor, and Secured Party (the "ROFR Agreement").

(b) Performance by Secured Party. If Grantor fails to perform any agreement or obligation provided herein, Secured Party may itself perform, or cause performance of, such agreement or obligation, and the expenses of Secured Party incurred in connection therewith shall be a part of the Indebtedness, secured by the Collateral and payable by Grantor on demand.

Notwithstanding any other provision herein to the contrary, Secured Party does not have any duty to exercise or continue to exercise any of the foregoing rights and shall not be responsible for any failure to do so or for any delay in doing so.

10. Events of Default. Each of the following constitutes an "Event of Default" under this Agreement:

(a) Default in Payment. The failure, refusal, or neglect of Borrower to make any payment of principal or interest on the Indebtedness, or any portion thereof, as the same shall become due and payable; or

(b) Non-Performance of Covenants. The failure of Borrower or any Obligated Party to timely and properly observe, keep, or perform any covenant, agreement, warranty, or condition required herein or in any of the other Loan Documents; or

(c) Default Under other Loan Documents. The existence of an event of default under any of the other Loan Documents; or

(d) False Representation. Any representation or warranty contained herein or in any of the other Loan Documents made by Borrower or any Obligated Party is false or misleading in any material respect; or

(e) Default to Third Party. The existence of any event which permits the acceleration of the maturity of any indebtedness owing by Borrower or any Obligated Party to Lender or any third party under any agreement or undertaking; or

(f) Bankruptcy or Insolvency. If Borrower or any Obligated Party: (i) becomes insolvent, or makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts as they become due; (ii) generally is not paying its debts as such debts become due; (iii) has a receiver, trustee or custodian appointed for, or take possession of, all or substantially all of the assets of such party or any of the Collateral, either in a proceeding brought by such party or in a proceeding brought against such party and such appointment is not discharged or such possession is not terminated within sixty (60) days after the effective date thereof or such party consents to or acquiesces in such appointment or possession; (iv) files a petition for relief under the United States Bankruptcy Code or any other present or future federal or state insolvency, bankruptcy or similar laws (all of the foregoing hereinafter collectively called "Applicable Bankruptcy Law") or an involuntary petition for relief is filed against such party under any Applicable Bankruptcy Law and such involuntary petition is not dismissed within sixty (60) days after the filing thereof, or an order for relief naming such party is entered under any Applicable Bankruptcy Law, or any composition, rearrangement, extension, reorganization or other relief now or hereafter existing is requested or consented to by such party; (v) fails to have discharged within a period of sixty (60) days any attachment, sequestration or similar writ levied upon any property of such party; or (vi) fails to pay within thirty (30) days any final money judgment against such party; or

(g) Execution on Collateral. The Collateral or any portion thereof is taken on execution or other process of law in any action against Grantor; or

(h) Abandonment. Grantor abandons the Collateral or any portion thereof; or

(i) Action by Other Lienholder. The holder of any lien or security interest on any of the assets of Grantor, including without limitation, the Collateral (without hereby implying the consent of Secured Party to the existence or creation of any such lien or security interest on the Collateral), declares a default thereunder or institutes foreclosure or other proceedings for the enforcement of its remedies thereunder; or

(j) [Reserved.]; or

(k) Dilution of Ownership. The issuer of any securities (other than securities of a class which are publicly traded) constituting Collateral hereafter issues any shares of any class of capital stock (unless immediately upon issuance, additional securities are pledged and delivered to Secured Party pursuant to the terms hereof to the extent necessary to give Secured Party a security interest after such issuance in at least the same percentage of such issuer's outstanding securities as Secured Party had before such issuance) or any options, warrants or other rights to purchase any such capital stock;

(l) Bankruptcy of Issuer. (i) The issuer of any securities constituting Collateral files a petition for relief under any Applicable Bankruptcy Law, (ii) an involuntary petition for relief is filed against any such issuer under any Applicable Bankruptcy Law and such involuntary petition is not dismissed within thirty (30) days after the filing thereof, or (iii) an order for relief naming any such issuer is entered under any Applicable Secured Bankruptcy Law, or

(m) Search Report. If Secured Party shall have elected to file any financing statement with respect to the Collateral, Secured Party shall receive at any time following the execution of this Agreement a search report indicating that Secured Party's security interest is not prior to all other security interests or other interests reflected in the report.

11. Remedies and Related Rights. If an Event of Default shall have occurred, and without limiting any other rights and remedies provided herein, under any of the other Loan Documents or otherwise available to Secured Party, Secured Party may exercise one or more of the rights and remedies provided in this Section.

(a) Remedies. Secured Party may from time to time at its discretion, without limitation and without notice:

(i) as the remedy to exercise first hereunder and in accordance with its rights as a secured party under the Code, offer to sell the Collateral to Rush Enterprises, Inc. ("Rush Enterprises"), for purchase in accordance with the terms and conditions of the ROFR Agreement;

(ii) exercise in respect of the Collateral all the rights and remedies of a secured party under the Code (whether or not the Code applies to the affected Collateral);

(iii) reduce its claim to judgment or foreclose or otherwise enforce, in whole or in part, the security interest granted hereunder by any available judicial procedure;

(iv) sell or otherwise dispose of, at its office, on the premises of Grantor or elsewhere, the Collateral, as a unit or in parcels, by public or private proceedings, and by way of one or more contracts (it being agreed that the sale or other disposition of any part of the Collateral shall not exhaust Secured Party's power of sale, but sales or other dispositions may be made from time to time until all of the Collateral has been sold or disposed of or until the Indebtedness has been paid and performed in full), and at any such sale or other disposition it shall not be necessary to exhibit any of the Collateral;

(v) buy the Collateral, or any portion thereof, at any public sale;

- (vi) buy the Collateral, or any portion thereof, at any private sale if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations;
- (vii) apply for the appointment of a receiver for the Collateral, and Grantor hereby consents to any such appointment; and/or
- (viii) at its option, retain the Collateral in satisfaction of the Indebtedness whenever the circumstances are such that Secured Party is entitled to do so under the Code or otherwise, to the full extent permitted by the Code, Secured Party shall be permitted to elect whether such retention shall be in full or partial satisfaction of the Indebtedness.

In the event Secured Party shall elect to sell the Collateral, Secured Party may sell the Collateral without giving any warranties as and shall be permitted to specifically disclaim any warranties of title or the like. Further, if Secured Party sells any of the Collateral on credit, Grantor will be credited only with payments actually made by the purchaser, received by Secured Party and applied to the Indebtedness. In the event the purchaser fails to pay for the Collateral, Secured Party may resell the Collateral and Grantor shall be credited with the proceeds of the sale. Grantor agrees that in the event Grantor or any Borrower is entitled to receive any notice under the Code, as it exists in the state governing any such notice, of the sale or other disposition of any Collateral, reasonable notice shall be deemed given when such notice is deposited in a depository receptacle under the care and custody of the United States Postal Service, postage prepaid, at such party's address set forth on the first page hereof, ten (10) days prior to the date of any public sale, or after which a private sale, of any of such Collateral is to be held. Secured Party shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Grantor further acknowledges and agrees that the redemption by Secured Party of any certificate of deposit pledged as Collateral shall be deemed to be a commercially reasonable disposition under Section 9.610 of the Code.

(b) Private Sale of Securities. Grantor recognizes that Secured Party may be unable to effect a public sale of all or any part of the securities pledged as Collateral because of restrictions in applicable federal and state securities laws and that Secured Party may, therefore, determine to make one or more private sales of any such securities to a restricted group of purchasers who will be obligated to agree, among other things, to acquire such securities for their own account, for investment and not with a view to the distribution or resale thereof. Grantor acknowledges that each any such private sale may be at prices and other terms less favorable than what might have been obtained at a public sale and, notwithstanding the foregoing, agrees that each such private sale shall be deemed to have been made in a commercially reasonable manner and that Secured Party shall have no obligation to delay the sale of any such securities for the period of time necessary to permit the issuer to register such securities for public sale under any federal or state securities laws. Grantor further acknowledges and agrees that any offer to sell such securities which has been made privately in the manner described above to not less than five (5) bona fide offerees shall be deemed to involve a "public sale" for the purposes of Chapter 9 of the Code, notwithstanding that such sale may not constitute a "public offering" under any federal or state securities laws and that Secured Party may, in such event, bid for the purchase of such securities.

(c) Application of Proceeds. If any Event of Default shall have occurred, Secured Party may at its discretion apply or use any cash held by Secured Party as Collateral, and any cash proceeds received by Secured Party in respect of any sale or other disposition of, collection from, or other realization upon, all or any part of the Collateral as follows in such order and manner as Secured Party may elect:

(i) to the repayment or reimbursement of the reasonable costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by Secured Party in connection with (A) the administration of the Loan Documents, (B) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, the Collateral, and (C) the exercise or enforcement of any of the rights and remedies of Secured Party hereunder;

(ii) to the payment or other satisfaction of any liens and other encumbrances upon the Collateral;

(iii) to the satisfaction of the Indebtedness;

(iv) to the payment of any other amounts required by applicable law (including without limitation, Section 9.615(a)(3) of the Code or any other applicable statutory provision); and/or

(v) by delivery to Grantor or any other party lawfully entitled to receive such cash or proceeds whether by direction of a court of competent jurisdiction or otherwise.

(d) Deficiency. In the event that the proceeds of any sale of, collection from, or other realization upon, all or any part of the Collateral by Secured Party are insufficient to pay all amounts to which Secured Party is legally entitled, Borrower and any party who guaranteed or is otherwise obligated to pay all or any portion of the Indebtedness shall be liable for the deficiency, together with interest thereon as provided in the Loan Documents, to the full extent permitted by the Code.

(e) Non-Judicial Remedies. In granting to Secured Party the power to enforce its rights hereunder without prior judicial process or judicial hearing, Grantor expressly waives, renounces, and knowingly relinquishes any legal right which might otherwise require Secured Party to enforce its rights by judicial process. Grantor recognizes and concedes that non-judicial remedies are consistent with the usage of trade, are responsive to commercial necessity and are the result of a bargain at arm's length. Nothing herein is intended to prevent Secured Party or Grantor from resorting to judicial process at either party's option.

(f) Other Recourse. Grantor waives any right to require Secured Party to proceed against any third party, exhaust any Collateral or other security for the Indebtedness, or to have any third party joined with Grantor in any suit arising out of the Indebtedness or any of the Loan Documents, or pursue any other remedy available to Secured Party. Grantor further waives any and all notice of acceptance of this Agreement and of the creation, modification, rearrangement, renewal, or extension of the Indebtedness. Grantor further waives any defense arising by reason of any disability or other defense of any third party or by reason of the cessation from any cause whatsoever of the liability of any third party. Until all of the Indebtedness shall have been paid in full, Grantor shall have no right of subrogation and Grantor waives the right to enforce any remedy which Secured Party has or may hereafter have against any third party and waives any benefit of and any right to participate in any other security whatsoever now or hereafter held by Secured Party. Grantor authorizes Secured Party, and without notice or demand and without any reservation of rights against Grantor and without affecting Grantor's liability hereunder or on the Indebtedness, to (i) take or hold any other property of any type from any third party as security for the Indebtedness, and exchange, enforce, waive and release any or all of such other property, (ii) apply such other property and direct the order or manner of sale thereof as Secured Party may in its discretion determine, (iii) renew, extend, accelerate, modify, compromise, settle or release any of the Indebtedness or other security for the Indebtedness, (iv) waive, enforce or modify any of the provisions of any of the Loan Documents executed by any third party, and (v) release or substitute any third party.

(g) Voting Rights. Upon the occurrence of an Event of Default, Grantor will not exercise any voting rights with respect to securities pledged as Collateral. Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact (such power of attorney being coupled with an interest) and proxy to exercise any voting rights with respect to Grantor's securities pledged as Collateral upon the occurrence of an Event of Default.

(h) Dividend Rights and Interest Payments. Upon the occurrence of an Event of Default:

(i) all rights of Grantor to receive and retain the dividends and interest payments which it would otherwise be authorized to receive and retain pursuant to Section 3 shall automatically cease, and all such rights shall thereupon become vested with Secured Party which shall thereafter have the sole right to receive, hold and apply to the Indebtedness such dividends and interest payments; and

(ii) all dividend and interest payments which are received by Grantor contrary to the provisions of clause (i) of this Subsection shall be received in trust for the benefit of Secured Party, shall be segregated from other funds of Grantor, and shall be forthwith paid over to Secured Party in the exact form received (properly endorsed or assigned if requested by Secured Party), to be applied by Secured Party to the Indebtedness.

12. INDEMNITY. GRANTOR HEREBY INDEMNIFIES AND AGREES TO HOLD HARMLESS SECURED PARTY, AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES (EACH AN “INDEMNIFIED PERSON”) FROM AND AGAINST ANY AND ALL LIABILITIES, OBLIGATIONS, CLAIMS, LOSSES, DAMAGES, PENALTIES, ACTIONS, JUDGMENTS, SUITS, COSTS, EXPENSES OR DISBURSEMENTS OF ANY KIND OR NATURE (COLLECTIVELY, THE “CLAIMS”) WHICH MAY BE IMPOSED ON, INCURRED BY, OR ASSERTED AGAINST, ANY INDEMNIFIED PERSON ARISING IN CONNECTION WITH THE LOAN DOCUMENTS, THE INDEBTEDNESS OR THE COLLATERAL (INCLUDING WITHOUT LIMITATION, THE ENFORCEMENT OF THE LOAN DOCUMENTS AND THE DEFENSE OF ANY INDEMNIFIED PERSON’S ACTIONS AND/OR INACTIONS IN CONNECTION WITH THE LOAN DOCUMENTS). THE INDEMNIFICATION PROVIDED FOR IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND SHALL EXTEND AND CONTINUE TO BENEFIT EACH INDIVIDUAL OR ENTITY WHO IS OR HAS AT ANY TIME BEEN AN INDEMNIFIED PERSON HEREUNDER.

13. Miscellaneous.

(a) Entire Agreement. This Agreement contains the entire agreement of Secured Party and Grantor (and Borrower, if Borrower is not the Grantor) with respect to the Collateral. If the parties hereto are parties to any prior agreement, either written or oral, relating to the Collateral, the terms of this Agreement shall amend and supersede the terms of such prior agreements as to transactions on or after the effective date of this Agreement, but all security agreements, financing statements, guaranties, other contracts and notices for the benefit of Secured Party shall continue in full force and effect to secure the Indebtedness unless Secured Party specifically releases its rights thereunder by separate release.

(b) Amendment. No modification, consent, or amendment of any provision of this Agreement or any of the other Loan Documents shall be valid or effective unless the same is in writing and authenticated by the party against whom it is sought to be enforced, except to the extent of amendments specifically permitted by the Code without authentication by the Grantor.

(c) Actions by Secured Party. The lien, security interest and other security rights of Secured Party hereunder shall not be impaired by (i) any renewal, extension, increase or modification with respect to the Indebtedness, (ii) any surrender, compromise, release, renewal, extension, exchange or substitution which Secured Party may grant with respect to the Collateral, or (iii) any release or indulgence granted to any endorser, guarantor or surety of the Indebtedness. The taking of additional security by Secured Party shall not release or impair the lien, security interest or other security rights of Secured Party hereunder or affect the obligations of Grantor (or Borrower, if Borrower is not the Grantor) hereunder.

(d) Waiver by Secured Party. Secured Party may waive any Event of Default without waiving any other prior or subsequent Event of Default. Secured Party may remedy any default without waiving the Event of Default remedied. Neither the failure by Secured Party to exercise, nor the delay by Secured Party in exercising, any right or remedy upon any Event of Default shall be construed as a waiver of such Event of Default or as a waiver of the right to exercise any such right or remedy at a later date. No single or partial exercise by Secured Party of any right or remedy hereunder shall exhaust the same or shall preclude any other or further exercise thereof, and every such right or remedy hereunder may be exercised at any time. No waiver of any provision hereof or consent to any departure therefrom shall be effective unless the same shall be in writing and signed by Secured Party and then such waiver or consent shall be effective only in the specific instances, for the purpose for which given and to the extent therein specified. No notice to or demand in any case shall of itself entitle Grantor (or Borrower, if Borrower is not the Grantor) to any other or further notice or demand in similar or other circumstances.

(e) Costs and Expenses. Grantor (and Borrower, if Borrower is not the Grantor) will upon demand pay to Secured Party the amount of any and all reasonable third-party costs and expenses (including, without limitation, attorneys' fees and expenses), which Secured Party may incur in connection with (i) the transactions which give rise to the Loan Documents, (ii) the preparation of this Agreement and the perfection and preservation of the security interests granted under the Loan Documents, (iii) the administration of the Loan Documents, (iv) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, the Collateral, (v) the exercise or enforcement of any of the rights of Secured Party under the Loan Documents, or (vi) the failure by Grantor (or Borrower, if Borrower is not the Grantor) to perform or observe any of the provisions hereof.

(f) Controlling Law; Venue. This Agreement is executed and delivered as an incident to a lending transaction negotiated and consummated in Bexar County, Texas, and shall be governed by and construed in accordance with the laws of the State of Texas. Grantor (and Borrower, if Borrower is not the Grantor), for itself and its successors and assigns, hereby irrevocably (a) submits to the nonexclusive jurisdiction of the state and federal courts in Texas, (b) waives, to the fullest extent permitted by law, and objection that it may now or in the future have to the laying of venue of any litigation arising out of or in connection with any Loan Document brought in the District Court of Bexar County, Texas, or in the United States District Court for the Western District of Texas, San Antonio, Division, (c) waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum, (d) agrees that any legal proceeding against any party to any Loan Document arising out of or in connection with any of the Loan Documents may be brought in one of the foregoing courts, and (e) agrees that service of process upon it may be made by certified or registered mail, return receipt requested, at its address specified herein. Nothing herein shall affect the right of Lender to serve process in any other manner permitted by law or shall limit the right of Lender to bring any action or proceeding against Grantor (and Borrower, if Borrower is not the Grantor) or with respect to any of Grantor's (or Borrower's, if Borrower is not the Grantor) property in courts in other jurisdictions. The scope of each of the foregoing waivers is intended to be all encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this transaction, including, without limitation, contract claims, tort claims, breach of duty claims, and all other common law and statutory claims. Grantor (and Borrower, if Borrower is not the Grantor) acknowledges that these waivers are a material inducement to Lender's agreement to enter into agreements and obligations evidenced by the Loan Documents, that Lender has already relied on these waivers and will continue to rely on each of these waivers in related future dealings. The waivers in this section are irrevocable, meaning that they may not be modified either orally or in writing, and these waivers apply to any future renewals, extensions, amendments, modifications, or replacements in respect of the applicable Loan Document. In connection with any litigation, this Agreement may be filed as a written consent to a trial by the court.

(g) Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable, shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision held to be illegal, invalid or unenforceable.

(h) No Obligation. Nothing contained herein shall be construed as an obligation on the part of Secured Party to extend or continue to extend credit to Borrower.

(i) Notices. All notices, requests, demands or other communications required or permitted to be given pursuant to this Agreement shall be in writing and given by (i) personal delivery, (ii) expedited delivery service with proof of delivery, or (iii) United States mail, postage prepaid, registered or certified mail, return receipt requested, sent to the intended addressee at the address set forth on the first page hereof or to such different address as the addressee shall have designated by written notice sent pursuant to the terms hereof and shall be deemed to have been received either, in the case of personal delivery, at the time of personal delivery, in the case of expedited delivery service, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of mail, upon deposit in a depository receptacle under the care and custody of the United States Postal Service. Either party shall have the right to change its address for notice hereunder to any other location within the continental United States by notice to the other party of such new address at least thirty (30) days prior to the effective date of such new address.

(j) Binding Effect and Assignment. This Agreement (i) creates a continuing security interest in the Collateral, (ii) shall be binding on Grantor and the heirs, executors, administrators, personal representatives, successors and assigns of Grantor (and Borrower, if Borrower is not the Grantor), and (iii) shall inure to the benefit of Secured Party and its successors and assigns. Without limiting the generality of the foregoing, Secured Party may pledge, assign, or otherwise transfer the Indebtedness and its rights under this Agreement and any of the other Loan Documents to any other party. Grantor's (and Borrower's, if Borrower is not the Grantor) rights and obligations hereunder may not be assigned or otherwise transferred without the prior written consent of Secured Party.

(k) Termination. Upon (i) the satisfaction in full of the Indebtedness and (ii) the termination or expiration of any commitment of Secured Party to extend credit to Borrower, this Agreement and the security interests created hereby shall terminate. Upon termination of this Agreement and Grantor's written request, Secured Party will, at Grantor's sole cost and expense, return to Grantor such of the Collateral as shall not have been sold or otherwise disposed of or applied pursuant to the terms hereof and execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence such termination, including termination of any financing statements filed by Secured Party with respect to the Collateral (or authorize Grantor to file any such termination).

(l) Cumulative Rights. All rights and remedies of Secured Party hereunder are cumulative of each other and of every other right or remedy which Secured Party may otherwise have at law or in equity or under any of the other Loan Documents, and the exercise of one or more of such rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of any other rights or remedies. Further, except as specifically noted as a waiver herein, no provision of this Agreement is intended by the parties to this Agreement to waive any rights, benefits or protection afforded to Secured Party under the Code.

(m) Gender and Number. Within this Agreement, words of any gender shall be held and construed to include the other gender, and words in the singular number shall be held and construed to include the plural and words in the plural number shall be held and construed to include the singular, unless in each instance the context requires otherwise.

(n) Descriptive Headings. The headings in this Agreement are for convenience only and shall in no way enlarge, limit, or define the scope or meaning of the various and several provisions hereof.

14. Financing Statement Filings. Grantor recognizes that financing statements pertaining to the Collateral have been or may be filed in one or more of the following jurisdictions: the location of Grantor's principal residence, the location of Grantor's place of business, the location of Grantor's chief executive office, or other such place as the Grantor may be "located" under the provisions of the Code; where Grantor maintains any Collateral, or has its records concerning any Collateral, as the case may be. Without limitation of any other covenant herein, Grantor will neither cause or permit any change in the location of (i) any Collateral, (ii) any records concerning any Collateral, or (iii) Grantor's principal residence or the location of Grantor's place of business, as the case may be, to a jurisdiction other than as represented in Subsection 6(g), unless Grantor shall have notified Secured Party in writing of such change at least thirty (30) days prior to the effective date of such change, and shall have first taken all action required by Secured Party for the purpose of further perfecting or protecting the security interest in favor of Secured Party in the Collateral. In any written notice furnished pursuant to this Subsection, Grantor will expressly state that the notice is required by this Agreement and contains facts that may require additional filings of financing statements, amendments, or other notices for the purpose of continuing perfection of Secured Party's security interest in the Collateral.

Without limiting Secured Party's rights hereunder, Grantor authorizes Secured Party to file financing statements or amendments thereto under the provisions of the Code as amended from time to time.

15. Consent to Disclose Information. Borrower (and Grantor, if Grantor is not the Borrower) authorizes and consents to the disclosure by Secured Party, in the exercise of Secured Party's rights or remedies under this Agreement, as required by any governmental authority having jurisdiction over Secured Party, or pursuant to any court order or requirement of judicial process, of all information relating to the Note to any other party to the account pledged as Collateral and upon which a security interest is granted herein, including, but not limited to, information regarding the name of the Borrower and the amount, date and maturity of the Note.

16. Counterparts; Facsimile Documents and Signatures. This Agreement may be separately executed in any number of counterparts, each of which will be an original, but all of which, taken together, will be deemed to constitute one and the same instrument. For purposes of negotiating and finalizing this Agreement, if this document or any document executed in connection with it is transmitted by facsimile machine, electronic mail, or other electronic transmission, it will be treated for all purposes as an original document. Additionally, the signature of any party on this document transmitted by way of a facsimile machine or electronic mail will be considered for all purposes as an original signature. Any such transmitted document will be considered to have the same binding legal effect as an original document. At the request of any party, any faxed or electronically transmitted document will be re-executed by each signatory party in an original form.

17. Imaging of Documents. Grantor (and Borrower, if Borrower is not the Grantor) understands and agrees that (a) Lender's document retention policy may involve the electronic imaging of executed Loan Documents and the destruction of the paper originals, and (b) Grantor (and Borrower, if Borrower is not the Grantor) waives any right that it may have to claim that the imaged copies of the Loan Documents are not originals.

[Signature(s) appear on following page(s).]

EXECUTED as of the date first written above.

BORROWER:

/s/ W.M. "Rusty" Rush
W.M. "RUSTY" RUSH

SECURED PARTY:

FROST BANK, a Texas state bank

By: /s/ Kendal Volz
Name: Kendal Volz
Title: Senior Vice President