

**Acknowledgment of Security Interest and Agreement Regarding Payment**

This Acknowledgment of Security Interest and Agreement Regarding Payment (this "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by the customer named below ("Customer") and RUSH ENTERPRISES, INC. on behalf of itself and its subsidiaries (collectively, "Dealership").

WHEREAS, Customer may from time to time purchase commercial vehicles from Dealership; and

WHEREAS, Customer's purchase of vehicles will be evidenced by purchase orders, retail sales orders and/or other documentation, pursuant to which Dealership may, in its discretion, agree that Customer may defer its payment of the purchase price for the vehicles (a "Deferred Payment Plan");

NOW, THEREFORE, for and in consideration of the right to purchase vehicles pursuant to a Deferred Payment Plan and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1) With respect to any vehicles purchased pursuant to a Deferred Payment Plan (each a "Vehicle"), Customer hereby acknowledges and agrees to the following:
  - a) BMO HARRIS BANK N.A. ("Bank") finances Dealership's acquisition of Vehicles pursuant to an agreement that requires that Bank's security interest in each Vehicle continue until Bank receives the full amount that Bank financed for such Vehicle;
  - b) based on such agreement, Customer's purchase of any Vehicle financed by Bank is not free and clear of, and is subject to, Bank's prior, unrelinquished security interest, which will continue until Bank has received the total amount that Bank financed for such Vehicle, at which time such payment will automatically extinguish Bank's security interest in such Vehicle; and
  - c) Bank may require Customer to pay the purchase price for Vehicles directly to Bank, by providing written notice to Customer at the address set forth in Customer's signature block below, and upon receipt of such notice Customer shall make payment directly to Bank.
- 2) In the event that Customer pays any portion of the purchase price for a Vehicle directly to Bank, Dealership shall credit such payment(s) against the amount Customer owes to Dealership.
- 3) This Agreement shall be binding upon the parties hereto, and inure to the benefit of the parties hereto and to the benefit of Bank, and upon and to their respective successors and assigns.
- 4) This Agreement will remain in effect with respect to any Vehicle purchased by Customer, now or in the future, until Customer receives written notice from Bank indicating that it has been terminated.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

CUSTOMER:

DEALERSHIP:

\_\_\_\_\_  
(Insert Customer Legal Name)

RUSH ENTERPRISES, INC. on behalf of itself and its subsidiaries

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address: 555, IH 35 South, Suite 500  
New Braunfels, Texas