This Instrument Was Prepared By:

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8226 Douglas Avenue, Suite 625
Dallas, Texas 75225

Davidson County DEEDWARR
Recvd: 02/09/05 12:50 7 pgs
Fees:38.00 Taxes:7476.02
20050209-0015159

Address New Owner and Send Tax Bills to:

Rush Truck Centers of Tennessee, Inc.
P.O. Box 34630
San Antonio, Texas 78265-4630

Map/Parcel Number:

Map 148, Parcel 33
Map 148, Parcel 34

SPECIAL WARRANTY DEED
(NASHVILLE SALE)

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00) cash in hand paid by the hereinafter named Grantee, and for good and valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged, **HIGHLAND PARK LAND COMPANY**, a Texas corporation (hereinafter referred to as the "Grantor"), has bargained and sold, and by these presents transfer and convey unto **RUSH TRUCK CENTERS OF TENNESSEE, INC.**, a Delaware corporation (hereinafter referred to as "Grantee"), in fee simple, certain real property situated in Davidson County, Tennessee, which property is more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference, together with all right, title and interest in the Grantor, if any, in and to any easements and rights-of-way adjoining, abutting, or benefitting the same and together with the appurtenances, hereditaments, estate, title and interest thereto appertaining (all of the foregoing being hereinafter collectively referred to as the "Property").

TO HAVE AND TO HOLD the Property to the Grantee, its successors and assigns, in fee simple forever; subject, however, to the matters set forth in Exhibit "B" which is attached hereto and made a part hereof by this reference.

The Grantor covenants that it is lawfully seized and possessed of the Property; that it has full power and lawful authority to sell and convey the Property; that the Property is free from all encumbrances made or suffered by it, except to the extent otherwise set forth in Exhibit "B" hereto; and the Grantor will forever warrant and defend the title to the Property against all persons lawfully claiming the same from, through or under the Grantor, but not otherwise.

Whenever in this instrument the terms Grantor and Grantee are used, such terms will be construed to include said parties, their legal representatives, successors and assigns, and such

terms, or pronouns therefor, will be construed to include the masculine, feminine or neuter gender and the singular number will include the plural, all as the context may require.

Grantee assumes payment of ad valorem taxes for the year 2005.

Grantee acknowledges that the Property is being sold to and accepted by Grantee in its present condition, **AS IS, WITH ALL FAULTS, AND WITHOUT WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE PRESENCE OF ENVIRONMENTAL CONDITIONS OR LIABILITIES ON THE PROPERTY INCLUDING THOSE ARISING FROM THE GRANTOR'S NEGLIGENCE AND FROM ANY STRICT LIABILITIES,** except for the express representations warranties contained in the Contract for Purchase and Sale of Improved Real Property by and between Grantor and Grantee dated effective September 15, 2004. Grantee agrees that its sole remedy with respect to any breach of representations or warranties with respect to environmental conditions are limited to those specifically provided in the Asset Purchase Agreement dated effective September 15, 2004, by and among Grantor, Grantee and others.

IN WITNESS WHEREOF, the Grantor has executed this deed on this the 1st day of January, 2005.

HIGHLAND PARK LAND COMPANY,
a Texas corporation

John D. Moore, President

ACCEPTED BY GRANTEE:

RUSH TRUCK CENTERS OF TENNESSEE, INC.,
a Delaware corporation

Martin A. Naegelin, Jr., Vice President

STATE OF Texas §
§
COUNTY OF Dallas §

The actual consideration or value, whichever is greater, for this transfer is $2,020,544.97.

Affiant

Subscribed and sworn to before me, this the 3rd day of January, 2005.

WENDY E. JAMES
MY COMMISSION EXPIRES
September 11, 2008

Notary Public

My Commission Expires: 09/11/2008

STATE OF TEXAS §
§
COUNTY OF Dallas §

Before me, the undersigned, a Notary Public for the State and County aforesaid, personally appeared John D. Moore with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of Highland Park Land Company, a Texas corporation, and that he, as such officer of the Corporation, being authorized so to do, executed the foregoing instrument for the purposes contained therein by signing as such officer of the Corporation.

WITNESS my hand and seal this the 3rd day of January, 2005.

WENDY E. JAMES
MY COMMISSION EXPIRES
September 11, 2008

Wendy E James
Notary Public

My Commission Expires: 09/11/2008

STATE OF TEXAS §
§
COUNTY OF Dallas §

Before me, the undersigned, a Notary Public for the State and County aforesaid, personally appeared Martin A. Naegelin, Jr. with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Vice President of Rushtex, Inc., a Delaware corporation, and that he, as such officer of the Corporation, being authorized so to do, executed the foregoing instrument for the purposes contained therein by signing as such officer of the Corporation.

WITNESS my hand and seal this the 3rd day of January, 2005.

WENDY E. JAMES
MY COMMISSION EXPIRES
September 11, 2008

Wendy E James
Notary Public

My Commission Expires: 09/11/2008

EXHIBIT "A"

LEGAL DESCRIPTION

TRACT 1:

Land in Davidson County, Tennessee, being Lot No. 2 on the Plat of Peterbilt Subdivision, of record in Plat Book 5200, Page 13, Register's Office for Davidson County, Tennessee to which plat reference is hereby made for a more complete description.

Being the same property conveyed to Highland Park Land Company, a Texas corporation by deed from Class Properties, L.P., a Tennessee limited partnership, dated December 30, 2002, filed January 2, 2003, of record in Instrument No. 20030102-0000090, Register's Office for Davidson County, Tennessee.

TRACT 2:

Land in Davidson County, Tennessee, being Lot No. 1 on the Plat of Peterbilt Subdivision, of record in Plat Book 5200, Page 13, Register's Office for Davidson County, Tennessee to which plat refrence is hereby made for a more complete description.

Being the same property conveyed to Highland Park Land Company, a Texas corporation by quitclaim deed from Nashville Peterbilt, Inc., a Tennessee corporation (formerly Peterbilt of Nashville, Inc.), dated December 27, 2002, filed January 2, 2003, of record in Instrument No. 20030102-0000091, Register's Office for Davidson County, Tennessee.

EXHIBIT "B"

EXCEPTIONS

1. Taxes for the 2005 and subsequent years, a lien not yet due and payable.

2. All matters shown on subdivision plat of Peterbilt Subdivision of record in Book 5200, Page 13, Register's Office for Davidson County, Tennessee, including but not limited to the following:

   a. controlled access, permitted access location, 50-foot ingress and egress easement for Lot 2; and

   b. 10-foot-wide public utility and drainage easement and anchor easement.

3. Riparian rights of others in Mill Creek or any other streams, creeks or ponds within the boundary of the subject property.

4. Permanent Easement and Right-of-Way for Street purposes of record in Book 6314, Page 231, said Register's Office, as shown on Survey by Charles B. Moseley, Jr., Tennessee RLS #778, Land Surveying Services, P.O. Box 1243, Brentwood, Tennessee 3702401243, dated December 13, 2002, revised on December 23, 2002 and updated October 15, 2004, bearing LSS File #426-02.

5. Agreement for Dedication of Easement for Water Mains and Appurtenances of record in Book 7492, Page 623, said Register's Office, as shown on Survey by Charles B. Moseley, Jr., Tennessee RLS #778, Land Surveying Services, P.O. Box 1243, Brentwood, Tennessee 3702401243, dated December 13, 2002, revised on December 23, 2002 and updated October 15, 2004, bearing LSS File #426-02.

6. Adverse claim based upon an assertion that:

   a. any part of the subject property is now or at any time has been below the ordinary high water mark of Mill Creek; or

   b. any part of the subject property has been created by artificial means or has been accreted to such portion so created; or

   c. any part of the subject property comes from an avulsion of Mill Creek, or has been formed by accretion.

7. Easement for 50-foot ingress and egress of record in Book 5220, Page 638, said Register's Office, as shown on Survey by Charles B. Moseley, Jr., Tennessee RLS #778, Land Surveying Services, P.O. Box 1243, Brentwood, Tennessee 3702401243, dated December 13, 2002, revised on December 23, 2002 and

updated October 15, 2004, bearing LSS File #426-02 and plat of record in Book 5200, Page 13, said Register's Office.

8. Lack of Direct Access to and from controlled access highway (1-24) from the subject property.

9. Those matters which would be reflected on a current survey.

10. Tennessee Deed of Trust, Security Agreement, Fixture Financing Statement and Assignment of Leases and Rents for Commercial Purpose from Highland Park Land Company for the benefit of Bank One, NA, recorded on January 2, 2003, as Instrument No. 20030102-0000092, in said Register's Office.

11. Assignment of Leases, Rents and Profits from Highland Park Land Company to Bank One, NA, recorded on January 2, 2003, as Instrument No. 20030102-0000093, in said Register's Office.

12. Financing Statements filed with Texas Secretary of State under File No. 03-0014165303 and File No. 04-0044700110.