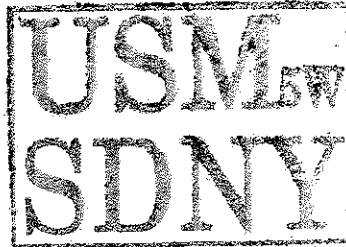


Getman & Sweeney, PLLC
9 Paradies Lane
New Paltz, NY 12561
845-255-9370
fax 845-255-8649



March 24, 2010

Hon. Richard Berman
U.S. District Court for the Southern District of NY
500 Pearl St.
New York, NY 10007

Re: *Van Dusen v. Swift Transportation Co., Inc.*, 09-cv-10376-RMB

Dear Judge Berman:

Defendants claim that the Independent Contractor Operating Agreement (ICOA) they have plaintiff drivers sign requires that claims against defendants be arbitrated. Defendants ignore the fact that the integrated Lease agreement, which is part and parcel of the very same written agreement requires that claims be litigated in Court. (Ex. B) In their motion to transfer venue from this Court to the District of Arizona, defendants ignored the arbitration clause they placed in the ICOA and relied solely on the litigation forum selection clause they put in the Lease. Now, Defendants claim the reverse, relying on the arbitration clause of the ICOA, while omitting any mention of the requirement they wrote in the Lease that claims be litigated in Court. Defendants want it both ways, whenever it suits them.

THE ICOA AND LEASE FORM A SINGLE INTEGRATED CONTRACT

The ICOA and Lease are two contracts in a single package that Defendants require Plaintiffs to sign when they are recruited. Plaintiff must sign both forms together, or neither is valid, *See e.g.* Exh. B, pp.3-31. The form contracts are offered to the plaintiff drivers as a package. No driver can sign the lease without signing the ICOA. Ex. B, p.1, para. 2(e). The single integrated contract was created by defendants jointly for a common business purpose – trucking freight for Swift. Defendants are two closely interrelated companies, headquartered in the same building, owned and run by the same person -- Jerry Moyes -- with interrelated officers and interrelated operating management (Ex.A). Defendant IEL leases trucks to Swift drivers and strictly requires that they drive only for Swift Transportation. (Lease and ICOA, Ex. B). Plaintiff drivers in this case drive only for Swift and are never permitted to drive for another carrier.

PLAINTIFFS CLAIMS ARISE UNDER BOTH PARTS OF THE SINGLE INTEGRATED CONTRACT.

Plaintiffs' claims in this case are threefold: First, that the Defendants jointly exercise such control over the "owner operators" that they are legally "employees" and not "independent contractors"

as the contracts claim. The claims that arise from this misclassification involve FLSA and other state employment laws prohibiting deductions from wages. These claims arise from both the ICOA and lease. The ICOA specifically states "While operating the Equipment under COMPANY'S authority, COMPANY shall have exclusive possession, control and use of the equipment during the term of this Agreement." ICOA ¶5A. The claims also arise under the lease which also prohibits truckers from using the leased truck to haul freight for other companies without Swift's approval. Lease ¶12(g)(termination of ICOA by Swift for any reason, or no reason, is "default" by driver). See *Estrada v. FedEx Ground Package System, Inc.* 154 Cal.App.4th 1, 64 Cal.Rptr.3d 327 (Cal.App. 2 Dist.,2007) (Control is preeminent test of employment; FedEx employs drivers).

Second, Plaintiffs also bring unconscionability and related contract claims again arising from both the IEL lease and Swift ICOA since they jointly permit Defendants to take back the leased truck anytime they wish, treat that repossession as the driver's "default" and exact all remaining payments that otherwise would be due had there been no "default," as well as additional charges, without allowing for mitigation of damages for release of the vehicle.

Third, Plaintiffs' Second Amended Complaint adds a claim for "forced labor." 18 U.S.C. §1589 and 1595. Defendants threaten Plaintiffs that they will use the legal system to enforce the crushing five to six figure debt that Defendants' lease and ICOA impose on Plaintiffs if they do not work exclusively for Swift and follow their rules and instructions precisely.

THE TWO DOCUMENTS THAT MAKE UP A SINGLE CONTRACT CONFLICT

Obviously, all claims arise under the lease (with its clause purporting to require that claims be litigated in Court) and the ICOA (with its clause purporting to require arbitration). Defendants jointly drafted these conflicting provisions. Defendants require them to be signed together. Defendants jointly enforce Swift's work rules through the termination/default provisions. Defendants are represented by one law firm (Littler Mendelson). And Defendants have asserted both clauses at the same time.

Defendants drafted these form contracts. The forms are classic contracts of adhesion insofar as they require signatures of the driver on the two interrelated contracts with the interrelated defendants. The contracts explicitly state that a lease contract is only valid upon signing and driving for Swift. Since Defendants drafted the forms with conflicting clauses, the language must be construed against Defendants. Conflicts in contractual language must be resolved against the drafter. *White v. Coca-Cola Co.*, 542 F.3d 848 (11th Cir. 2008). As this Court wrote in *Lucente v. International Business Machines Corp.*, 117 F.Supp.2d 336, 342 (S.D.N.Y. 2000):

It is axiomatic that vague or ambiguous contract language must be construed against the drafter." *U.S. v. Manshul Constr. Corp.*, 940 F.Supp. 492, 499 (E.D.N.Y.1996). "In cases of doubt or ambiguity, a contract must be construed most strongly against the party who prepared it and favorably to a party who had no voice in the selection of its language." *Jacobson v. Sassower*, 66 N.Y.2d 991, 993, 499 N.Y.S.2d 381, 382, 489 N.E.2d 1283 (1985). Anything less than total clarity, "even some level of ambiguity, will result in

construction favoring [the nondrafter].” *Prescott, Ball & Turben v. LTV Corp.*, 531 F.Supp. 213, 217 (S.D.N.Y.1981).


Defendants are not permitted to pick and choose which of the conflicting clauses now works best for their strategy of removing this case from Your Honor’s bench.

CONCLUSION

Your Honor specifically directed that discovery should proceed pending resolution of Defendants’ letter motion to transfer venue. Now, since Plaintiffs have served third party subpoenas on entities that possess evidence of the Defendants’ control over the truckers¹ (which would evidence employment) defendants hurriedly move to have the case sent to arbitration, where plaintiffs will not be easily able to serve third party subpoenas and where discovery rights are not broadly enforced.

If the claims were arbitrable as Defendant’s claim, there would be no purpose to sending this matter to Court in Arizona as Defendants’ prior motion requested. This Court could send a case to arbitration as easily as the Court in Arizona. However, defendants’ motions conflict. The very contracts conflict. Defendants are not permitted to pick and choose which of the conflicting clauses they may enforce as those conflicting clauses must be construed against them. Defendants may not simultaneously seek to enforce an arbitration clause and a court selection clause. Defendants’ request for permission to move to compel arbitration must be denied.² Similarly, the conflicting transfer of venue to the District of Arizona should also be denied.

Sincerely,



Dan Getman

¹For example, plaintiffs served a subpoena on QualComm, the maker and operator of mobile email systems by which Swift sends work instructions to truckers while they are on the road (and by which Swift obtains detailed realtime data on truck speed, turns, braking, abrupt movement, etc.). Plaintiffs also served a third party subpoena on the collections agency that Swift and IEL send to hound the Plaintiffs when Defendants put Plaintiffs in default.

²Arbitration of this dispute is also not available under the FAA, as there is an explicit exception to the FAA for employees of interstate trucking companies. 9 U.S.C. §1. Furthermore, as briefly set forth in Plaintiffs’ response to Defendants’ motion to transfer venue, the Plaintiffs’ signatures to the contracts were unconscionably obtained, and thus may not be enforced on this basis either. Finally, the “class action waiver” set forth in the ICOA is similarly unconscionable and unenforceable and is further grounds for the invalidation of the contract. *In re American Express Merchants’ Litigation*, 554 F.3d 300 (2d Cir. 2009). If the court believes there is any non-frivolous basis for defendants to move for arbitration, Plaintiffs must be afforded the opportunity to fully brief this motion.

I hereby certify that a copy of the foregoing with all attachments was served on defendants' counsel, Gary Shapiro by first class mail on this March 24, 2010.

A handwritten signature in black ink, appearing to read "Dan Getman", written over a horizontal line.

Dan Getman

Exhibit A

11/13/2009

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File Number: -0074408-5

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Corp. Name: SWIFT TRANSPORTATION CO., INC.

Domestic Address

2200 S 75TH AVENUE

PHOENIX, AZ 85043

Statutory Agent Information

Agent Name: NATIONAL REGISTERED AGENTS INC

Agent Mailing/Physical Address:

638 N FIFTH AVE

PHOENIX, AZ 85003

Agent Status: APPOINTED 12/10/2008

Agent Last Updated: 12/30/2008

Additional Corporate Information

Corporation Type: PROFIT

Business Type: TRANSPORTATION

Incorporation Date: 10/28/1968

Corporate Life Period: PERPETUAL

Domicile: ARIZONA

County: MARICOPA

Approval Date: 10/28/1968

Original Publish Date: 12/10/1968

Officer Information

JERRY MOYES
CHIEF EXECUTIVE OFFICER

RICHARD STOCKING
PRESIDENT

2200 S 75TH AVE
 PHOENIX,AZ 85043
Date of Taking Office: 08/13/2007
Last Updated: 06/11/2009

2200 S 75TH AVE
 PHOENIX,AZ 85043
Date of Taking Office: 01/06/2009
Last Updated: 06/11/2009

VIRGINIA HENKELS
 SECRETARY
 2200 S 75TH AVE
 PHOENIX,AZ 85043
Date of Taking Office: 08/13/2007
Last Updated: 06/11/2009

VIRGINIA HENKELS
 TREASURER
 2200 S 75TH AVE
 PHOENIX,AZ 85043
Date of Taking Office: 08/13/2007
Last Updated: 06/11/2009

Director Information

JERRY MOYES
 DIRECTOR
 2200 S 75TH AVE
 PHOENIX,AZ 85043
Date of Taking Office: 08/13/2007
Last Updated: 06/11/2009

EARL SCUDDER
 DIRECTOR
 2200 S 75TH AVE
 PHOENIX,AZ 85043
Date of Taking Office: 05/10/2007
Last Updated: 06/11/2009

JAMES MAHONEY
 DIRECTOR
 2200 S 75TH AVE
 PHOENIX,AZ 85043
Date of Taking Office: 05/10/2007
Last Updated: 06/11/2009

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00918852	04 ANNUAL REPORT	04/16/2004
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01531070	06 ANNUAL REPORT	04/27/2006
01854930	AGENT APPOINTMENT	01/26/2007
01972542	07 ANNUAL REPORT	04/12/2007
02346136	08 ANNUAL REPORT	03/10/2008
02633278	AGENT APPOINTMENT	12/10/2008

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Amendment Date	Amendment Type	Publish Date	Publish Exception
04/18/1990	NAME CHANGE	06/29/1990	
12/20/1974	AMENDMENT		

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Administrative Dissolution Date	Administrative Dissolution Reason	Reinstatement Date
08/10/1981		09/01/1981
12/20/1971		04/28/1972

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Description	Corporation Name	Date
CHANGED FROM	SWIFT TRANSPORTATION COMPANY, INC.	04/18/1990
MERGED FROM	B AND C TRUCK LEASING, INC.	12/20/1974

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10244028025	07/30/1986	85 ANNUAL REPORT
10307015028	06/05/1987	86 ANNUAL REPORT
10367017022	03/31/1988	87 ANNUAL REPORT
10452002022	04/12/1989	88 ANNUAL REPORT
10541026026	04/11/1990	89 ANNUAL REPORT

10529018016	04/18/1990	AMENDMENT
20100089031	06/29/1990	PUBLICATION OF AMENDMENT
10624004031	06/27/1991	90 ANNUAL REPORT
10690002033	04/09/1992	91 ANNUAL REPORT
10777010010	05/06/1993	92 ANNUAL REPORT
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32178002711	12/10/2008	AGENT APPOINTMENT

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Corp. Name: INTERSTATE EQUIPMENT LEASING, INC.

Domestic Address

PO BOX 29243

PHOENIX, AZ 85038

Second Corp. Address

Statutory Agent Information

Agent Name: GERALD F EHRLICH

Agent Mailing/Physical Address:

4001 N 3RD ST #400

PHOENIX, AZ 85012

Agent Status: APPOINTED 05/03/1989

Additional Corporate Information

Corporation Type: PROFIT

Business Type: EQUIPMENT LEASING

Incorporation Date: 05/03/1989

Corporate Life Period: PERPETUAL

Domicile: ARIZONA

County: MARICOPA

Approval Date: 05/22/1989

Original Publish Date: 06/30/1989

Officer Information

JERRY C MOYES
CHIEF EXECUTIVE OFFICER
13327 N 65TH AVE
GLENDALE, AZ 85304

Date of Taking Office: 05/03/1989

Last Updated: 11/20/2008

CHAD KILLEBREW
PRESIDENT

2200 S. 75TH AVE.

PHOENIX, AZ 85043

Date of Taking Office: 11/22/2005

Last Updated: 11/20/2008

Director Information

JERRY C MOYES
DIRECTOR
13327 N 65TH AVE
GLENDALE, AZ 85304
Date of Taking Office: 05/03/1989
Last Updated: 11/20/2008

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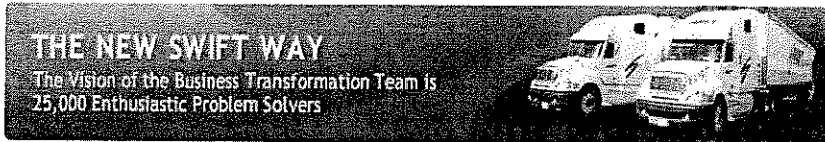
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OUR LEADERSHIP

With over 100 years of not only industry experience but Swift experience, our leadership team is part of what makes Swift "Best in Class". This team of tenured transportation experts is ready to lead Swift into the future.



Jerry Moyes

Chairman of the Board, Founder and CEO

Jerry Moyes began hauling steel from Arizona to Los Angeles ports with one truck in 1966, forming a partnership with a steel importer called Common Market Distribution Corp., later merging it with a company he founded, Swift Transportation. In 1986, he was named Chairman of the Board, President, and CEO of the company. From 1986, Mr. Moyes has helped grow Swift from a single truck to a leading company in its industry. Mr. Moyes has also been involved in a number of other organizations, serving as vice president of the American Trucking Association and as president of the Arizona Motor Transport Association. He currently serves as a board member of the Truckload Carriers Association, a Director for the Greater Phoenix Economic Council, and a member of the Center for Entrepreneurship at Brigham Young University. He has served as Chairman for several corporations, including Central Freight Lines and Central Refrigerated Transportation Service.



Richard Stocking

President and Chief Operating Officer

Richard Stocking is currently the President and Chief Operating Officer at Swift Transportation. Previously Richard served as Executive Vice President of Sales for Swift Transportation Co., Inc. Mr. Stocking also served as Regional Vice President of the Central Region and in various operations and sales management positions over the last 18 years. He also has responsibility for our temperature controlled line of business, our Mexico subsidiary, Trans-Mex, IT, marketing, pricing and our customer service network. Richard drove home the core fundamentals that led Swift Transportation through two restructurings and a privatization. Mr. Stocking has consistently overachieved in his professional and personal lives. Married to Melissa Stocking and with three boys: Jake, Carter and Hayden, Richard continues to be an active member of his community.



Ginnie Henkels

Executive Vice President and Chief Financial Officer

Ginnie Henkels has served as Executive Vice President and Chief Financial Officer since May 2008. Ginnie joined Swift in 2004 and was the Assistant Treasurer and Investor Relations Officer prior to her current role. Before joining Swift, Ginnie served in various finance and accounting leadership roles for Honeywell during a 12 year tenure. During this time, she served as the Director of Financial, Planning and Reporting for Honeywell's Industrial Control business segment, as Finance Manager of the Building Controls segment in the United Kingdom, and as Manager of External Corporate Reporting, among other roles. Ginnie completed her Bachelor's degree in Finance and Real Estate at the University of Arizona, obtained her MBA from Arizona State University, and passed the May 1995 CPA examination.



Mike Ruchensky

Vice President and Chief Information Officer

Mike Ruchensky has served as Vice President/Chief Information Officer of Swift Transportation since December 2003. From 2002 to November 2003, Mr. Ruchensky served as Chief Operating Officer for the shipping division of Ja-Del, Inc. From 1996 to 2002, Mr. Ruchensky served as the Vice President of Operations/Information Systems for Wolfertman's. From 1980 through 1996, Mr. Ruchensky worked for AlliedSignal, where he held a series of progressively responsible positions in Information Systems. Mr. Ruchensky holds a BA in Accounting from Ottawa University and an MBA from Baker University.



Rodney Sartor

MISSION

At Swift Transportation our mission is to attract and retain customers by providing Best in Class transportation solutions and fostering a profitable, disciplined culture of safety, service, and trust.

PURPOSE

We serve Swift Customers and employees by providing best in class transportation solutions and a healthy and secure work environment so they can meet their business and personal objectives. By doing this we help our organization achieve the high standards of our customers and build the character of our employees. Our commitment to excellence will drive Swift's economic model through growth in sales, cost control, and increased financial prosperity.

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Rodney Sartor is currently the Executive Vice President of Western Region Operations at Swift Transportation. As one of the longest tenured employees of Swift, joining in May 1979, Mr. Sartor held various positions until serving as Director of Operations from 1982 to 1988. In 1988 Mr. Sartor took on the responsibilities of Regional Vice President for two years. From 1990 to late 2005, Mr. Sartor served as Executive Vice President. In November 2005, Mr. Sartor joined Central Freight Lines as Vice President until May 2007 when he rejoined Swift Transportation.

Mr. Sartor spent his entire transportation career with CEO Jerry Moyes and has been a member of both The Western Cotton Association and Phoenix Cotton Exchange for over 30 years. Mr. Sartor attended Glendale Community College from 1973 to 1975 pursuing a degree in Landscape Architecture and Construction Engineering. Prior to his career with Swift, Mr. Sartor practiced Hydro Engineering for Golf Course Irrigation Design and Construction. Mr. Sartor has been married 35 years with 4 children and 6 grandchildren and has held his private pilot's license for 12 years.

**Mark Young****Executive Vice President, Intermodal**

Mark Young has served as Executive Vice President, Swift Transportation & President Swift Intermodal, LTD. since November 2005. From 2004 to 2005, Mark served as Vice President of Intermodal for Swift. Prior to joining Swift, Mark worked in Transportation Logistics with Hub Group for five years as VP National Sales and President of Hub Texas and Hub Atlanta. From 1990 to 1998, Mark was employed by CSX Intermodal as Director of Sales for the Southeast, Southwest and Mexico regions. Mark started his transportation career in 1980 with ABF Freight System where he held a variety of sales and operating positions. Mark received a BS in Business Administration from the University of Arkansas. Mark is married to the former Stacie Hardin, and they have two daughters.

**Kenneth C. Runnels****Executive Vice President, Eastern Region**

Ken Runnels has served as Executive Vice President, Eastern Region, since December 2007. His current responsibilities include overseeing all of the Eastern terminals' operations. Ken began his career with Swift Transportation in 1983 as a log auditor, and over the next few years was quickly promoted through operations to Terminal Manager. Since 1983 Ken has held a myriad of positions, including Terminal Manager at several locations, Regional Vice President, and Vice President of Fleet Operations. With the exception of a brief period with US Xpress from July 2006 to November 2007, Ken has spent his transportation career with Swift Transportation. Ken helped grow Swift from a 140 truck operation in 1983 to our current truck count of over 16,000.

**Chad E. Killebrew****Executive Vice President, Business Transformation**

Chad Killebrew has served as Executive Vice President, Business Transformation since April 2008. Chad most recently served as President of Interstate Equipment Leasing, Inc. and Vice President of Swift's Owner Operator Division. He has held roles in Operations, Recruiting, and Business Analysis and Planning. Chad received a Bachelor's degree in Finance from the University of Utah and obtained his MBA from Westminster College.

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Chad E. Killebrew

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Published on: 11/17/2005 Last Visited: 11/7/2008

Chad Killebrew IEL President

[About Swift: Our Leadership](#) - [Cached Version]

Published on: 12/22/2008 Last Visited: 12/22/2008

Chad Killebrew has served as Executive Vice President, Business Transformation since April of 2008. Chad most recently served as President of Interstate Equipment Leasing, Inc. and Vice President of Swift's Owner Operator Division. He has held roles in Operations, Recruiting, and Business Analysis and Planning. Chad received a Bachelor's degree in Finance from the University of Utah and obtained his MBA from Westminster College.

[About Swift: Our Leadership](#) - [Cached Version]

Published on: 11/29/2009 Last Visited: 11/29/2009

Chad Killebrew has served as Executive Vice President, Business Transformation since April of 2008. Chad most recently served as President of Interstate Equipment Leasing, Inc. and Vice President of Swift's Owner Operator Division. He has held roles in Operations, Recruiting, and Business Analysis and Planning. Chad received a Bachelor's degree in Finance from the University of Utah and obtained his MBA from Westminster College.

[Swift Transportation Corporation](#) - [Cached Version]

Published on: 1/3/2010 Last Visited: 1/3/2010

Chad E. Killebrew Executive Vice President, Business Transformation

Chad Killebrew has served as Executive Vice President, Business Transformation since April 2008. Chad most recently served as President of Interstate Equipment Leasing, Inc. and Vice President of Swift's Owner Operator Division. He has held roles in Operations, Recruiting, and Business Analysis and Planning. Chad received a Bachelor's degree in Finance from the University of Utah and obtained his MBA from Westminster College.

[Swift Transportation Corporation](#) - [Cached Version]

Published on: 1/3/2010 Last Visited: 1/3/2010

Chad Killebrew

Executive Vice President, Business Transformation Chad Killebrew has served as Executive Vice President, Business Transformation since April 2008. Chad most recently served as President of Interstate Equipment Leasing, Inc. and Vice President of Swift's Owner Operator Division. He has held roles in Operations, Recruiting, and Business Analysis and Planning. Chad received a Bachelor's degree in Finance from the University of Utah and obtained his MBA from Westminster College.

Exhibit B

This Lease has been assigned to one or more secured parties and the purchase or assignment of this lease would violate the rights of the secured parties.

INTERSTATE EQUIPMENT LEASING, INC.
EQUIPMENT LEASE AGREEMENT

REDACTED

This Equipment Lease, including all attached Schedules and related Individual Leasing Records (together, the "Lease") is entered into by and between Interstate Equipment Leasing, Inc., an Arizona corporation with its principal place of business at 2200 South 75th Avenue, Phoenix, AZ 85043 (LESSOR), and REDACTED, whose residence or principal place of business is at REDACTED, NY (LESSEE).

- 1 **LEASE OF EQUIPMENT.** Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease, for business purposes only, from Lessor, the equipment and other personal property (herein, together with all replacements, improvements, substitutions, additions and accessions thereto and thereto, collectively called the "Equipment" and individually called an "Item of Equipment" or "Item") described in each Schedule A-Individual Leasing Record now or hereafter executed by Lessor and Lessee. Each reference herein to "Lessor's assigns" means any purchaser, transferee, assignee, or secured party referred to in Section 15 hereof and any of their assignees, and in the case of any partnership or trust shall also include each partner or beneficiary thereof, including each stockholder of any corporate partner or beneficiary.
- 2 **LEASE TERM AND RENT.**
 - 2(a). **Lease Term.** The initial lease term of each Item of Equipment (the "Initial Term") shall be as specified in the Schedule A-Individual Leasing Record. At the expiration of the Initial Term for an Item of Equipment, in the event that Lessor determines that it would be financially expedient to do so, Lessor may, if Lessee agrees in writing, extend the Initial Term of the lease for such Item of Equipment for up to six (6) months (the "Extension Term"), with the length of the Extension Term to be determined by Lessor at the expiration of the Initial Term of the lease for a specific Item of Equipment.
 - 2(b). **Rent.** The rent of for each Item of Equipment, including Initial Rent, described in each Schedule A-Individual Leasing Record shall be as set forth therein ("Rent"). All Rent payments include administrative-cost reimbursements and markups benefiting Lessor.
 - 2(c). **Excess Mileage Charge.** Lessee agrees that the Rent is based upon normal wear and tear, and that Lessee shall drive the vehicle 11,000 miles dispatched by Carrier, whether loaded or empty, or less per MONTH ("Standard Mileage"). Lessee agrees to pay a charge of nine cents (\$0.09) for each mile driven in excess of the Standard Mileage ("Excess Mileage Charge"). This Excess Mileage Charge shall be calculated monthly by subtracting the Standard Mileage from the same month's actual miles dispatched by Carrier, whether loaded or empty - based on Carrier's then most current version of its mileage guide - and multiplying by \$0.09 cents per mile. All Excess Mileage Payments include administrative-cost reimbursements and markups benefiting Lessor. All funds collected from Lessee as Excess Mileage Fees shall be the property of Lessor, but if Lessee, with Lessor's approval, exercises the Purchase Option under Section 18, all such funds shall be returned to the Lessee in the form of a credit towards the purchase price.
 - 2(d). **Overall Lease Payments.** The Rent, Excess Mileage Charge (if any), and all other amounts owed to Lessor under this Lease as specified above and in Schedules C and D (together "Overall Lease Payment") shall be due and payable, without notice or demand, at the times and in the amounts specified in the Schedule A-Individual Leasing Record and at the office of Lessor or at such other place as Lessor or Lessor's assigns shall designate in writing. Each reference herein to "Rent payment date" means the date on which a payment of Rent is due for an Item of Equipment, and each reference herein to "Rental period" means each period for which payment of Rent is due for such Item.
 - 2(e). **Authorized Deductions by Carrier.** Lessee shall execute an "Authorization and Assignment" (in the form attached hereto) in favor of Lessor authorizing and directing the motor carrier ("Carrier") with which Lessee has entered into an independent contractor operating agreement ("ICOA") - which shall be Swift Transportation Co., Inc. - to deduct weekly the Overall Lease Payments from Lessee's earned and available settlement compensation under the ICOA and to electronically deliver all Overall Lease Payments to Lessor within two business days of each Overall Lease Payment Date. Lessee shall supply Lessor with a copy of Lessee's ICOA (including all attachments and addendums) immediately upon its signing by all parties.
- 3 **DELIVERY AND ACCEPTANCE.** Lessee shall select the type, quality, and supplier of each Item of Equipment. Lessor shall not be liable to Lessee for any failure or delay in obtaining delivery of any Equipment. Upon delivery of any Item of Equipment to Lessee, Lessee shall forthwith inspect such Item and, unless Lessee gives Lessor prompt written notice of any defect in or other proper objection to such Item, including that the Equipment does not meet the Minimum Guidelines for Condition of Equipment set forth in Schedule B hereto, Lessee shall execute and deliver to Lessor a Schedule A-Individual Leasing Record, in form and substance satisfactory to Lessor covering such Item. Lessee's execution of a Schedule A-Individual Leasing Record covering an Item of Equipment shall conclusively establish, as between Lessor and Lessee, that such Item has been unconditionally accepted by Lessee for all purposes of this Lease and has agreed that the Equipment meets the Minimum Guidelines for Condition of Equipment set forth in Schedule B hereto.
- 4 **NET LEASE; NO OFFSET.** THIS IS A NET LEASE, AND ALL RENT AND ALL OTHER SUMS PAYABLE BY LESSEE HEREUNDER

SHALL BE PAID UNCONDITIONALLY WHEN DUE, WITHOUT ABATEMENT, DEDUCTION, COUNTERCLAIM OR SETOFF OF ANY NATURE, INCLUDING ANY THEREOF ARISING OUT OF ANY PRESENT OR FUTURE CLAIM LESSEE MAY HAVE AGAINST LESSOR, OR ANY LESSOR'S ASSIGNS OR THE MANUFACTURER OR SUPPLIER OF THE EQUIPMENT. In no event, except as otherwise expressly provided herein, shall this Lease terminate or shall any of Lessee's obligations be affected by reason of any defect in or damage to or loss or destruction of all or any part of the Equipment, from any cause whatsoever, or any interference with Lessee's use of the Equipment by any person or for any other cause whatsoever.

5 DISCLAIMER OF WARRANTIES. LESSOR, NOT BEING THE MANUFACTURER OR THE VENDOR OF THE EQUIPMENT, HEREBY MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF ANY KIND OR AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN OR CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PURPOSE, OR ITS CAPACITY OR DURABILITY, OR THE QUALITY OF THE MATERIAL OR WORKMANSHIP OR CONFORMITY OF THE EQUIPMENT TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDER RELATING THERETO, OR ANY PATENT INFRINGEMENT OR PATENT OR LATENT DEFECTS, AND LESSEE HEREBY ACKNOWLEDGES THE FOREGOING DISCLAIMER BY LESSOR. Provided no Event of Default has occurred and is continuing hereunder, and so long as the Equipment is subject to this Lease and Lessor is legally permitted so to do, Lessor hereby authorizes Lessee at Lessee's expense to assert for Lessor's account, all rights of Lessor under any manufacturer's, vendor's, or dealer's warranty on the Equipment or any item thereof.

6 USE, MAINTENANCE, INSPECTION AND RETURN OF EQUIPMENT.

- 6(a). Use of Equipment.** Lessee shall use the Equipment exclusively in the operation of Lessee's transportation business and in compliance with all applicable federal, state, local, and foreign statutes, laws, ordinances, regulations, and insurance policy conditions. Lessee agrees that, except as otherwise provided below, he/she shall be the driver assigned to the Equipment. If Lessee is ill, disabled, or otherwise unable to drive the Equipment, he/she must submit a written request to substitute a competent, licensed driver who will be under his/her control and direction and will not abuse the Equipment and will operate it with reasonable care, diligence, and caution, and subject to all provisions of this Lease, which request Lessor shall review within ten (10) business days. Any request not approved by Lessor in writing within that period shall be deemed disapproved. If Lessor approves Lessee's request (and Lessor's approval shall not be unreasonably withheld), Lessor may attach reasonable conditions to protect Lessor's interest in the Equipment. At a minimum, Lessee shall ensure that he/she and any substitute driver possess valid commercial driver's licenses and meet, throughout the term of this Lease, all applicable federal and state driver qualifications and motor vehicle safety requirements, including but not limited to Lessee's ensuring that Carrier provides Lessor with proof of federal minimum safety qualifications of Lessee and any substitute drivers. If, in Lessor's reasonable judgment, a driver is not in compliance with these qualifications and requirements, Lessee shall replace the driver at Lessor's request with one approved by Lessor. Lessee hereby authorizes Lessor to charge back Lessee for all repairs to, and refurbishment of, the Equipment to remedy damage caused by pets or other animals allowed in the Equipment by Lessee. No passenger may be carried without a prior written passenger authorization from Lessor or Carrier. No more than one passenger may be carried at one time.
- 6(b). Licenses, Permits, Taxes, Other Operating Expenses, Related Levies, Liens, and Encumbrances.** Except to the extent the Carrier expressly assumes the following obligations pursuant to Lessee's ICOA, Lessee will be responsible for acquiring and paying for any permits, plates, and licenses necessary to operate the Equipment and any federal, state, or local taxes and fees, including the Federal Highway Use Tax, registration fees, weight-distance taxes, state property or indefinite situs taxes, highway use taxes, ferry, bridge, tunnel, and road tolls, or other charges assessed against the Equipment arising from Lessee's use, as well as all fuel costs, fuel taxes, empty mileage, loading and unloading expenses, detention and accessorial charges, and any other costs of operating the Equipment. Lessee shall also keep the Equipment free and clear of all levies, liens, and encumbrances related to amounts Lessee owes for the above taxes and other operating expenses.
- 6(c). Maintenance and Repairs.** Lessee shall be responsible for all expenses relating to regular maintenance of engine, drive-train, axes, brakes, and all other electrical and mechanical systems (including complying with the Preventive Maintenance Schedule set forth in Schedule E), repairs of damage to the Equipment necessary to its continued safe and efficient operation, and all lubricants, tires, rims, parts, and supplies involved in such maintenance and repairs. All such expenses shall be approved by Lessor before the work is performed. Lessee, at its expense, shall preserve the Equipment in as good order and condition as when delivered to Lessee hereunder, as measured by the Minimum Guidelines for Condition of Equipment set forth in Schedule B hereto, excepting only reasonable wear and tear from normal use, including causing any item of Equipment which has been damaged, but not irreparably, to be promptly repaired and restored to at least the conditions required by the Guidelines in Schedule B. All Equipment repairs and maintenance shall be performed at facilities designated or approved by Lessor. If Lessor reasonably determines that required maintenance and repairs are not being done, Lessee hereby authorizes Lessor to have such maintenance and repair work done at facilities Lessor selects and to charge such costs to Lessee.
- 6(d). Modifications to Equipment.** Without Lessor's prior written consent, Lessee shall make no addition, improvement, or modification to any item of Equipment. All additions, improvements, or modifications to any item of Equipment required by law shall become a part thereof, the property of Lessor, and included with the term "Equipment." When Lessee returns the Equipment to Lessor, any item Lessee affixed with Lessor's approval may be removed only if Lessor reasonably determines that removal will not damage or lessen

the value of the Equipment and Lessee pays for any such removal. Any alteration Lessor does not approve in writing shall be removed at Lessee's expense or retained by Lessor as Lessor's property, at Lessor's option. From time to time, Lessor may, at its option and expense, make such alterations, additions, or improvements as it shall deem appropriate.

- 6(e). **Inspection.** Throughout the duration of this Lease, Lessor or Lessor's authorized agent has the right to inspect the Vehicle at any reasonable time or place and Lessee agrees to return the Vehicle to Phoenix, AZ, or another point Lessor indicates, every sixty (60) or more days, as Lessor specifies, for Lessor's inspection.

7 TITLE TO AND LOCATION OF EQUIPMENT; QUIET ENJOYMENT. As between Lessor and Lessee, Lessee shall have exclusive possession, control, and use of the Equipment for the duration of this Lease, and shall assume complete responsibility for the operation of the Equipment. This Lease constitutes a lease and Lessor is merely allowing Lessee to use the Equipment, with an option to purchase it under the circumstances and on the terms set forth in Section 18. The Equipment shall at all times be and remain personal property notwithstanding that any item thereof may now or hereafter be affixed to the Equipment, and title thereto shall at all times during the lease term thereof remain in Lessor. Each item of Equipment shall be delivered to the location specified in the **Schedule A-Individual Leasing Record** hereof, and shall not thereafter be removed from such location without Lessor's written consent. On Lessor's request, Lessee agrees, at its cost and expense, to affix a tag, plate or stencil to each item showing Lessor's title thereto. Lessee agrees that Lessor is entitled to and shall have the right to claim the following tax benefits with respect to the Equipment: (a) depreciation deductions for Federal Income Tax purposes and depreciation or cost recovery deductions for Arizona and any other applicable state income tax purposes; and (b) all items of Lessor income and deduction relating to this Lease. Provided that no Event of Default has occurred and is continuing hereunder, Lessor agrees that it shall not interfere with Lessee's quiet enjoyment and use of the Equipment during the lease term thereof.

8 INDEMNIFICATION. Lessee shall indemnify, defend, and hold Lessor and Lessor's assigns harmless from and against any claim (including any for which Lessor is not indemnified by Lessor's insurance) of direct, indirect, or consequential loss, damage, delay, fine, civil penalty, or expense, including reasonable attorneys' fees and costs of litigation (together "Damages") that Lessor incurs arising out of Lessee's (including Lessee's agents' or employees') negligence, gross negligence, willful misconduct, or other culpable acts or omissions in inspecting, maintaining, or using the Equipment or otherwise performing, or failing to perform, Lessee's obligations under this Lease. Lessee hereby authorizes Lessor to charge Lessee back for all amounts due Lessor under this Section 8 (see **Schedule B**). Lessor shall furnish Lessee with a written explanation and itemization of any deduction for cargo or property damage before it is made. In the event that any report or return is required to be made with respect to any obligation of Lessee under this Lease, if Lessee may or is required to make such report or return in its name, it shall do so promptly and send a copy of such report or return to Lessor. If Lessor is required to make such report or return, Lessee shall promptly furnish to Lessor such data and information in such form as will enable Lessor to make and file such report or return as expeditiously as possible. In the event that Lessor shall be held responsible for state sales tax, Lessee agrees to reimburse Lessor for any sales tax assessment resulting from this transaction. Lessor and Lessee agree to keep each other informed of any major problems, attachments, liens, or encumbrances that arise in the operation of the Equipment, reporting information relating to any accident or lawsuit that occurs and cooperating with each other and insurers in the investigation, prosecution, or defense of any accidents, claims, or suits arising from the operation of Carrier, the Equipment, or this Lease. Lessee's obligations under this Section 8 shall survive the expiration or earlier termination of this Lease.

9 LIENS AND ENCUMBRANCES. Lessee shall not directly or indirectly create or permit to exist, and shall promptly and at its own expense discharge, any lien, charge or encumbrance on the Equipment, or any item thereof, except for any lien, charge, or encumbrance resulting solely from the acts of Lessor. Lessee shall notify Lessor immediately if any such action occurs.

10 LOSS, DAMAGE, OR DESTRUCTION. Lessee shall bear all risks of loss, damage, theft, or destruction of or to any item of Equipment. If any item of Equipment becomes lost, stolen, destroyed, irreparably damaged, confiscated, requisitioned or commandeered (herein called a "Loss"), Lessee shall promptly notify Lessor thereof in writing and shall, at Lessor's option, either (a) replace such item with like equipment which has a market value at least equal to the Stipulated Loss Value of the Equipment as of the date, next following such loss, shown on the Stipulated Loss Value Schedule (in **Schedule A** hereto), that is in Good Operating Condition, and to which clear title will pass to Lessor, plus pay Lessor all accrued and unpaid Overall Lease Payments owing for the Equipment for all periods commencing prior to such date, or (b) on such date next following such Loss, pay Lessor an amount equal to the sum of (i) the Stipulated Loss Value of such item as of the next date thereafter shown on the Stipulated Loss Value Schedule (in **Schedule A** hereto), plus (ii) all accrued and unpaid Overall Lease Payments owing for such item for all periods commencing prior to such date, and upon such payment the Lease term of such item shall terminate and Lessor shall transfer to Lessee, without recourse or warranty, all of Lessor's right, title, and interest in and to such item as of such date.

11 INSURANCE. Lessee's obligations as to insurance shall be as set forth in attached **Schedule C** (Insurance).

12 EVENTS OF DEFAULT. Lessee shall be in default under this Lease upon the happening of any of the following events or conditions (herein called "Events of Default"): (a) Lessee shall fail to make any Overall Lease Payment hereunder within five (5) days after the same is due and payable electronically by Carrier, or (b) Lessee or any guarantor of Lessee's obligations hereunder ("Guarantor") shall be in default in payment or performance of any other indebtedness or obligations now or hereafter owed by Lessee or by any Guarantor to Lessor, or to any parent, affiliate or subsidiary of Lessor, under any other agreement or instrument; or (c) Lessee shall fail to perform or observe any other covenant or agreement to be performed or observed by it under this Lease, and such failure shall continue for ten (10) days after written notice

thereof by Lessor to Lessee; or (d) any representation, warranty, certification or statement made or furnished to Lessor herein or in any other document by or on behalf of Lessee or by any Guarantor proves to have been false in any material respect when made or furnished; or (e) Lessee or any Guarantor shall make an assignment for the benefit of creditors, or bankruptcy, arrangement, reorganization, liquidation, insolvency, receivership or dissolution proceedings shall be instituted by or against Lessee or any Guarantor, and if instituted against Lessee or any Guarantor, shall be consented to or be pending and not dismissed for a period of 30 days; or (f) the condition of Lessee's or any Guarantor's affairs shall change so, as in the reasonable opinion of Lessor, to impair Lessor's title to the Equipment or increase Lessor's credit risk; or (g) Lessee's ICOA with Carrier is terminated by Carrier or Lessee; or (h) any of Lessee's insurance coverages required under Schedule C ceases to be in effect.

13 REMEDIES OF LESSOR. Upon the occurrence of an Event of Default, Lessor, at its option, may exercise any one or more of the following remedies:

13(a). Terminate this Lease as to all or any item of the Equipment upon written notice to Lessee, without prejudice to any other remedies hereunder;

13(b). Declare the entire amount of unpaid Rent then accrued and thereafter payable for all Equipment then leased hereunder to be immediately due and payable, or declare the aggregate Lease balance of all Equipment then leased hereunder as of the Overall Lease Payment date coincident with or next preceding the date of the occurrence of such Event of Default to be immediately due and payable, whereupon Lessee shall become obligated to pay to Lessor forthwith, as liquidated damages (Lessor shall present Lessee an itemized statement of damages that the Lessor claims to be owed by the Lessee as the result of a default by the Lessee) for the loss of the bargain and not as a penalty, such unpaid Rent or such aggregate Lease balance, as the case may be;

13(c). Cause Lessee, at its expense, to promptly assemble the Equipment or any item thereof and return the same to Lessor at such place as Lessor may designate in writing;

13(d). Enter upon the premises where any item of Equipment is located, and, without notice to Lessee, and with or without process, take immediate possession of such item without liability to Lessor by reason of such entry or taking possession, and without such action constituting a termination of this Lease unless Lessor notifies Lessee in writing to such effect;

13(e). Sell, re-lease or otherwise dispose of all or any item of the Equipment in a public or private sale or lease transaction, and apply the proceeds of such sale or re-leasing, after first deducting all costs and expenses of such sale or re-leasing, to Lessee's obligations hereunder, with Lessee remaining liable for any deficiency and with any excess being retained by Lessor; and

13(f). Notwithstanding anything to the contrary in Section 13(b) of this Lease, Lessor may charge back Lessee, for deduction by Carrier from Lessee's settlement compensation and/or escrow fund under Lessee's ICOA with Carrier, only for all accrued and unpaid Overall Lease Payments owing for the Equipment for all periods commencing prior to the Event of Default and for those amounts Lessor actually spends, incurs (including, with respect to necessary repairs to the Equipment, an adjuster's itemized estimate, subject to partial refund or further assessment, respectively, if the total actual repair expenses amount to less than, or more than, the estimate), or owes to a third party before or within forty-five (45) days after termination of this Lease in (1) returning the Equipment to the good working order and condition it was in when leased, as measured by the Minimum Guidelines for Condition of Equipment set forth in Schedule B, excepting only reasonable wear and tear from normal use but including replacement of mattresses, overall cleaning of interior and exterior of the Equipment, detailing work and repairs of dents, scratches, and other deficiencies in order to return the Equipment to a commercially reasonable condition for resale; (2) in recovering instead the Stipulated Loss Value of the Equipment as of the date, next following the Event of Default, shown on the Stipulated Loss Value Schedule (in Schedule A hereto) if, in Lessor's commercially reasonable judgment, the damage to the Equipment is so extensive that repairing it would not be economically justified; (3) in replacing any equipment or accessories that are missing from the Equipment; (4) in selling or leasing the Equipment to a third party; (5) in returning the Equipment to the location where delivery was made, or such other closer location as Lessor may specify at the time; and (6) in securing possession of the Equipment if Lessee does not voluntarily return the Equipment (including reasonable attorneys' fees). To the extent NOT charging back Lessee for deduction from Lessee's settlement compensation and/or escrow fund under Lessee's ICOA with Carrier, Lessor has a right to recover, through all available legal means and without the limitations set forth in this Section 13(f), any additional amounts Lessee owes, or comes to owe, Lessor under Sections 13(b)-(e) or other provisions of this Lease.

14 FURTHER ASSURANCES. Lessee shall promptly execute and deliver to Lessor such further documents and assurances and take such further action as Lessor may from time to time reasonably request in order more effectively to carry out the purpose of this Lease and to protect the rights and remedies of Lessor hereunder, including without limitation, the execution and delivery of financing statements under the Uniform Commercial Code and appropriate consents and waivers from landlords and mortgagees. Lessee authorizes Lessor to sign and execute any and all necessary forms to protect Lessor's rights and remedies, including, but not limited to insurance claims, financing statements under the Uniform Commercial Code, and appropriate consents and waivers.

15 ASSIGNMENT. The provisions of this Lease shall be binding upon, and shall inure to the benefit of all of Lessor's assigns and successors, and any permitted successors and assigns of Lessee.

15(a). Without Lessor's prior written consent, Lessee shall not assign any of Lessee's rights hereunder or sublet or transfer any item of Equipment;

15(b). Lessor may, at any time, with or without notice to Lessee, sell, transfer, assign, mortgage and grant a security interest in this Lease, any Schedule, including any Schedule A-Individual Leasing Record, and the Equipment or any item of Equipment, in whole or in part, and in such event any such purchaser, transferee, assignee or secured party shall have and may exercise all of Lessor's rights hereunder, including the right to receive Overall Lease Payments, solely with respect to the item or items of Equipment (and Schedules, including Schedule A-Individual Leasing Records) to which such sale, transfer, assignment, mortgage and grant of security interest related. Any such sale, transfer, assignment, mortgage or security interest shall be subject to Lessee's rights and options, if any, hereunder so long as no Event of Default has occurred and is continuing hereunder. Any of Lessor's assigns may re-assign such rights and may mortgage and grant a security interest in any such items of Equipment. All obligations of Lessor to Lessee hereunder shall be enforceable against Lessor and Lessor's assigns except for any of Lessor's assigns who is a lender and/or secured party. Lessee agrees that upon written notice to Lessee of any such sale, transfer, assignment, mortgage, or security interest, Lessee shall accept and comply with the directions and demands of Lessor's assigns. THE RIGHTS OF ANY OF LESSOR'S ASSIGNS SHALL NOT BE SUBJECT TO ANY DEFENSE, COUNTERCLAIM, OR SETOFF, NOT ARISING FROM OR RELATED TO THIS LEASE, WHICH LESSEE MAY HAVE AGAINST LESSOR.

16 NOTICES. All notices and notifications required or permitted by this Lease shall be in writing (unless permitted elsewhere in this Lease to be oral) and shall be deemed to have been fully given (unless otherwise specified in this Lease) (a) upon delivery if delivered in person or by facsimile transmission; (b) on the next business day after being deposited with an overnight delivery company with the express charges prepaid; or (c) on the date indicated on the return receipt, or if there is no such receipt, on the third business day after being deposited in the United States Mail with first-class postage prepaid; in each event properly addressed to the other party at the address or fax number shown at the end of this Lease. Lessor and Lessee shall be under a continuing duty to provide a correct address and telephone number to the other party, and Lessor and Lessee (if the latter has a fax machine) to provide a correct fax number to the other. Notice of an address, telephone-number, or fax-number change shall be given in writing.

17 LATE CHARGES. If Lessee fails to pay any Rent or other sum under this Lease when the same becomes due, Lessee shall pay interest on such delinquent payment from the due date until paid (without regard to any grace period) at the lower of 1 1/2% per month or the maximum rate of interest permitted by law.

18 PURCHASE OF THE EQUIPMENT. IF LESSEE IS NOT IN DEFAULT, LESSEE MAY PURCHASE THE EQUIPMENT LEASED ON THE INDIVIDUAL LEASING RECORD AT THE EXPIRATION OF THE LEASE TERM FOR THE STIPULATED LOSS VALUE AT THE TIME, AS SHOWN ON SCHEDULE A. IN ADDITION, LESSEE MAY REQUEST TERMINATION OF THIS LEASE AT ANYTIME DURING THE LEASE TERM, AND, IF LESSOR, IN ITS SOLE DISCRETION, SHOULD GRANT SUCH REQUEST, SUCH TERMINATION SHALL BECOME EFFECTIVE ONLY ON PAYMENT OF THE STIPULATED LOSS VALUE AT THE TIME, AS SHOWN ON SCHEDULE A, PLUS ALL ACCRUED AND UNPAID OVERALL LEASE PAYMENTS OWING FOR THE EQUIPMENT FOR ALL PERIODS COMMENCING PRIOR TO SUCH TERMINATION. On the exercise of the foregoing Lessee option to purchase, Lessor shall execute and deliver to Lessee all documents necessary and proper to effect transfer of ownership of the Equipment to Lessee, free and clear of all encumbrances, security interests, and liens.

19 RETURN OF EQUIPMENT. Lessee shall return the Equipment to Lessor, at Lessee's expense, at the expiration or termination of this Lease in relation to the Equipment, to the location where delivery was made or to such other closer location as Lessor may specify at the time, in the same good working order and condition as when leased, as measured by the Minimum Guidelines for Condition of Equipment set forth in Schedule B, excepting only reasonable wear and tear from normal use, together with all license plates, registration certificates, or other documents, owned or in the name of Lessor or Carrier, relating to the Equipment. Until such time as the Equipment is fully delivered to the designated place, Weekly Rent shall continue to accrue at the then applicable rate.

20 MISCELLANEOUS. This Lease (including all Schedules, including Schedule A-Individual Leasing Records, and addendums executed by Lessee and Lessor), constitute the entire agreement between Lessor and Lessee with respect to the leasing of the Equipment and subject matter of this Lease and supersedes all prior understandings (whether written, verbal, or implied) with respect to the subject matter. The headings used in this Lease have no substantive effect and are used for convenience. References in this Lease to "he/she," him/her, and "his/hers" shall be read as "it" and "its," respectively, if Lessee is a corporation, limited liability company, partnership, or other entity, rather than a natural person. No term or provision of this Lease may be changed, waived, amended, discharged or terminated except by a written instrument executed by a duly authorized officer of the party against whom enforcement of the change, waiver, amendment, discharge or termination is sought, except that Lessor may insert the serial number of any item of Equipment on any Schedule A-Individual Leasing Record. No express or implied waiver by Lessor of an Event of Default hereunder, or of any other matter, shall in any way be construed to be a waiver of any future or subsequent Event of Default or other matter whether similar in kind or otherwise. If any provision of this Lease is contrary to applicable law, such provision shall be deemed ineffective without invalidating the other provisions hereof. If Lessee fails to perform any of its obligations under the Lease, Lessor may, but shall not be obligated to, perform the same without thereby waiving such default, and any amount paid or expense or liability incurred by Lessor in such performance shall be paid or reimbursed by Lessee upon Lessor's demand. Time is of the essence of this Lease.

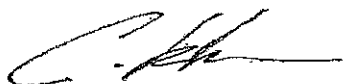
and all of its provisions. Original, faxed, or otherwise imaged signatures shall be equally valid.

21 GOVERNING LAW AND FORUM. This Lease shall in all respects be governed by and construed in accordance with the laws of the United States and the State of Arizona without regard to the choice-of-law rules of Arizona or any other State. THE PARTIES AGREE THAT ANY CLAIM OR DISPUTE ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, WHETHER UNDER FEDERAL, STATE, LOCAL, OR FOREIGN STATUTES, REGULATIONS, OR COMMON LAW (INCLUDING BUT NOT LIMITED TO 49 C.F.R. PART 376), SHALL BE BROUGHT EXCLUSIVELY IN THE STATE OR FEDERAL COURTS SERVING PHOENIX, ARIZONA. LESSOR AND LESSEE HEREBY CONSENT TO THE JURISDICTION OF SUCH COURTS.

22 COUNTERPARTS AND FACSIMILES. This Agreement may be executed in multiple counterparts and in any number of counterparts, each of which shall be deemed an original but all of which taken together shall constitute and be deemed to be one and the same instrument and each of which shall be considered and deemed an original for all purposes. This Agreement shall be effective with the facsimile signature of any of the parties set forth below and the facsimile signature shall be deemed as an original signature for all purposes and the Agreement shall be deemed as an original for all purposes.

Lessee and Lessor hereby execute this Lease on **REDACTED**

BY SIGNING BELOW, LESSEE ACKNOWLEDGES THAT VEHICLES SUITABLE FOR HIS/HER PROVISION OF SERVICES UNDER AN INDEPENDENT CONTRACTOR OPERATING AGREEMENT WITH SWIFT TRANSPORTATION CO., INC. ARE AVAILABLE FOR PURCHASE OR LEASE FROM NUMEROUS COMPANIES OTHER THAN LESSOR INTERSTATE EQUIPMENT LEASING, INC.; THAT LESSEE IS FREE TO LEASE A VEHICLE OBTAINED FROM ANOTHER SOURCE TO SUCH CARRIER; AND THAT LESSEE IS NOT REQUIRED TO SIGN THIS EQUIPMENT LEASE AS A CONDITION OF ENTERING INTO AN INDEPENDENT CONTRACTOR OPERATING AGREEMENT WITH SUCH CARRIER.



LESSOR: INTERSTATE EQUIPMENT LEASING, INC.
2200 South 75th Avenue
Phoenix, AZ 85043
Tel: 1-800-777-9936
Email: info@iel.com

REDACTED

Lessee: **REDACTED**

REDACTED, NY
REDACTED

Sign Here

This Lease has been assigned to one or more secured parties and the purchase or assignment of this lease would violate the rights of the secured parties.

SCHEDULE A - Individual Leasing Record No. 1

1 The undersigned Lessor and the undersigned Lessee hereby agree that the Equipment described below is hereby leased from Lessor to Lessee under the Equipment Lease between Lessor and Lessee dated as of REDACTED (the "Lease"):

Quantity	New/Used	Year Make Model	Vin	Cost
1	Used	REDACTED	REDACTED	\$62,527.90

Location of Equipment: 2200 S.75th Avenue, Phoenix, Maricopa, Arizona 85043

2 Lease Term: 42 weeks commencing on 2/20/2009 and ending on 12/11/2009 or when balance due has been paid. Provided however, that the Lease Term may be extended pursuant to the provisions of paragraph 2(a) of the Lease.

3 Rent: Rent for the Equipment shall consist of Initial Rent of \$0.00, which shall be paid in cash by Lessee to Lessor upon signing, plus Periodic Rent of \$616.00 per week for the first 27 weeks, payable on the first day of each week in arrears, commencing on 2/20/2009 and thereafter shall be of \$516.00 per week, payable on the first day of each consecutive week for the remainder of the Lease term. The total amount of Rent payments is \$24,372.00.

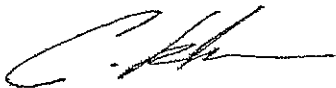
4 Acceptance by Lessee: The undersigned Lessee hereby acknowledges that the Equipment described above (i) was selected by Lessee; (ii) has been delivered to, and inspected by, Lessee (iii) is of a size, design, capacity and manufacture acceptable to Lessee and suitable for Lessee's purposes; (iv) is in good working order, repair and condition, including meeting the Minimum Guidelines for Condition of Equipment set forth in Schedule B; (v) in all respects is satisfactory to Lessee; and (vi) is accepted "as is" by Lessee for all purposes under the Lease. The Equipment is correctly described in this Lease, and Lessor is authorized to insert serial numbers on the Lease.

This Lease has been assigned to one or more secured parties and the purchase or assignment of this lease would violate the rights of the secured parties.

5. Stipulated Loss Value Schedule. The parties to this Lease agree that the Stipulated Loss Value of the Equipment is the amount shown below for each date, adjusted for condition, mileage, bulk discounts, or other factors relevant to this unit of Equipment and Lessor's cost of capital at the start of the Lease.

<u>Date</u>	<u>SLV</u>	<u>Date</u>	<u>SLV</u>	<u>Date</u>	<u>SLV</u>	<u>Date</u>	<u>SLV</u>
02/20/09	\$ 67,888.00						
02/27/09	\$ 67,272.00						
03/06/09	\$ 66,656.00						
03/13/09	\$ 66,040.00						
03/20/09	\$ 65,424.00						
03/27/09	\$ 64,808.00						
04/03/09	\$ 64,192.00						
04/10/09	\$ 63,576.00						
04/17/09	\$ 62,960.00						
04/24/09	\$ 62,344.00						
05/01/09	\$ 61,728.00						
05/08/09	\$ 61,112.00						
05/15/09	\$ 60,496.00						
05/22/09	\$ 59,880.00						
05/29/09	\$ 59,264.00						
06/05/09	\$ 58,648.00						
06/12/09	\$ 58,032.00						
06/19/09	\$ 57,416.00						
06/26/09	\$ 56,800.00						
07/03/09	\$ 56,184.00						
07/10/09	\$ 55,568.00						
07/17/09	\$ 54,952.00						
07/24/09	\$ 54,336.00						
07/31/09	\$ 53,720.00						
08/07/09	\$ 53,104.00						
08/14/09	\$ 52,488.00						
08/21/09	\$ 51,872.00						
08/28/09	\$ 51,256.00						
09/04/09	\$ 50,640.00						
09/11/09	\$ 50,024.00						
09/18/09	\$ 49,408.00						
09/25/09	\$ 48,792.00						
10/02/09	\$ 48,176.00						
10/09/09	\$ 47,560.00						
10/16/09	\$ 46,944.00						
10/23/09	\$ 46,328.00						
10/30/09	\$ 45,712.00						
11/06/09	\$ 45,096.00						
11/13/09	\$ 44,480.00						
11/20/09	\$ 43,864.00						
11/27/09	\$ 43,248.00						
12/04/09	\$ 42,632.00						

This SCHEDULE A - Individual Leasing Record No. 1, which completely replaces and supersedes any earlier schedule, addendum, or other provision of this Lease relating to the same subjects, is agreed to by the undersigned parties as of the start of the Term of this Lease, set forth above.



LESSOR: INTERSTATE EQUIPMENT LEASING, INC.

Date: REDACTED

REDACTED

Sign Here

LESSEE: REDACTED

Date:

This Lease has been assigned to one or more secured parties and the purchase or assignment of this lease would violate the rights of the secured parties.

AUTHORIZATION AND ASSIGNMENT

Quantity	New/Used	Year Make Model	Vin
1	Used	REDACTED	REDACTED

With respect to the commercial motor vehicle equipment identified above (the "Equipment"), the undersigned Lessee and the undersigned Carrier agree, as an addendum to Lessee's Independent Contractor Operating Agreement ("ICOA") with Carrier, that Carrier shall:

- 1 At or before the signing of a Lessor-Carrier Agreement with Interstate Equipment Leasing, Inc. ("IEL" or "Lessor"), from whom Lessee is leasing the Equipment pursuant to an IEL, Inc. Equipment Lease entered into on 1/28/2009 ("Lease"), provide IEL with a copy of Lessee's ICOA, as fully signed by Lessee and Carrier;
- 2 Pay IEL the Weekly Rent, Excess Mileage Charge (if any), and all other charge-back items Lessee owes Lessor under the Lease as specified on page 1 and in Schedules A, C, and D of the Lease (together "Overall Lease Payment") in varying amounts communicated by Lessor to Carrier each week, and to deduct these amounts from Lessee's next weekly settlement under Lessee's ICOA with Carrier. The weekly deductions for Overall Lease Payments shall begin on 2/20/2009 and be taken every week on Friday thereafter for 42 consecutive weekly periods or until the balance due has been paid to IEL;
- 3 Carrier shall electronically deliver all Overall Lease Payments to Lessor within two business days of each Overall Lease Payment Date;
- 4 Furnish IEL, by the 10th day of each calendar month, the total miles, loaded or empty, dispatched by Carrier to Lessee for operation by the Equipment;
- 5 If Lessee's ICOA with Carrier expires or is terminated for any reason, use all final settlement compensation, escrow fund moneys, or other amounts due Lessee under the ICOA, after deducting amounts due Carrier, to pay IEL any Overall Lease Payment amounts still owed by Lessee to IEL, except as provided in Section 13(f) of the Lease, and only thereafter to pay the balance to Lessee; and
- 6 At such time as Lessee's ICOA with Carrier expires or is terminated, immediately notify IEL of the expiration or termination.

Executed on

REDACTED



CARRIER: Swift Transportation
Swift Transportation
2200 S. 75th Ave
Phoenix, AZ 85043
1-800-800-2200

REDACTED

LESSEE: REDACTED

REDACTED, NY

REDACTED

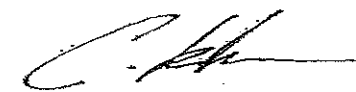
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SCHEDULE B

MINIMUM GUIDELINES FOR CONDITION OF EQUIPMENT

- 1 **TIRES:** Shall have a minimum of ten thirty-seconds ($10/32$) of an inch tread on all tires, shall have sound re-cappable casings, shall be matched in tread pattern (all grip tread or regular tread) across the axle, and shall be the same size. Wear beyond $10/32$ of an inch will be charged on a pro-rated basis. Tires may be any brand, new or re-cappable, but with at least $10/32$ of an inch of tread remaining.
- 2 **BODY:** Shall have no dented or punctured panels (including fuel tanks) and no other damage that costs more than five hundred dollars (\$500) to repair.
- 3 **INTERIORS:** Shall be clean, shall have original radio and other original equipment to be in place. Gauges and all other operative parts and accessories shall be in working order.
- 4 **ENGINES:** Shall be mechanically sound with no cracked heads or blocks. Transmission and differentials shall have no seal leakage (including wheel seals - steer and drive axles), shall meet specifications as defined by the original equipment manufacturer.
- 5 **DRIVE TRAIN COMPONENTS:** Shall perform to eighty percent (80%) of rated horsepower and not have any oil leaks.
- 6 **GLASS:** Windshield shall not be pitted, chipped or cracked that would fail DOT inspection. Windows and mirrors shall not be broken or cracked and all windows operating mechanisms will be operable.
- 7 **ELECTRICAL:** Batteries, starters, alternators, etc. shall be operable. Lights and wiring shall be operable with no broken sealed beams, lenses, etc. Heaters and air conditioning systems shall be operable.
- 8 **FACTORY EQUIPMENT & IN SERVICE EQUIPMENT:** Factory installed equipment and any equipment installed in unit prior to lease shall be intact and operable. Includes fifth wheel, mudflaps, airfoils, safety equipment, chain boxes, etc.
- 9 **CHROME & BRIGHT METAL TRIM:** Bumpers, grab handles, wheel hub caps, grills, etc. originally on unit at time of lease shall be free from major damage.
- 10 **BRAKES:** Shoes shall have a ($10/32$ front and $14/32$ rear) wear left. Wear beyond that point shall be charged on a prorated basis.
- 11 **DOT STANDARDS:** Shall meet all safety and inspection standards set by the U.S. Department of Transportation ("DOT") and shall pass a complete DOT inspection.

This SCHEDULE B, which completely replaces and supersedes any earlier schedule, addendum, or other provision of this Lease relating to the same subjects, is agreed to by the undersigned parties as of the start of the Term of this Lease, set forth in Schedule A of the Lease.



LESSOR: INTERSTATE EQUIPMENT LEASING, INC.

Date: REDACTED

A
[REDACTED]

LESSEE

Date: REDACTED

Sign Here

SCHEDULE C

INSURANCE

1 LESSEE'S INSURANCE OBLIGATIONS. Lessee shall maintain, at Lessee's sole expense, the following minimum insurance coverages during this Lease:

- 1(a). **Non-Trucking (or Bobtail) Liability Insurance.** Lessee shall procure, carry, and maintain public liability and property damage insurance which shall provide coverage to Lessee whenever the Equipment is not being operated on behalf of Lessor in a combined single limit of not less than one million dollars (\$1,000,000), with a deductible no greater than one thousand dollars (\$1,000), for injury or death to any person or for damages to property in any one occurrence. Such coverage shall be no less comprehensive than the coverage Lessor will facilitate on Lessee's behalf if Lessee so chooses, as provided in Section 4 of this Schedule C. In addition, such coverage shall be primary to any other insurance that may be available from Lessor. Lessee shall be responsible for all deductible amounts and for any loss or damage in excess of the policy limit;
- 1(b). **Physical Damage Insurance.** Lessee shall procure, carry, and maintain physical damage insurance that will provide coverage to Lessee at all times in a combined single limit of the Stipulated Loss Value of the Equipment as shown in Schedule A for the next date after the occurrence or as defined in the policy, whichever is less, for physical loss or damage to the Equipment (including theft and collision for Equipment consisting of motor vehicles) in any one occurrence. Such coverage shall be no less comprehensive than the coverage Lessor will facilitate on Lessee's behalf if Lessee so chooses, as provided in Section 4 of this Schedule C. In addition, such coverage shall be primary to any other insurance that may be available from Lessor. Lessee shall be responsible for all deductible amounts (which shall not exceed one thousand five hundred dollars (\$1,500) per occurrence) and for any loss or damage in excess of the policy limit.
- 1(c). **Other Insurance.** In addition to the insurance coverages required under Sections 1(a)-(b) above, it is solely Lessee's responsibility to procure, carry, and maintain any other insurance coverage that Lessee may desire for the Equipment or for Lessee's health care or other needs. As provided in Section 8 of this Lease, Lessee holds Lessor harmless with respect to loss of or damage to Lessee's Equipment, trailer, or other property, and Lessor has no responsibility to procure, carry, or maintain any insurance covering loss of or damage to Lessee's Equipment, trailer, or other property. Lessee acknowledges that Lessor may, and Lessee hereby authorizes Lessor to, waive and reject no-fault, uninsured, and underinsured motorist coverage from Lessor's insurance policies to the extent allowed under Arizona law (or such other state law exercising jurisdiction), and Lessee shall cooperate in the completion of all necessary documentation for such waiver, election, or rejection.

2 REQUIREMENTS APPLICABLE TO ALL OF LESSEE'S INSURANCE COVERAGES. Lessee shall procure insurance policies providing the above-described coverages solely from insurance carriers that are rated at least "A-" by A.M. Best (or of equivalent financial strength in the commercially-reasonable judgment of Lessor), and Lessee shall not operate the Equipment under this Lease unless and until Lessor has determined that the policies are acceptable (Lessor's approval shall not be unreasonably withheld). Lessee shall furnish to Lessor written certificates obtained from Lessee's insurance carriers showing that all insurance coverages required above have been procured from insurance carriers that are rated at least "A-" by A.M. Best (or of equivalent financial strength in the commercially-reasonable judgment of Lessor), that the coverages are being properly maintained, and that the premiums thereof are paid. Each insurance certificate shall specify the name of the insurance carrier, the policy number, and the expiration date; list Lessor as an additional insured with primary coverage; and show that written notice of cancellation or modification of the policy shall be given to Lessor at least thirty (30) days prior to such cancellation or modification.

3 LESSEE'S LIABILITY IF REQUIRED COVERAGES ARE NOT MAINTAINED. In addition to Lessee's hold harmless/indemnity obligations to Lessor under Section 8 of this Lease, Lessee agrees to defend, indemnify, and hold Lessor harmless from any direct, indirect, or consequential loss, damage, fine, expense, including reasonable attorney fees, actions, claim for injury to persons, including death, and damage to property that Lessor may incur arising out of or in connection with Lessee's failure to maintain the insurance coverages required by this Lease. In addition, Lessee, on behalf of Lessee's insurer, expressly waives all subrogation rights against Lessor, and, in the event of a subrogation action brought by Lessee's insurer, Lessee agrees to defend, indemnify, and hold Lessor harmless from such claim.

4 INSURANCE FACILITATED BY LESSOR.

- 4(a). If Lessee fails to provide proper evidence of the purchase or maintenance of the insurance required above, then Lessor is authorized but not required to obtain such insurance at Lessee's expense and deduct, from Lessee's settlement compensation, amounts reflecting all of Lessor's expense in obtaining and administering such coverage, as shall be specified in a Certificate of Insurance and a revised Schedule D to be issued at the time.
- 4(b). Lessee recognizes that Lessor is not in the business of selling insurance, and any insurance coverage requested by Lessee from Lessor is subject to all of the terms, conditions, and exclusions of the actual policy issued by the insurance underwriter.

4(c). Lessor shall ensure that Lessee is provided with a certificate of insurance (as required by 49 C.F.R. § 376.12(f)(2)) for each insurance policy under which Lessor facilitates insurance coverage from the insurance underwriter (each such certificate to include the name of the insurer, the policy number, the effective dates of the policy, the amounts and types of coverage, the cost to Lessee for each type of coverage, and the deductible amount for each type of coverage for which Lessee may be liable), and Lessor shall provide Lessee with a copy of each policy upon request.

This SCHEDULE C, which completely replaces and supersedes any earlier schedule, addendum, or other provisions of the Lease relating to the same subjects, is agreed to by the undersigned parties and shall be effective at the start of the Lease term, set forth in Schedule A.



LESSOR: INTERSTATE EQUIPMENT LEASING, INC.

Date: REDACTED

REDACTED

LESSEE: REDACTED

Date: REDACTED

Sign Here

SCHEDULE D

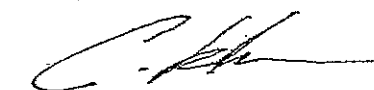
CHARGE-BACKS AND OTHER DEDUCTIONS

1 LIST OF CHARGE-BACKS AND OTHER DEDUCTIONS. Lessee agrees to authorize and direct Carrier to charge back or deduct the following items from Lessee's settlement compensation or, if Lessee's compensation at the next settlement is insufficient to cover the items, to deduct them from Lessee's escrow fund under the ICOA, and in both situations to remit the amounts electronically to Lessor weekly. Where no dollar figure is listed in the table below, the deductions will vary in amount and will be computed as indicated in the column headed "Amount, or Method of Computation, of Deduction." Except as otherwise indicated in that column, (a) Lessor shall charge Lessee no separate administrative ("admin.") fee or markup and (b) Lessor shall credit Lessee with all rebates, discounts, credits, or refunds that correspond to particular charge-backs or deductions and that Lessor receives while this Lease is in effect or, in the case of taxes and fees, even after this Lease is terminated.

CHARGE-BACK OR DEDUCTION ITEM	AMOUNT, OR METHOD OF COMPUTATION OF DEDUCTION
Changes, alterations, improvements in the Equipment required by law, approved by Lessor, or removed at Lessee's expense because not approved by Lessor	Amount Lessor paid or otherwise incurred
Claims, losses, damages, or expenses (including reasonable attorneys' fees) under Lease § 8 (Indemnification)	Amount Lessor paid or otherwise incurred
Equipment Purchase	See Lease § 18
Equipment Rent	See Lease § 2(b) and Schedule A. Rent payments include administrative-cost reimbursements and markups benefiting Lessor
Federal Heavy Vehicle Use Tax	\$15.00 per week (the \$550 annual tax divided by 52 weeks)
Late Charges on amount of Equipment Rent and other charges due under Lease	See Lease § 17
Loan payments if Lessee elects to obtain a loan from Lessor	See Loan Addendum
Licenses, permits, taxes, other operating expenses, related levies, fines, penalties, liens, and encumbrances pursuant to Lease § 6(b)	Amount Lessor paid or otherwise incurred
Pet damage	Amount Lessor paid outside vendor or otherwise incurred for repairs to, or refurbishment of, Equipment relating to damage caused by Lessee's allowing pets or other animals in the Equipment. If done at a facility owned or operated by Lessor, Carrier, or one of their respective affiliates, the amount Lessor, Carrier, or the affiliate incurred, plus markups resulting in prices or rates (which will be posted or otherwise provided to Lessee upon request at the time an order is placed) competitive with third-party vendors in the relevant market(s)
Termination-related expenses and losses under Lease § 13, including Equipment Rent and other amounts due under this Lease; expenses and losses in returning the Equipment to its condition when leased, in replacing any missing equipment or accessories, in selling or leasing the Equipment to a third party, in returning the Equipment to Lessor's facility, and in securing possession of the Equipment; and reasonable attorneys' fees.	Amount Lessor paid or otherwise incurred. With respect to any necessary repairs to or refurbishment of the Equipment: if done at a facility owned or operated by Lessor or an affiliate of Lessor, the amount Lessor or the affiliate incurred, plus markups resulting in prices or rates (which will be posted or otherwise provided to Lessee upon request at the time an order is placed) competitive with third-party vendors in the relevant market(s)

2 INFORMATION REGARDING DEDUCTIONS. Lessor shall provide Lessee with a written explanation and itemization of any deductions for cargo or property damage before making them. With respect to all charge-backs and deductions, Lessor shall make available to Lessee, upon request, copies of those documents that are necessary to determine the validity of the charge-back or deduction.

This SCHEDULE D, which completely replaces and supersedes any earlier schedule, addendum, or other provisions of the Lease relating to the same subjects, is agreed to by the undersigned parties and shall be effective at the start of the Lease term, set forth in Schedule A.



LESSOR: INTERSTATE EQUIPMENT LEASING, INC.

Date: REDACTED

REDACTED

LESSEE: REDACTED

Date: REDACTED

Sign Here

SCHEDULE E

PREVENTIVE MAINTENANCE SCHEDULE

SCHEDULE 1: Perform Every 15,000 Miles	SCHEDULE 2: Perform Every 30,000 Miles	SCHEDULE 3: Perform Every 90,000 Miles
Lubricate & inspect chassis	Change oil & filters	Check king pins & tie rods
Check all lube levels	Change fuel filters	Check front wheel bearings
Inspect & inflate tires	Check air filter indicator Check batteries	Change power steering filter & fluid
Check safety equipment	Inspect belts tension & condition	Check drivers equipment air dryer cartridge
Drain air tanks	Inspect air lines for rubbing & trailer lines	
Check lights	Inspect tires & check for loose or cracked wheels	Plus: Perform complete Schedules 1 & 2
Check oil in front hubs	Inspect for air leaks (pressure loss) Test anti-freeze to -40°	Perform air compressor performance test per DOT guidelines.
Adjust steering axle & drive axle, brakes & check lining thickness	Check clutch free travel and clutch brake squeeze	
	Check suspension	
	Check & record Nalcol level ppm	SCHEDULE 4: Perform Every 350,000 Miles
	Change coolant filter Check annual inspection	Adjust valves Grease U-joints
	Inspect fan hub	Change gear oil
	Plus: Perform complete Schedule 1	Plus: Perform complete Schedules 1, 2 & 3

This SCHEDULE E, which completely replaces and supersedes any earlier schedule, addendum, or other provisions of the Lease relating to the same subjects, is agreed to by the undersigned parties and shall be effective at the start of the Lease term, set forth in Schedule A.

LESSOR: INTERSTATE EQUIPMENT LEASING, INC.

Date: REDACTED

REDACTED

LESSEE: REDACTED

Date: REDACTED

Sign Here

LESSEE ACKNOWLEDGMENT

Lessor Name: Interstate Equipment Leasing, Inc.

Lessee Name: REDACTED

Date of Lease: REDACTED

Year Make ModelSerial Number

Equipment

Description:

REDACTED

REDACTED

Lessor acknowledges that the vehicle(s) leased hereunder are subject to a first rank security interest in favor of PACCAR Financial Corp., P.O. Box 1518, Bellevue, Washington ("Secured Party") and that Lessor as further security is hereby assigning its right to receive rental and other payments due Lessor under this lease to Secured Party. This lease is fully subordinated to such security interests. The parties agree that this lease shall not be amended without the consent of Secured Party, and upon notice from Secured Party. Lessee will make all payments due Lessor under this lease to Secured Party provided, however, that Secured Party shall not be obligated to perform any obligations imposed on Lessor by this lease.

LESSEE: REDACTED

REDACTED

Sign Here

Authorized Signature: /

Date: REDACTED

CONTRACTOR AGREEMENT

Date **REDACTED**
 Truck No: **REDACTED**

Parties:

1. SWIFT TRANSPORTATION CO., INC., an Arizona corporation, hereinafter referred to as the "COMPANY."

2. Name: J

Address:

REDACTED

Social Security or Tax Identification number **REDACTED**

an Independent Contractor, hereinafter referred to as "CONTRACTOR."

Recitals:

- A. COMPANY is a motor carrier, engaged in the interstate transportation of freight.
- B. CONTRACTOR is engaged in the business of transporting freight by motor vehicle pursuant to contracts with motor carriers or shippers.
- C. COMPANY desires to enter into an agreement with the CONTRACTOR for the transportation of certain freight provided to CONTRACTOR by COMPANY from time to time.

Agreement:

The parties mutually agree as follows:

1. Transportation of Freight. The CONTRACTOR hereby agrees to furnish to COMPANY the equipment which is more particularly described in Schedule A and incorporated herein by this reference (the "Equipment"), and the labor necessary to perform all work necessary for the transportation of the freight furnished by the COMPANY to the CONTRACTOR from time to time. COMPANY agrees to exercise every reasonable effort to furnish to the CONTRACTOR for transportation, as much freight as is reasonably possible during the period of this Agreement. This shall not be construed as an agreement by the COMPANY to furnish any specific tonnage of freight for transportation by the CONTRACTOR at any particular time, or at any particular place nor shall this to be construed as an agreement that the CONTRACTOR must accept every load tendered by the COMPANY.
2. Compensation.
 - A. COMPANY shall provide COMPANY'S pre-numbered trip record issued to CONTRACTOR or his/her driver for each trip. CONTRACTOR'S compensation under this Agreement shall be determined as set forth in the compensation schedule attached hereto as Schedule D and incorporated herein.
 - B. Under this Agreement, where any compensation, rebate or reimbursement is on a per mile basis, such mileage shall be determined by loaded dispatched miles under the Rand McNally Household Movers' Guide, unless otherwise stated.
 - C. CONTRACTOR and COMPANY agree that any changes in compensation to be paid under this Agreement can only be authorized by the Vice President of the Owner-Operator Division. Increases in the compensation under this Agreement may be incorporated into this Agreement without the need of a signed addendum, except that any increases shall only be effective if made in writing by the Vice President of the Owner-Operator Division. Any decreases in the compensation under this Agreement or other changes to this Agreement may be made upon 30 (thirty) days prior written notice from the Vice President of the Owner-Operator Division. Such changes shall be executed by the parties via the Qualcomm system, addendum letter sent by United States mail or email. COMPANY may obtain an electronic signature from the CONTRACTOR via the Qualcomm by the CONTRACTOR providing the last four digits of his/her social security number or via facsimile transmission.
 - D. CONTRACTOR may be eligible, in COMPANY'S sole discretion, to participate in the COMPANY'S Driver Mentor Program. CONTRACTOR will pay COMPANY \$0.05 per loaded dispatched mile during the period of time the COMPANY'S driver trainee is assigned to the CONTRACTOR'S truck. The COMPANY'S driver trainee shall remain a COMPANY employee during the period of time he/she is assigned to the CONTRACTOR'S truck. Any driver trainee shall be considered a loaned employee or borrowed servant under applicable law.

A separate Mentor Agreement must be executed by the CONTRACTOR in order for a COMPANY driver trainee to be assigned to CONTRACTOR'S truck for training.

3. Required Documentation, Compensation. Upon completion of each trip made by CONTRACTOR under this Agreement, CONTRACTOR shall submit to COMPANY, by mail or hand delivery, all appropriate documents reflecting the full performance of such trip, including, but not limited to, all daily logs required by United States Department of Transportation ("DOT") regulations, safety inspections as required by state and federal laws, and documentation required for the COMPANY to bill and secure payment from the shipper. The COMPANY may also require CONTRACTOR to submit trip envelopes, as required by the state taxing authorities, delivery receipts, bills of lading, and such other evidence of proper delivery to the extent required to secure payment from shipper. COMPANY shall pay CONTRACTOR within fifteen (15) calendar days of COMPANY'S receipt of all daily logs required by the DOT and any other documents necessary to secure payment from the shipper.
4. Company Furnished Products, Equipment or Services. The CONTRACTOR is not required to purchase or rent any products, equipment or services from the COMPANY. In the event that CONTRACTOR elects to purchase or rent products, equipment or services from the COMPANY, CONTRACTOR agrees that the COMPANY may deduct amounts due for such products, equipment or services from the compensation due the CONTRACTOR or from CONTRACTOR'S Board. CONTRACTOR and COMPANY agree such amounts will include the cost of such products, equipment or services to COMPANY and may include amounts to cover COMPANY'S direct and indirect administrative costs of securing, offering and maintaining such products, equipment or services, plus an additional amount to provide a return to COMPANY in exchange for undertaking the risk of securing, offering and maintaining such products, equipment or services. Upon request by CONTRACTOR, COMPANY will afford copies of documents that are necessary to determine the validity of items charged to CONTRACTOR. COMPANY may retain all or any portion of any vendor or supplier rebates or discounts on any items purchased through COMPANY.
5. Control of Equipment
- A. The parties acknowledge that CONTRACTOR will be operating under the operating authority granted to COMPANY by the Department of Transportation or its affiliated agencies (collectively "DOT"). While CONTRACTOR is operating under COMPANY'S operating authority, CONTRACTOR may not haul goods for any third party. While operating the Equipment under COMPANY'S authority, CONTRACTOR must comply with all rules and regulations of the DOT and applicable state laws, and CONTRACTOR agrees not to exceed a speed of sixty-eight (68) miles per hour or any applicable lower speed limit. While operating under COMPANY'S authority, COMPANY shall have exclusive possession, control and use of the equipment during the term of this Agreement.
- B. CONTRACTOR may provide services to another carrier during the term of this Agreement, provided, however, that at such times, CONTRACTOR agrees that it will remove from the Equipment any and all identification devices, licenses and base plates pertaining to COMPANY and will return them to COMPANY. CONTRACTOR agrees to indemnify, defend and hold COMPANY harmless from any liability arising from contracting or providing services to another carrier or company. CONTRACTOR agrees that hauling for any other party will not be performed while using COMPANY'S resources, equipment, name or authorities.
- C. CONTRACTOR acknowledges that COMPANY may be liable to shippers, pursuant to certain provisions of the federal laws governing motor carriers. If CONTRACTOR fails to properly and timely deliver any shipment of freight, CONTRACTOR agrees that in the event COMPANY determines, in its sole discretion, that CONTRACTOR has failed to deliver any goods consigned to COMPANY for delivery by a shipper, CONTRACTOR agrees that COMPANY shall have the right to temporarily take possession of the Equipment and complete the transportation of such freight and CONTRACTOR hereby waives any recourse against COMPANY for such action and agrees to reimburse COMPANY for any costs and expenses incurred by COMPANY in order to complete the shipment. CONTRACTOR further agrees to indemnify, defend and hold COMPANY harmless from any liability to a shipper, arising out of CONTRACTOR'S failure to properly and timely deliver freight consigned to it for delivery by COMPANY. In the event that COMPANY is required to take possession of the Equipment in order to complete the delivery of a shipment, the Equipment shall be returned to CONTRACTOR upon completion of such shipment at one of COMPANY'S terminals.

- D. CONTRACTOR shall be required to equip his tractor with a Qualcomm Communications system that is compatible with COMPANY's equipment prior to transporting cargo pursuant to this Agreement. CONTRACTOR, at its option, may obtain a Qualcomm Communications system through the COMPANY at such costs and terms as COMPANY may make available from time to time, or CONTRACTOR may acquire the Qualcomm Communications system from any third party. If CONTRACTOR obtains a Qualcomm Communications system through the COMPANY, CONTRACTOR shall enter into an agreement with COMPANY, which agreement is hereby incorporated herein by this reference. In addition, CONTRACTOR agrees to permit COMPANY to deduct payments for the Qualcomm Communications system and service from CONTRACTOR'S weekly settlements. If CONTRACTOR obtains a Qualcomm Communications system elsewhere or if CONTRACTOR already owns a Qualcomm Communications system, CONTRACTOR agrees to pay \$15.00 toward the Qualcomm monthly usage fee, plus any excess message or character charges. If CONTRACTOR obtains a Qualcomm Communication system from COMPANY, the weekly charge shall be that amount identified on Schedule B.
6. Bond. The CONTRACTOR shall deposit with the COMPANY a bond, in cash, in the amount of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) for each tractor or trailer covered by this Agreement to guarantee performance pursuant to this Agreement. COMPANY agrees to pay CONTRACTOR interest on the bond as follows:
- A. Interest shall accrue from the date the COMPANY receives the bond at a rate equal to the average yield on 91-day, 13-week Treasury Bills as established in the weekly auction by the U.S. Treasury Department (the "Short-term Treasury Bill Yield") and such interest rate shall change on the first day of each calendar quarter according to the changes in the Short-term Treasury Bill Yield.
- B. Interest shall be paid in arrears and all accrued interest shall be paid within 30 days after the end of each calendar quarter.
- C. The principal amount on which interest shall be accrued shall be the amount of the bond.
- D. Unless otherwise specified in this Agreement, all interest paid to CONTRACTOR under this paragraph shall be paid into and maintained in the bond (even if the bond exceeds \$1,500).

All or any portion of the bond may be applied by COMPANY to satisfy any advance or other indebtedness of CONTRACTOR to COMPANY incurred by the CONTRACTOR in connection with the performance of this Agreement, including those items identified in Sections 4, 5, 7, 8, 10, 11, 12, 13, 14, 15 and 16 and Schedule B. COMPANY may require CONTRACTOR to replenish the bond so that it equals \$1,500.00 for each tractor or trailer set forth in Schedule A at all times. COMPANY will provide an accounting of all deductions and additions to the bond on CONTRACTOR'S weekly settlement statements. COMPANY will provide CONTRACTOR an accounting of the bond at any reasonable time requested by CONTRACTOR.

Upon termination of this Agreement, COMPANY will return the bond to CONTRACTOR after CONTRACTOR returns all COMPANY identification devices from the equipment, all plates and permits, and properly completed logs and document necessary for the COMPANY to bill and secure payment for trips made under this Agreement. The bond, less any appropriate deductions, including any deductions for advances made under Section 4, 5, 7, 8, 10, 11, 12, 13, 14, 15 and 16 and Schedule B, shall be returned to the CONTRACTOR by the COMPANY within forty-five (45) days after termination of this Agreement.

7. CONTRACTOR'S Employees.

- A. CONTRACTOR, may, from time to time, employ, at its own expense, third parties such as drivers, driver helpers, and laborers to carry out CONTRACTOR'S obligations under this Agreement. Prior to transporting cargo under this Agreement, CONTRACTOR agrees to maintain Occupational Accident/Hazard Insurance on CONTRACTOR with limits of at least the following:

Accidental Death Benefit Principal Sum	\$250,000.00
Accidental Dismemberment Benefit Principal Sum	\$250,000.00
Accidental Medical Expenses Benefit	\$1,000,000.00
Accidental Total Disability Weekly Benefit	\$500.00/week
Subject to 70% of weekly earnings, 7-day waiting period (per occurrence) and 104-week maximum payment period.	
Accidental Continuous Total Disability Weekly Benefit	\$500.00/week
Subject to 70% of weekly earnings, 7 day waiting period (per occurrence) and maximum payment period to age 70 after Accidental Total Disability benefits and subject to Social Security Disability award.	
Minimum Per Occurrence Combined Single Limit Per Person	\$1,000,000.00

and Workers' Compensation Insurance on CONTRACTOR'S employees per state statute.

CONTRACTOR shall furnish to COMPANY evidence that such CONTRACTOR and employees are covered under Occupational Accident/Hazard Insurance or Workers' Compensation Insurance, whichever is applicable. CONTRACTOR agrees to safely and legally transport COMPANY'S cargo. CONTRACTOR shall be required to insure that all of its drivers are properly licensed and meet all DOT requirements, as well as the requirements of all applicable state department of transportation requirements, rules and regulations, and any rules, policies or protocols of COMPANY.

- B. CONTRACTOR agrees that neither CONTRACTOR nor its employees are entitled to Workers' Compensation benefits from COMPANY. Furthermore, CONTRACTOR and COMPANY agree that the terms of this Agreement fulfill the requirements of Arizona Revised Statutes (A.R.S.) § 23-902(d), and therefore, create a presumption of an Independent Contractor relationship between the parties to this Agreement for purposes of A.R.S. 23-902.
- C. The COMPANY reserves the right to ensure that all of CONTRACTOR'S employees meet all applicable state and federal requirements. Any expenses incurred by COMPANY to ensure that CONTRACTOR'S employees are qualified may be charged to CONTRACTOR by COMPANY.
- D. During the term of this Agreement and while CONTRACTOR is operating the Equipment under the COMPANY'S operating authority, the COMPANY shall have authority to bar any of CONTRACTOR'S employees, which it deems unqualified, from operating the Equipment.
- E. CONTRACTOR shall be solely responsible for the payment of its employees' wages and expenses as well as for the payment of all payroll taxes for such employees. CONTRACTOR agrees to indemnify, defend and hold COMPANY harmless from any liability arising from injuries to CONTRACTOR'S employees, including, but not limited to rights of such employees under the workers' compensation laws. CONTRACTOR further agrees to indemnify and hold COMPANY harmless for any liability assessed against COMPANY for Federal Insurance Contributions Act taxes, unemployment, payroll or any other taxes, insurance or penalties assessed against COMPANY relating to CONTRACTOR'S employees.
- F. CONTRACTOR, at its option, may obtain Occupational Accident/Hazard Insurance and/or Workers' Compensation Insurance from the COMPANY at such cost, terms and coverage, as COMPANY may make available from time to time. If CONTRACTOR elects to purchase such insurance through the COMPANY, the COMPANY will furnish CONTRACTOR a certificate of insurance for each policy purchased. Upon CONTRACTOR'S request, COMPANY will provide a copy of any policy purchased by CONTRACTOR through COMPANY.

B. Insurance and Liability for Damages.

- A. COMPANY, at its own expense, will provide for cargo insurance or self-insurance on the COMPANY'S cargo carried by the CONTRACTOR. Notwithstanding the above, CONTRACTOR shall be liable for any claim made against COMPANY by any third party for pilferage, theft, spoilage, shortage or other damage to the cargo transported by CONTRACTOR. COMPANY will provide CONTRACTOR a written itemization of any deductions for cargo or property damage prior to any deductions from CONTRACTOR'S compensation. CONTRACTOR shall be liable for the entire amount of any cargo claim, however, in the event such claim shall arise from any accident, including upset or collision, involving a COMPANY trailer used by CONTRACTOR to haul the cargo, CONTRACTOR shall only be responsible for the first \$500 of such claim.
- B. While CONTRACTOR is operating under COMPANY'S operating authority and hauling COMPANY freight, COMPANY, at its sole expense, shall maintain public liability insurance or self-insurance for liabilities to the public as required by law. However, CONTRACTOR shall be responsible for maintaining its own Non-Trucking Liability and Physical Damage insurance on the Equipment and COMPANY shall not be liable to CONTRACTOR for any damage whatsoever to the Equipment in the performance of this Agreement or otherwise.
- C. CONTRACTOR, at its option, Physical Damage insurance for the Equipment through the COMPANY at such cost, terms and coverage, as COMPANY may make available from time to time. If CONTRACTOR elects to purchase Physical Damage insurance through the COMPANY, the COMPANY will furnish a certificate of insurance for each unit covered. Upon CONTRACTOR'S request, COMPANY will provide a copy of any policy purchased by CONTRACTOR through COMPANY.
- D. CONTRACTOR will be liable to COMPANY for any damage to any trailers owned by the COMPANY and in CONTRACTOR'S possession in connection with the performance of this Agreement, provided, however, that such liability will be limited to \$1,500 for each occurrence of any physical damage to such trailers if such trailers are damaged while the CONTRACTOR has control over the operation or use of the trailer, but if the trailers are damaged as a result of CONTRACTOR'S gross negligence or willful misconduct, there shall be no limit on the amount of CONTRACTOR'S liability for such damage.

- E. Although COMPANY shall maintain public liability and property damage insurance for the benefit of CONTRACTOR and the Equipment while CONTRACTOR is performing his obligations under this Agreement and is operating under COMPANY'S operating authority, in the event that COMPANY determines that CONTRACTOR was responsible for any accident involving any injury, loss or damage sustained by third parties, CONTRACTOR shall be liable to COMPANY for the first \$1,500 of liability incurred by the COMPANY arising out of any such accident, provided that CONTRACTOR shall be fully responsible for and shall indemnify, defend and hold COMPANY harmless from any such liability which arises during any period that CONTRACTOR is not under dispatch or which arises from CONTRACTOR'S gross negligence or willful misconduct.
- F. CONTRACTOR, at its own expense, shall maintain continuous Non-Trucking Liability (with the limit of liability required by applicable state or DOT regulations) or Bobtail Insurance coverage for the operation of the Equipment. CONTRACTOR shall provide COMPANY with a Certificate of Insurance evidencing such coverage. Alternatively, CONTRACTOR may purchase Non-Trucking or Bobtail Liability Insurance through the COMPANY at such cost, terms and conditions as COMPANY may establish from time to time. If CONTRACTOR elects to purchase Non-Trucking or Bobtail Liability Insurance through the COMPANY, the COMPANY will furnish a certificate of insurance for each policy purchased. Upon CONTRACTOR'S request, COMPANY will provide a copy of any policy purchased by CONTRACTOR through COMPANY.
- G. To the fullest extent permissible by law, CONTRACTOR, on behalf of himself, his marital community, his estate, heirs, personal representatives, successors and assigns, hereby releases COMPANY from any and all liability for any injury suffered by CONTRACTOR in the course of the performance of services under this Agreement, including any claims of negligence against the COMPANY.

Moreover, to the fullest extent permissible by law, CONTRACTOR, and its employees and agents, hereby agree to release, indemnify, defend and hold COMPANY and/or its officers, employees, agents or contractors harmless from any claim or suit asserted against COMPANY (either directly by CONTRACTOR or his estate, personal representative, heirs, successors or assigns, or as a cross-defendant or third-party defendant) arising from any accident or occurrence causing or resulting in any property damage, personal injury, death or other loss suffered by CONTRACTOR or CONTRACTOR'S employees under this Agreement, including but not limited to any such property damage, personal injury, death or other loss caused by any act or omission, negligent, willful or otherwise, of COMPANY and/or its officers, employees, agents or contractors, including, but not limited to, COMPANY drivers accompanying CONTRACTOR as a team driver or trainee.

9. Display of Identification. The parties acknowledge that while CONTRACTOR is operating under COMPANY'S operating authority, CONTRACTOR shall be required to display all information required by federal and state law, such as the COMPANY'S name and operating authority on the Equipment. COMPANY shall furnish CONTRACTOR with all necessary identification required by the FHWA and any other applicable federal or state statutes, rules or regulations. All such identification shall be removed from the Equipment by CONTRACTOR if CONTRACTOR contracts with another party for services. Moreover, all such identification shall be removed from the Equipment by CONTRACTOR and returned to COMPANY upon the termination of this Agreement. COMPANY may, in its discretion, withhold payment until such identification is returned, unless the identification is lost or stolen, whereupon CONTRACTOR shall provide a letter certifying the removal of the identification will suffice.
10. Maintenance of Equipment. CONTRACTOR shall be responsible for maintaining the Equipment in good repair and in a safe operating condition and a good appearance. CONTRACTOR further agrees to maintain the Equipment in accordance with all specifications and regulations promulgated by any applicable state or federal agency, including but not limited to, the DOT. All costs of operating, repairing and maintaining the Equipment shall be the sole responsibility of CONTRACTOR. From time to time, COMPANY may offer repair services and parts at its facilities that can be purchased by CONTRACTOR. CONTRACTOR is not required to purchase repair services or parts as a condition to entering into this Agreement. Labor for repair services shall be charged at the posted labor rate per hour (which is currently \$55 per hour) times the amount of time needed to perform the service. Parts necessary for any service will include the cost of such parts to COMPANY and may include amounts to cover COMPANY'S direct and indirect administrative costs of securing, offering and maintaining such parts plus an additional amount to provide a return to COMPANY in exchange for undertaking the risk of securing, offering and maintaining such parts. CONTRACTOR agrees that any services or parts purchased from or through COMPANY shall be deducted from the compensation due the CONTRACTOR or from CONTRACTOR'S Bond.

If CONTRACTOR chooses to operate in the southern California ports, CONTRACTOR further agrees to maintain the Equipment (i) according to manufacturer's instructions and specifications; (ii) in accordance with any specific shipper requirements; and (iii) in accordance with all specifications and regulations promulgated by any applicable state, federal or other public or governmental agency, including but not limited to, the DOT or any Port Authority and shall keep and make available for inspection and copying all such maintenance records.

11. Payment of Certain Expenses. CONTRACTOR shall be responsible for the payment of all operating and maintenance expenses, including but not limited to, fuel costs, fuel taxes, Federal Highway Use Tax, Arizona Motor Carrier tax, mileage taxes, tolls, fines, permits, licenses, tractor repairs, loading and unloading, maintenance, detention, accessorial services and all other expenses incurred in the operation of the Equipment in connection with this Agreement, unless otherwise provided in this Agreement. Any fines for items such as overweight and oversize trailers assessed against the CONTRACTOR, its employees or the Equipment resulting from the acts or omissions of CONTRACTOR or its employees shall be the sole responsibility of CONTRACTOR and the COMPANY shall be permitted to charge CONTRACTOR for any such fines or penalties which it pays or deduct said amounts from any compensation due to CONTRACTOR hereunder. CONTRACTOR shall be responsible for checking all loads, where the weight of the load is not specified, at the nearest weight station. COMPANY shall be liable for fines for overweight and oversize trailers when the trailers are preloaded, sealed or the load is containerized, or when the trailer or load is otherwise outside of the CONTRACTOR'S control. COMPANY shall reimburse CONTRACTOR for the reasonable cost of scaling a load if (i) the shipper requires a scale ticket or (ii) a load weighing more than 35,000 pounds is scheduled to be "T" called.

Notwithstanding the foregoing paragraph the COMPANY shall reimburse the CONTRACTOR for tolls if the following conditions are satisfied:

- (i) The toll is incurred on a toll route authorized by the COMPANY;
- (ii) The toll receipt is included in the trip envelope for the trip on which the toll was incurred; and
- (iii) The trip number and truck number is written on the front, top portion of the toll receipt.

At the COMPANY'S discretion items (i) and (iii) may be satisfied by an electronic or printed record provided by EZ Pass, Pre Pass or other toll management system.

12. Base Plates and Refunds. COMPANY shall pay the cost of any International Registration Plan base plate issued to the CONTRACTOR provided, however if this Agreement is terminated for any reason, CONTRACTOR shall be responsible for payment of a prorated portion of the cost of such base plate equal to the unused portion, utilizing a monthly fraction, of the base plate less any credit COMPANY receives from the state issuing the base plate. CONTRACTOR must notify the COMPANY of his/her intent not to renew the base plate 60 days prior to the expiration of base plate, or CONTRACTOR may be charged the entire annual registration fee less any credit COMPANY receives from the state issuing the base plate.
13. Company Items. CONTRACTOR shall reimburse COMPANY for any COMPANY property such as blades, tarps, straps, chains or other parts which are used and destroyed/not returned by CONTRACTOR in the performance of this Agreement. CONTRACTOR agrees that the cost of such items shall be deducted from any compensation due to CONTRACTOR pursuant to this Agreement.
14. Advances and Charges. From time to time, COMPANY, in its sole discretion, may pay expenses or obligations of CONTRACTOR such as those identified in Sections 4, 5, 7, 8, 10, 11, 13 and 15 or any other expenses that CONTRACTOR requests COMPANY to advance. CONTRACTOR and COMPANY agree that COMPANY, at its option, may deduct from any compensation or money owed to CONTRACTOR any amounts which CONTRACTOR owes to COMPANY as a result of such advances. Such deductions will be itemized on CONTRACTOR'S settlements.

From time to time, COMPANY, in its sole discretion, may authorize cash advances to CONTRACTOR at the request of CONTRACTOR. CONTRACTOR agrees that COMPANY may deduct from payments owed to CONTRACTOR any amounts which CONTRACTOR owes to COMPANY as a result of such cash advances plus three dollars (\$3.00) to cover costs and administrative expenses.

15. Purchase of Fuel. CONTRACTOR is under no obligation to purchase fuel from COMPANY or through COMPANY using a fuel card offered by COMPANY. CONTRACTOR may purchase fuel from COMPANY at COMPANY'S facilities. CONTRACTOR understands that CONTRACTOR will be charged for such fuel at an amount equal to the gallons delivered times the posted pump price. The posted pump price may include the cost of the fuel, taxes, other government fees and charges, delivery/freight costs and administrative expenses, plus an additional amount to provide a return to COMPANY in exchange for undertaking the risk of securing, offering and maintaining this service. CONTRACTOR may also purchase fuel with a fuel card offered by COMPANY. CONTRACTOR agrees to pay all fuel card vendor transaction fees associated with CONTRACTOR'S use of the fuel card, and agrees that such transaction fees will be deducted from CONTRACTOR'S settlements. If CONTRACTOR does purchase fuel from a third party vendor using the fuel card offered by COMPANY, COMPANY may retain all or a portion of any rebates or discounts from such fuel purchases.
16. Obligations to Third Parties. COMPANY and CONTRACTOR acknowledge that CONTRACTOR may have indebtedness or obligations to third parties whereby CONTRACTOR, with the consent of COMPANY, has agreed to have sums deducted from CONTRACTOR'S settlements to satisfy such indebtedness or obligations. CONTRACTOR hereby authorizes COMPANY to deduct any such indebtedness or obligations from CONTRACTOR'S settlements.

17. Term of Agreement.

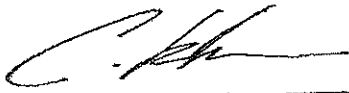
- A. This Agreement shall become effective upon the date of execution and shall remain in full force and effect until December 31st of the current calendar year. This Agreement shall automatically renew for an additional full year unless terminated or superseded by subsequent agreement. This Agreement may be terminated by either party with or without cause upon ten (10) days prior written notice to the other party. In the event any party violates any material provision of this Agreement or any COMPANY policy, the other party shall have the right to immediately terminate the Agreement. In the event this Agreement is terminated, the "Receipt for Possession of Equipment" shall be completed and filed with the CONTRACTOR and the COMPANY. In the event that CONTRACTOR fails to do so, and ultimately terminates this Agreement, CONTRACTOR will be responsible for the costs of all such prorated and permits. All prorated and permits shall remain with the COMPANY upon termination of this Agreement.

- B. CONTRACTOR shall return all tags, licenses and permits upon the termination of this Agreement. In the event that CONTRACTOR fails to do so, CONTRACTOR shall be required to indemnify, defend and hold COMPANY harmless from any and all claims asserted against COMPANY as a result of CONTRACTOR'S display of COMPANY'S tags, licenses, or permits after the termination of this Agreement. The COMPANY may withhold final payment to CONTRACTOR pending the removal and return of all identification devices, including all signs, tags, licenses and permits and COMPANY provided items described in Paragraph 13 above.
18. Independent Contractor. CONTRACTOR shall be considered an Independent Contractor and not an employee of COMPANY. CONTRACTOR shall direct the operation of the Equipment and the manner and performance of its compliance with this Agreement and shall be solely responsible for the direction and control of its employees. CONTRACTOR'S performance of services pursuant to this Agreement shall be subject to compliance with the rules and regulations of the FHWA, DOT, all applicable state agencies, and the COMPANY'S safety policies and procedures. The CONTRACTOR shall determine the method, means and manner of performing work and services under this Agreement.
19. Fees. CONTRACTOR may examine COMPANY'S tariffs or other documents upon which rates and charges are computed upon reasonable request and during normal business hours.
20. Order of Payment and Security Interest. COMPANY and CONTRACTOR agree that COMPANY shall have priority in payment for amounts owed to COMPANY, as identified in Sections 4, 5, 7, 8, 10, 11, 13 14 and 15 and Schedule B, over amounts due to CONTRACTOR and any third parties. CONTRACTOR assigns to COMPANY its right in all amounts earned by CONTRACTOR under Section 2 to secure and provide the payment of any and all obligations now or which may hereafter be or become due and owing to COMPANY under Sections 4, 5, 7, 8, 10, 11, 13 and Schedule B.
21. Entire Agreement. This Agreement, and any other document specifically referred to or contemplated by this Agreement constitutes the entire Agreement and understanding between the parties. This Agreement shall not be modified or amended in any respect except by a written instrument, signed by the parties hereto.
22. Contractor Not Agent. Unless specifically provided herein, CONTRACTOR is not the agent of the COMPANY and shall not have the right to bind the COMPANY. CONTRACTOR shall indemnify, defend and hold COMPANY harmless from any claim asserted against COMPANY as a result of CONTRACTOR'S breach of this paragraph.
23. Governing Law. This Agreement shall be governed by the laws of the State of Arizona.
24. Arbitration. All disputes and claims arising under, arising out of or relating to this Agreement, including an allegation of breach thereof, and any disputes arising out of or relating to the relationship created by the Agreement, including any claims or disputes arising under or relating to any state or federal laws, statutes or regulations, and any disputes as to the rights and obligations of the parties, including the arbitrability of disputes between the parties, shall be fully resolved by arbitration in accordance with Arizona's Arbitration Act and/or the Federal Arbitration Act. Any arbitration between the parties will be governed by the Commercial Arbitration Rules of the American Arbitration Association (the "Rules"). The parties specifically agree that no dispute may be joined with the dispute of another and agree that class actions under this arbitration provision are prohibited. In the event of conflict between the Rules and the provisions of this Agreement, the provisions of this Agreement shall control. Exceptions/clarifications of the Rules include: (i) the proceedings shall be conducted by a single, neutral arbitrator to be selected by the parties, or, failing that, appointed in accordance with the Rules, (ii) the substantive law of the State of Arizona shall apply, and (iii) the award shall be conclusive and binding. Both parties agree to be fully and finally bound by the arbitration award, and judgment may be entered on the award in any Arizona court having jurisdiction thereof. The parties agree that the arbitration fees shall be split between the parties, unless CONTRACTOR shows that the arbitration fees will impose a substantial financial hardship on CONTRACTOR as determined by the Arbitrator, in which event, COMPANY will pay the arbitration fees.
25. Invalidity of Provision. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
26. Waiver of Breach. The waiver of any breach of any term, condition or provision of this Agreement, by either party shall not be deemed a waiver of such term, condition or provision with respect to future breaches or violations of this Agreement.
27. Assignment. This Agreement may not be assigned by the CONTRACTOR without the written consent of COMPANY. COMPANY may assign this Agreement to any of its subsidiaries or successors-in-interest.
28. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the COMPANY, its successors and assigns, and the CONTRACTOR, its successors, assigns, heirs or personal representatives.
29. Limitation of Actions. CONTRACTOR and COMPANY agree that any and all disputes or claims relating to or arising from the relationship created by this Agreement that are based upon federal law or federal regulation must be brought or filed no later than one (1) year after the claim accrues.
30. Collection Fees. If the CONTRACTOR breaches any of the terms of this Agreement or fails to reimburse COMPANY for advances made under section 14 or for other amounts owing to COMPANY, CONTRACTOR shall pay to COMPANY all of the costs and expenses, including reasonable legal fees and collection fees, incurred by the COMPANY in enforcing the terms of this Agreement or collecting any amounts due under this Agreement. CONTRACTOR agrees that such costs and expenses, including reasonable legal fees and collection fees, may be deducted from any amounts owing to CONTRACTOR and from the Bond identified in Section 6.
31. Attorneys' Fees. In the event either party hereto brings an action to enforce any provisions hereof, to secure specific performance hereof, or to collect damages of any kind for any claim that arises out of or relates to the relationship created by this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees.


32. Choice of Forum. The parties agree that any legal proceedings between the parties arising under, arising out of, or relating to the relationship created by this Agreement, including arbitration proceedings discussed above, shall be filed and/or maintained in Phoenix, Arizona or the nearest location in Arizona where such proceedings can be maintained. The parties specifically waive any defense as to personal jurisdiction in any federal or state court in Arizona.
33. Counterparts and Facsimiles. This Agreement may be executed in multiple counterparts and in any number of counterparts, each of which shall be deemed an original but all of which taken together shall constitute and be deemed to be one and the same instrument and each of which shall be considered and deemed an original for all purposes. This Agreement shall be effective with the facsimile signature of any of the parties set forth below and the facsimile signature shall be deemed as an original signature for all purposes and the Agreement shall be deemed as an original for all purposes.

SWIFT TRANSPORTATION CO., INC., an Arizona Corporation


The Agreement between the parties is confirmed by both parties in all other respects.

By: 
Swift Transportation

Date: REDACTED

By: 
CONTRACTOR

Date: REDACTED



CERTIFICATE
SCHEDULE A

KNOW ALL MEN BY THESE PRESENTS:

This document certifies that the following described equipment:

UNIT #:
YEAR MAKE MODEL: REDACTED
SERIAL:

BASE LICENSE: AZ or OK or IN

Owned by: REDACTED
Address: 3 ... E, NY


Financed by: Interstate Equipment Leasing, 2200 S. 75th Ave, Phoenix AZ 85043

is being operated by Swift Transportation Co., Inc. (COMPANY) under a CONTRACTOR AGREEMENT dated 1/20/2009 for a period of time beginning on the date first set forth and continuing thereafter, until termination or expiration.

This certificate shall be considered as valid and in effect so long as it is in the possession of the owner, his agent, servant, and employee, unless notice of cancellation hereof has been filed with the appropriate state board, commission, or official (or the Governor, if there is no such Board, Commission, or Official) having jurisdiction over the business of transportation by motor vehicle of each state in which COMPANY operates. The commodities to be transported are restricted to those commodities COMPANY is authorized to transport under its certificate authority received from the DOT, and any and all commodities the transportation of which does not require certificate authority.

The original of this Agreement shall be kept at the offices of Swift Transportation Co., Inc., 2200 South 75th Avenue, Phoenix, Arizona 85043.

By: 
SWIFT TRANSPORTATION CO., INC.

By:  REDACTED] 
CONTRACTOR

Date: REDACTED

SCHEDULE B

CONTRACTOR authorizes COMPANY to deduct the following amounts from amounts due to CONTRACTOR:

<u>Account</u>	<u>Amount</u>	<u>Schedule</u>
Performance Bond	\$50.00	Weekly (maximum \$1,500.00)
QualComm (if rented)*	\$20.00	Weekly
QualComm (if purchased)*	\$26.42	Weekly
O/O Nontrucking* Liability Insurance	\$5.77	Weekly
O/O Collision Insurance*	\$0.21/\$100 of value	Weekly
QualComm Insurance*	\$1.96	Weekly
Occupational Accident Insurance*	\$32.21	Weekly
Accounting Services	\$15.00	Weekly
Workers' Compensation Insurance for Contractor Employees*	Based on the state which the fleet driver resides.	

*The charge to CONTRACTOR for this item may include the cost of the item, plus any direct or indirect administrative costs associated with securing, offering and maintaining the item, plus an additional amount to provide a return to COMPANY in exchange for undertaking the risk of securing, offering and maintaining such products, equipment or services.

SCHEDULE C - Standard Fuel Rebate

This schedule sets forth the per mile fuel rebate paid to CONTRACTORS beginning January 1, 2008. The phrase "per mile" means per loaded dispatched mile as defined in the Contractor Agreement.
The DOE price is set every Monday afternoon by the U.S. Department of Energy. The rebate amount for that week pays on all loads dispatched Monday through Sunday.

DOE Price	Per Loaded Mile Rebate Amount	DOE Price	Per Loaded Mile Rebate Amount	DOE Price	Per Loaded Mile Rebate Amount
\$2.00	\$0.130	\$2.46	\$0.198	\$2.92	\$0.280
\$2.01	\$0.130	\$2.47	\$0.202	\$2.93	\$0.282
\$2.02	\$0.137	\$2.48	\$0.202	\$2.94	\$0.284
\$2.03	\$0.137	\$2.49	\$0.204	\$2.95	\$0.286
\$2.04	\$0.137	\$2.50	\$0.205	\$2.96	\$0.288
\$2.05	\$0.137	\$2.51	\$0.207	\$2.97	\$0.289
\$2.06	\$0.137	\$2.52	\$0.209	\$2.98	\$0.291
\$2.07	\$0.144	\$2.53	\$0.211	\$2.99	\$0.293
\$2.08	\$0.144	\$2.54	\$0.213	\$3.00	\$0.295
\$2.09	\$0.144	\$2.55	\$0.214	\$3.01	\$0.297
\$2.10	\$0.144	\$2.56	\$0.216	\$3.02	\$0.298
\$2.11	\$0.144	\$2.57	\$0.218	\$3.03	\$0.300
\$2.12	\$0.151	\$2.58	\$0.220	\$3.04	\$0.302
\$2.13	\$0.151	\$2.59	\$0.222	\$3.05	\$0.304
\$2.14	\$0.151	\$2.60	\$0.223	\$3.06	\$0.306
\$2.15	\$0.151	\$2.61	\$0.225	\$3.07	\$0.307
\$2.16	\$0.151	\$2.62	\$0.227	\$3.08	\$0.309
\$2.17	\$0.158	\$2.63	\$0.229	\$3.09	\$0.311
\$2.18	\$0.158	\$2.64	\$0.230	\$3.10	\$0.313
\$2.19	\$0.158	\$2.65	\$0.232	\$3.11	\$0.314
\$2.20	\$0.158	\$2.66	\$0.234	\$3.12	\$0.316
\$2.21	\$0.158	\$2.67	\$0.236	\$3.13	\$0.318
\$2.22	\$0.166	\$2.68	\$0.238	\$3.14	\$0.320
\$2.23	\$0.166	\$2.69	\$0.239	\$3.15	\$0.322
\$2.24	\$0.166	\$2.70	\$0.241	\$3.16	\$0.323
\$2.25	\$0.166	\$2.71	\$0.243	\$3.17	\$0.325
\$2.26	\$0.166	\$2.72	\$0.245	\$3.18	\$0.327
\$2.27	\$0.173	\$2.73	\$0.247	\$3.19	\$0.329
\$2.28	\$0.173	\$2.74	\$0.248	\$3.20	\$0.331
\$2.29	\$0.173	\$2.75	\$0.250	\$3.21	\$0.332
\$2.30	\$0.173	\$2.76	\$0.252	\$3.22	\$0.334
\$2.31	\$0.173	\$2.77	\$0.254	\$3.23	\$0.336
\$2.32	\$0.180	\$2.78	\$0.255	\$3.24	\$0.338
\$2.33	\$0.180	\$2.79	\$0.257	\$3.25	\$0.339
\$2.34	\$0.180	\$2.80	\$0.259	\$3.26	\$0.341
\$2.35	\$0.180	\$2.81	\$0.261	\$3.27	\$0.343
\$2.36	\$0.180	\$2.82	\$0.263	\$3.28	\$0.345
\$2.37	\$0.187	\$2.83	\$0.264	\$3.29	\$0.347
\$2.38	\$0.187	\$2.84	\$0.266	\$3.30	\$0.348
\$2.39	\$0.187	\$2.85	\$0.268	\$3.31	\$0.350
\$2.40	\$0.188	\$2.86	\$0.270	\$3.32	\$0.352
\$2.41	\$0.189	\$2.87	\$0.272	\$3.33	\$0.354
\$2.42	\$0.194	\$2.88	\$0.273	\$3.34	\$0.356
\$2.43	\$0.194	\$2.89	\$0.275	\$3.35	\$0.357
\$2.44	\$0.195	\$2.90	\$0.277	\$3.36	\$0.359
\$2.45	\$0.197	\$2.91	\$0.279	\$3.37	\$0.361

DOE	Per Loaded Mile
<u>Price</u>	<u>Rebate Amount</u>
\$3.38	\$0.363
\$3.39	\$0.364
\$3.40	\$0.366
\$3.41	\$0.368
\$3.42	\$0.370
\$3.43	\$0.372
\$3.44	\$0.373
\$3.45	\$0.375
\$3.46	\$0.377
\$3.47	\$0.379
\$3.48	\$0.381
\$3.49	\$0.382
\$3.50	\$0.384
\$3.51	\$0.386
\$3.52	\$0.388
\$3.53	\$0.389
\$3.54	\$0.391
\$3.55	\$0.393
\$3.56	\$0.395
\$3.57	\$0.397
\$3.58	\$0.398
\$3.59	\$0.400
\$3.60	\$0.402
\$3.61	\$0.404
\$3.62	\$0.406
\$3.63	\$0.407
\$3.64	\$0.409
\$3.65	\$0.411
\$3.66	\$0.413
\$3.67	\$0.414
\$3.68	\$0.416
\$3.69	\$0.418
\$3.70	\$0.420
\$3.71	\$0.422
\$3.72	\$0.423
\$3.73	\$0.425
\$3.74	\$0.427
\$3.75	\$0.429
\$3.76	\$0.431
\$3.77	\$0.432
\$3.78	\$0.434
\$3.79	\$0.436
\$3.80	\$0.438
\$3.81	\$0.440
\$3.82	\$0.441
\$3.83	\$0.443
\$3.84	\$0.445
\$3.85	\$0.447
\$3.86	\$0.448
\$3.87	\$0.450
\$3.88	\$0.452
\$3.89	\$0.454
\$3.90	\$0.456

DOE	Per Loaded Mile
<u>Price</u>	<u>Rebate Amount</u>
\$3.91	\$0.457
\$3.92	\$0.459
\$3.93	\$0.461
\$3.94	\$0.463
\$3.95	\$0.465
\$3.96	\$0.466
\$3.97	\$0.468
\$3.98	\$0.470
\$3.99	\$0.472
\$4.00	\$0.473
\$4.01	\$0.475
\$4.02	\$0.477
\$4.03	\$0.479
\$4.04	\$0.481
\$4.05	\$0.482
\$4.06	\$0.484
\$4.07	\$0.486
\$4.08	\$0.488
\$4.09	\$0.490
\$4.10	\$0.491
\$4.11	\$0.493
\$4.12	\$0.495
\$4.13	\$0.497
\$4.14	\$0.498
\$4.15	\$0.500
\$4.16	\$0.502
\$4.17	\$0.504
\$4.18	\$0.506
\$4.19	\$0.507
\$4.20	\$0.509
\$4.21	\$0.511
\$4.22	\$0.513
\$4.23	\$0.515
\$4.24	\$0.516
\$4.25	\$0.518
\$4.26	\$0.520
\$4.27	\$0.522
\$4.28	\$0.523
\$4.29	\$0.525
\$4.30	\$0.527
\$4.31	\$0.529
\$4.32	\$0.531
\$4.33	\$0.532
\$4.34	\$0.534
\$4.35	\$0.536
\$4.36	\$0.538
\$4.37	\$0.540
\$4.38	\$0.541
\$4.39	\$0.543
\$4.40	\$0.545
\$4.41	\$0.547
\$4.42	\$0.548
\$4.43	\$0.550

DOE	Per Loaded Mile
<u>Price</u>	<u>Rebate Amount</u>
\$4.44	\$0.552
\$4.45	\$0.554
\$4.46	\$0.556
\$4.47	\$0.557
\$4.48	\$0.559
\$4.49	\$0.561
\$4.50	\$0.563
\$4.51	\$0.565
\$4.52	\$0.566
\$4.53	\$0.568
\$4.54	\$0.570
\$4.55	\$0.572
\$4.56	\$0.573
\$4.57	\$0.575
\$4.58	\$0.577
\$4.59	\$0.579
\$4.60	\$0.581
\$4.61	\$0.582
\$4.62	\$0.584
\$4.63	\$0.586
\$4.64	\$0.588
\$4.65	\$0.590
\$4.66	\$0.591
\$4.67	\$0.593
\$4.68	\$0.595
\$4.69	\$0.597
\$4.70	\$0.599
\$4.71	\$0.600
\$4.72	\$0.602
\$4.73	\$0.604
\$4.74	\$0.606
\$4.75	\$0.607
\$4.76	\$0.609
\$4.77	\$0.611
\$4.78	\$0.613
\$4.79	\$0.615
\$4.80	\$0.616
\$4.81	\$0.618
\$4.82	\$0.620
\$4.83	\$0.622
\$4.84	\$0.624
\$4.85	\$0.625
\$4.86	\$0.627
\$4.87	\$0.629
\$4.88	\$0.631
\$4.89	\$0.632
\$4.90	\$0.634
\$4.91	\$0.636
\$4.92	\$0.638
\$4.93	\$0.640
\$4.94	\$0.641
\$4.95	\$0.643
\$4.96	\$0.645

DOE Price	Per Loaded Mile Rebate Amount
\$4.97	\$0.647
\$4.98	\$0.649
\$4.99	\$0.650
\$5.00	\$0.652
\$5.01	\$0.654
\$5.02	\$0.656
\$5.03	\$0.657
\$5.04	\$0.659
\$5.05	\$0.661
\$5.06	\$0.663
\$5.07	\$0.665
\$5.08	\$0.666
\$5.09	\$0.668
\$5.10	\$0.670
\$5.11	\$0.672
\$5.12	\$0.674
\$5.13	\$0.675
\$5.14	\$0.677
\$5.15	\$0.679
\$5.16	\$0.681
\$5.17	\$0.682
\$5.18	\$0.684
\$5.19	\$0.686
\$5.20	\$0.688
\$5.21	\$0.690
\$5.22	\$0.691
\$5.23	\$0.693
\$5.24	\$0.695
\$5.25	\$0.697
\$5.26	\$0.699
\$5.27	\$0.700
\$5.28	\$0.702
\$5.29	\$0.704
\$5.30	\$0.706
\$5.31	\$0.707
\$5.32	\$0.709
\$5.33	\$0.711
\$5.34	\$0.713
\$5.35	\$0.715
\$5.36	\$0.716
\$5.37	\$0.718
\$5.38	\$0.720
\$5.39	\$0.722
\$5.40	\$0.724
\$5.41	\$0.725
\$5.42	\$0.727
\$5.43	\$0.729
\$5.44	\$0.731
\$5.45	\$0.733
\$5.46	\$0.734
\$5.47	\$0.736
\$5.48	\$0.738
\$5.49	\$0.740

DOE Price	Per Loaded Mile Rebate Amount
\$5.50	\$0.741
\$5.51	\$0.743
\$5.52	\$0.745
\$5.53	\$0.747
\$5.54	\$0.749
\$5.55	\$0.750
\$5.56	\$0.752
\$5.57	\$0.754
\$5.58	\$0.756
\$5.59	\$0.758
\$5.60	\$0.759
\$5.61	\$0.761
\$5.62	\$0.763
\$5.63	\$0.765
\$5.64	\$0.766
\$5.65	\$0.768
\$5.66	\$0.770
\$5.67	\$0.772
\$5.68	\$0.774
\$5.69	\$0.775
\$5.70	\$0.777
\$5.71	\$0.779
\$5.72	\$0.781
\$5.73	\$0.783
\$5.74	\$0.784
\$5.75	\$0.786
\$5.76	\$0.788
\$5.77	\$0.790
\$5.78	\$0.791
\$5.79	\$0.793
\$5.80	\$0.795
\$5.81	\$0.797
\$5.82	\$0.799
\$5.83	\$0.800
\$5.84	\$0.802
\$5.85	\$0.804
\$5.86	\$0.806
\$5.87	\$0.808
\$5.88	\$0.809
\$5.89	\$0.811
\$5.90	\$0.813
\$5.91	\$0.815
\$5.92	\$0.816
\$5.93	\$0.818
\$5.94	\$0.820
\$5.95	\$0.822
\$5.96	\$0.824
\$5.97	\$0.825
\$5.98	\$0.827
\$5.99	\$0.829
\$6.00	\$0.831
\$6.01	\$0.833
\$6.02	\$0.834

DOE Price	Per Loaded Mile Rebate Amount
\$6.03	\$0.836
\$6.04	\$0.838
\$6.05	\$0.840
\$6.06	\$0.841
\$6.07	\$0.843
\$6.08	\$0.845
\$6.09	\$0.847
\$6.10	\$0.849
\$6.11	\$0.850
\$6.12	\$0.852
\$6.13	\$0.854
\$6.14	\$0.856
\$6.15	\$0.858
\$6.16	\$0.859
\$6.17	\$0.861
\$6.18	\$0.863
\$6.19	\$0.865
\$6.20	\$0.867
\$6.21	\$0.868
\$6.22	\$0.870
\$6.23	\$0.872
\$6.24	\$0.874
\$6.25	\$0.875
\$6.26	\$0.877
\$6.27	\$0.879
\$6.28	\$0.881
\$6.29	\$0.883
\$6.30	\$0.884
\$6.31	\$0.886
\$6.32	\$0.888
\$6.33	\$0.890
\$6.34	\$0.892
\$6.35	\$0.893
\$6.36	\$0.895
\$6.37	\$0.897
\$6.38	\$0.899
\$6.39	\$0.900
\$6.40	\$0.902
\$6.41	\$0.904
\$6.42	\$0.906
\$6.43	\$0.908
\$6.44	\$0.909
\$6.45	\$0.911
\$6.46	\$0.913
\$6.47	\$0.915
\$6.48	\$0.917
\$6.49	\$0.918
\$6.50	\$0.920
\$6.51	\$0.922
\$6.52	\$0.924
\$6.53	\$0.925
\$6.54	\$0.927
\$6.55	\$0.929