



CARRIER PACKET

THE DOCUMENTS ON THE BELOW CHECKLIST MUST BE FAXED TO OUR CORPORATE OFFICE AT:

(903) 617-6887

- _____ COMPLETED CARRIER PROFILE
- _____ COPY OF YOUR MOTOR CARRIER OPERATING AUTHORITY
- _____ COPY OF YOUR DOT SAFETY RATING (IF RATED)
- _____ YOUR INSURANCE CERTIFICATE SHOWING THE FOLLOWING:
 - MOTOR TRUCK CARGO
 - GENERAL AND AUTO LIABILITY
 - WORKERS COMP
- _____ SIGNED FREIGHT BROKER-CARRIER AGREEMENT
- _____ COMPLETED W-9 FORM

AVAILABLE LOADS ARE POSTED ON OUR WEBSITE

www.swantrans.com

CARRIER PROFILE

| | |
|----------------------------|--|
| CONTACT INFORMATION | Carrier Name _____ |
| | Owner Name _____ |
| | Dispatch Contact _____ |
| | Phone # _____ Toll Free # _____ Fax # _____ |
| | After Hours Emergency # _____ Cell Phone # _____ |
| | Email Address _____ Website _____ |
| | MC# _____ DOT # _____ Safety Rating: _____ |

| | | | |
|----------------------------|-----------------|-------|-----|
| ADDRESS INFORMATION | Mailing | | |
| | Address | | |
| | City | State | Zip |
| | Physical | | |
| | Address | | |
| | City | State | Zip |
| | Remit | | |
| | Address | | |
| | City | State | Zip |

EQUIPMENT AND SERVICES (Check all that apply)

- | | | | | | | |
|----------------------------------|--|-----------------------------------|--------------------------------------|--------------------------------------|--|------------------------------------|
| <input type="checkbox"/> Flatbed | <input type="checkbox"/> Reefers | <input type="checkbox"/> Side Kit | <input type="checkbox"/> Roller Beds | <input type="checkbox"/> Heavy Haul | <input type="checkbox"/> High Cube Van | <input type="checkbox"/> Conestoga |
| <input type="checkbox"/> Van | <input type="checkbox"/> DD; RGN | <input type="checkbox"/> Bobtail | <input type="checkbox"/> Big Shots | <input type="checkbox"/> Car Carrier | <input type="checkbox"/> Climate Control Van | <input type="checkbox"/> Lift Gate |
| <input type="checkbox"/> S/Drop | <input type="checkbox"/> Logistics Van | <input type="checkbox"/> Hotshots | <input type="checkbox"/> Intermodal | <input type="checkbox"/> Power Only | <input type="checkbox"/> Curtain Side | <input type="checkbox"/> Pad Wrap |
| <input type="checkbox"/> Teams | <input type="checkbox"/> Air-ride | <input type="checkbox"/> Bonded | <input type="checkbox"/> Hazmat | <input type="checkbox"/> LTL | <input type="checkbox"/> Drive-Away | |

SERVICE AREAS (Check all that apply)

- | | | | |
|---|---|--|---|
| <input type="checkbox"/> Northwest ID-MT-OR-WA-WY | <input type="checkbox"/> Northcentral IA-MN-ND-NE-SD | <input type="checkbox"/> Great Lakes IL-IN-MI-OH-WI | <input type="checkbox"/> Northeast DE-MD-NJ-NY-PA-VA-WV |
| <input type="checkbox"/> Southwest AZ-CA-CO-NM-NV-UT | <input type="checkbox"/> Southcentral AR-KS-LA-MO-OK-TX | <input type="checkbox"/> Southeast AL-FL-GA-KY-MS-NC-SC-TN | <input type="checkbox"/> New England CT-MA-ME-NH-RI-VT |
| <input type="checkbox"/> Eastern Canada NB-NF-NS-ON-PE-PQ | <input type="checkbox"/> Western Canada AB-BC-MD-SK | <input type="checkbox"/> Mexico Mexico | |

For Swan Transportation Use Only:

Agent # _____ Assigned Carrier # _____



FREIGHT BROKER - CARRIER AGREEMENT

This Freight Broker-Carrier Agreement (the “**Agreement**”) is made by and between Swan Transportation Services, Ltd., a Texas limited partnership (“**Swan**”) and _____ (“**Carrier**”)

RECITALS

WHEREAS, Carrier is a Registered Motor Carrier of property authorized by Permit/Certificate No. MC-_____ (the “**Permit**”) to provide transportation of property under contracts with shippers and receivers and/or brokers of general commodities and goods.

WHEREAS, Swan is a freight broker, licensed to arrange for the transportation of property by License No. MC-330163 B (a copy of which license is attached hereto and made a part hereof); and

WHEREAS, Swan desires to utilize the services of Carrier for the transportation of goods owned or shipped by Swan’s customers.

NOW, THEREFORE, in consideration of the mutual agreements, representations and warranties contained herein the parties agree as follows:

CONTRACT TERMS AND CONDITIONS

Section 1. Carrier Services. Carrier agrees to transport property, under its own operating authority and subject to the terms of this Agreement and the terms of a Rate Confirmation. Carrier agrees to load and deliver the Goods on the dates indicated on each Rate Confirmation. Carrier agrees to provide and meet the equipment requirements set forth (if any) on each Rate Confirmation. If Carrier is rated by the U.S. Department of Transportation, Carrier agrees to maintain a satisfactory rating and to remain authorized to provide the proposed services. Carrier agrees to be in compliance with all applicable laws including all applicable laws and regulations relating to the transportation of Hazardous Materials.

Section 2. Carrier’s Additional Representations and Warranties. Carrier additionally represents and warrants to Swan and agrees as follows:

- a. Shipper’s insertion of Swan’s name as the Carrier on the bill of lading shall be for Shipper’s convenience only and shall not change Swan’s status as a freight broker or Carrier’s status as a Registered Motor Carrier of property.
- b. Carrier shall not re-broker, double-broker, assign or interline any load without the prior written consent of Swan. If Carrier breaches this provision, Swan shall have the right to pay any amount owed by Swan to Carrier directly to the delivering carrier, in lieu of any payment to Carrier. In addition to Carrier’s liability under any other terms of this Agreement, Carrier shall also be liable for consequential damages arising from or related to any violation of this section.
- c. Carrier is in compliance, and shall maintain compliance during the term of this Agreement, with all applicable federal, state and local laws relating to the provision of its services including, but not limited to: i) transportation of Hazardous Materials (including the licensing and training of drivers), as defined in any Federal Law (including 49 C.F.R. §172.800, §173 and §397 et seq.) to the extent that any shipments hereunder constitute Hazardous Materials; ii) all security regulations; iii) all owner/operator lease regulations; iv) all loading and securement of freight regulations; v) all implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances, and

hours of service regulations; vi) all sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, qualification and licensing and training of drivers; vii) the implementation and maintenance of all equipment safety regulations; and viii) the maintenance and control of the means and method of transportation including, but not limited to, the performance of its drivers.

- d. Carrier will notify Swan immediately if i) Carrier's Permit or any other federal operating authority is revoked, suspended or rendered inactive for any reason; ii) if any substantial part of Carrier's operating assets are sold; iii) if there is a change in the personnel in control of Carrier; iv) if there is a change in the controlling share of the ownership of Carrier; and/or v) if any insurance required hereunder is threatened to be or is terminated, cancelled, suspended or revoked for any reason.
- e. Carrier does not have an "Unsatisfactory" safety rating issued by the Federal Motor Carrier Safety Administration (the "FMCSA"), U.S. Department of Transportation.
- f. Carrier will notify Swan in writing immediately if Carrier's safety rating is changed to "Unsatisfactory" or "Conditional."
- g. Carrier authorizes Swan to invoice Carrier's freight charges to each Shipper, Consignee, Consignor, Owner or other person who may be responsible for payment.
- h. Carrier agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required for Swan and/or its customers. Carrier will not supply equipment that has been used to transport Hazardous Materials (solid or liquid) regardless of whether they meet the definition in 40 C.F.R. §261.1 et seq.
- i. Carrier agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed on a Rate Confirmation.
- j. Carrier shall issue a bill of lading in compliance with 49 U.S.C. §80101 et seq., 49 C.F.R. §373.101 (and any amendments thereto) for the Goods it receives for transportation under this Agreement. Carrier's liability and responsibility for the Goods arises under the terms of this Agreement whether or not a bill of lading has been issued and/or signed and/or delivered to Carrier.
- k. The failure of any person to issue a bill of lading, or to sign a bill of lading acknowledging receipt of the Goods, shall not affect the liability of Carrier.
- l. Carrier shall comply with 49 C.F.R §370.1 et seq. and any amendments and/or any other applicable regulations adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, or any applicable state regulatory agency, for processing all loss and damage claims and salvage.
- m. Notwithstanding the terms of any Federal Law (including 49 C.F.R. §370.9), Carrier shall pay, decline or make a settlement offer in writing on all loss of Goods or damage claims within forty-five (45) days of receipt of the claim. The failure of Carrier to pay, decline or offer settlement within this forty-five day period shall be deemed an admission by Carrier of full liability for the amount claimed and a material breach of this Agreement.
- n. Carrier shall be deemed to have automatically assigned to Swan all of Carrier's rights (if any exist) to collect freight charges from any Shipper, Consignee, Consignor, Receiver, Owner or other responsible third party upon receipt of Carrier's payment from Swan.

Section 3. General Liability. Carrier shall be liable for loss, damage, or delay caused by Carrier's negligence, willful misconduct or reckless disregard for the condition, safety or timely delivery of the Goods. Carrier agrees to indemnify and hold Swan and its Shipper/Customer harmless of and from any and all claims and causes of action arising from or related to the services provided or to be provided by Carrier, and from any and all claims or losses resulting from Carrier's failure to perform in accordance with the terms of this Agreement, including but not limited to cargo loss and damage, theft, delay, damage to property and personal injury or death. Carrier's responsibility for the Goods shall begin at the time the Goods are loaded on Carrier's equipment, and shall continue until the Goods are properly delivered to the party designated, and at the location shown, on the Rate Confirmation Sheet and the bill of lading or a receipt for the Goods has been signed by the Consignee.

Section 4. Limitation of Liability. Carrier shall not be liable for any loss or damage or delay caused by an act of God. The value of the Goods, for purposes of this Agreement, shall be the Goods' replacement cost. The Carrier shall not be liable for any event or condition relating to the Goods that arises after receipt of the Goods by a party designated on the Rate Confirmation. Except in case of negligence of the Carrier (and the burden to prove freedom from such negligence shall be on the Carrier), the Carrier shall not be liable for loss, damage, or delay occurring while the Goods are stopped and held in transit on the request of the Shipper, Owner, Swan or any party entitled to make such request.

Section 5. Quarantine Conditions. In case of quarantine the Goods may be discharged at the risk and expense of Owner into quarantine depot or elsewhere, as required by quarantine regulations or authorities, or for the Carrier's dispatch at the nearest available point in Carrier's judgment, and in any such case Carrier's responsibility shall cease a) when the Goods are so discharged, and b) written notice of the date, time and place of discharge is received by the Owner, Shipper and Swan.

Section 6. Insurance. Swan Transportation shall have the full benefit of any insurance that Carrier may have in effect for any loss of life, personal injury, or shortage, loss, or damage to property arising directly or indirectly from Carrier providing transportation services, so far as this shall not void the policies or contracts of insurance. Copies of all notices of insurance cancellation shall be promptly forwarded to Swan. Carrier agrees to provide Cargo damage/loss insurance with a minimum limit of \$100,000.00 for the benefit of those parties entitled to recover for the loss or damage of any Goods. Carrier further agrees to provide Public/General Liability with a minimum limit of \$1,000,000.00 and Auto Liability (including Hired and Non-Owned Vehicles), property damage and personal injury liability with a minimum limit of \$1,000,000.00. Carrier agrees to maintain workers compensation as required by state law. Carrier shall cause its insurance carrier to forward to Swan a standard Certificate of Insurance which certificate shall require the insurance carrier to give Swan written notice thirty (30) days prior to the cancellation of such cargo insurance or liability insurance. The insurance policies shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state agency. Nothing in this Agreement shall be construed to avoid Carriers liability due to any exclusion, restriction or deductible in any insurance policy.

Section 7. Filing of Claims and Suits. As a condition precedent to recovery, any claim against Swan arising out of this contract or the shipment of the Goods must be made in writing and delivered to Swan at least thirty (30) days prior to the filing of any suit. Any suit for the recovery of shipping charges, or any suit arising out of or relating to the terms of this Agreement or the Goods must be filed in Harris County, Texas, the county of venue and of Swan's principal place of business. This Agreement and any disputes arising thereunder shall be interpreted and enforced in accordance with the laws of the State of Texas and applicable Federal Law.

Section 8. Processing Insurance Claims. Carrier agrees to reasonably cooperate with Swan and/or the Owner and to take whatever actions are reasonably necessary to handle, file, process, adjust and/or present any claim for loss or damage to the Carrier's insurer and to further handle, process and present any and all claims necessary in accordance with Federal Law.

Section 9. Risk on Unattended Delivery or Pickup. Goods destined to or picked up from any location where there is no regularly appointed representative of the Shipper, Owner or delivery recipient shall be the responsibility of the Carrier and at Carrier's risk.

Section 10. Agreed Rate. Swan shall pay Carrier compensation for services rendered in accordance with a schedule of rates and charges, freight bill or other documents as may be agreed upon between Carrier and Swan, which amount shall be known as the "Agreed Rate" and shall be set forth on the Rate Confirmation for each load. The Agreed Rate set forth on the Rate Confirmation shall be the amount to be paid by Swan. If the Carrier disputes the accuracy of the Agreed Rate on the Rate Confirmation, the Carrier must notify Swan prior to dispatching its driver. Once the Carrier's driver is dispatched the terms set forth on the Rate Confirmation shall become the terms applicable to such shipment. Rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, released rates or values, or tariff rules or circulars, shall only be valid when specifically agreed to in a signed writing by Swan and Carrier.

Section 11. Payment of Charges. Swan shall pay the Agreed Rate, subject to a) Carrier's performance under the terms of this Agreement, b) any offset resulting from loss or damage to the Goods, and/or c) any deductions otherwise described in this Agreement. The charge for freight is due from Swan 30 days from the date of receipt of carrier's invoice and the signed bill of lading. Swan shall be allowed to offset from any such freight charges any amount owed to it, the Shipper or the Owner by Carrier. Payment of the freight charges by the Owner, Shipper, Receiver, Consignor or Consignee of the Goods to Swan shall relieve any such Owner, Shipper, Receiver, Consignor or Consignee of any liability to Carrier for the payment of the Agreed Rate.

Section 12. Alterations. Any alteration, addition or erasure on this Agreement or a Rate Confirmation that is made without the special notation hereon by an authorized agent of Swan shall be without effect and this Agreement shall be enforceable according to its original tenor.

Section 13. Independent Contractor Relationship. The relationship of the Carrier to Swan shall, at all times, be that of an independent contractor and that no employer/employee relationship exists, or is intended. Swan shall be the agent for the Carrier for the collection of charges when the Shipper, Owner, Receiver, Consignor or Consignee have actually paid all freight charges owed to Swan.

Section 14. Nonexclusive Agreement. Carrier and Swan agree that there is no minimum shipment of Goods agreed to be provided to Carrier by Swan. This is a nonexclusive agreement. Carrier may provide its transportation services to other freight brokers, Owners, Shippers, Consignors and/or Consignees. Swan's demand for motor carrier services may fluctuate from year to year and during certain times.

Section 15. Term of Agreement. This Agreement shall be effective as of the Effective Date and shall remain in effect until such time as either party cancels or terminates this Agreement in writing by providing written notice to the other party at least thirty (30) days in advance. For this purpose, notices shall be delivered to the parties at the addresses indicated below.

Section 16. Restriction Regarding Solicitation. Carrier shall not solicit business, transportation services, shipping services or other traffic from any Shipper, Owner, Consignor, Consignee or customer of Swan, if a) the availability of such business first became known to Carrier as a result of Swan's efforts or this Agreement; or b) where the business of the Shipper, Owner, Consignor, Consignee or customer of Swan was first introduced to Carrier by Swan. If Carrier breaches this Agreement and solicits Swan's customers and obtains business in violation of the terms of this Agreement a commission from the Carrier of ten percent (10%) of the gross transportation revenue received for such business shall be paid to Swan for a period of one (1) year. Such amount shall be due and payable immediately upon Swan's written demand for the payment thereof. In addition to such commission, Swan shall have the right to enforce this covenant by temporary restraining order and/or injunction and shall further be permitted to collect Swan's actual damages from Carrier. However, this section of this agreement shall not apply to a Shipper, Owner, Consignor, Consignee or other customer of Swan if at least one (1) year has passed between the

date of Swan's last service provided to such customer and the date Carrier solicits such customer for any business or service.

Section 17. Assignment. This Agreement cannot be assigned by Carrier without Swan's prior written consent.

Section 18. Amendments and Modifications. This Agreement cannot be modified, amended, limited or supplemented, unless in writing and signed by Carrier and Swan.

Section 19. Loading. Regardless of whether loading is accomplished by any other person, the Carrier shall be responsible for inspecting and testing the load of the Goods onto the Carrier's equipment and determining whether such loading has been accomplished in a safe, legal and appropriate manner. Carrier's issuance of a bill of lading or other form of receipt for the Goods shall be deemed its acknowledgment that the Goods have been safely and adequately loaded for transportation.

Section 20. Tracing. Carrier shall maintain a system of communication whereby Swan is advised at least once a day of the location of the Goods and any circumstances which might prevent the Carrier from accomplishing timely and safe delivery thereof.

Section 21. Confidentiality. Carrier shall not disclose any of the terms of this Agreement or any Rate Confirmation Sheet to any third party (including the Owner, Shipper, Consignor and or the Consignee) unless the disclosure is required by law or is specifically authorized, in writing, by Swan. In addition to all other confidential information protected by law, statutory or otherwise, Carrier agrees that all of the financial information of Swan and that of Swan's customers (including but not limited to, freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, customer information, customer shipping or other logistics requirements) shared with or learned by Carrier shall be treated as confidential, and shall not be disclosed or used for any reason without the prior written consent of Swan. In the event of the violation of this confidentiality provision, Carrier agrees that any remedy at law, including monetary damages, will be inadequate in order to protect Swan's interest and that Swan shall be entitled, in addition to any other remedy it may have, to an injunction restraining carrier from any further violation of this Agreement.

Section 22. Prior Agreements. This Agreement shall supersede any and all earlier agreements between the parties.

Section 23. Entire Agreement. This Agreement, together with each Rate Confirmation Sheet, constitutes the entire agreement of the parties. No agreements, representations or warranties other than those in this Agreement shall be binding unless made in writing and signed by both parties. No agent or employee of Swan shall have any authority to waive any Agreement provision.

Section 24. No Waiver. Swan's failure to exercise any remedy or right or its delay in the exercise of any remedy or right shall not operate as a waiver thereof.

Section 25. Attorney's fees. Should either party sue or arbitrate disputes arising from this Agreement, the prevailing party shall be entitled to recover its expert fees, collection costs, attorney's fees and court/arbitration costs, including fees and costs incurred on appeal.

Section 26. Definitions. As used herein the following capitalized terms shall have the meanings and definitions given:

“**Carrier**” means the Carrier first above indicated.

“**Effective Date**” means _____, 20____.

“**Federal Law**” means any and all provisions of the United States Code including but not limited to those contained in Title 49 thereof relating to motor carrier transportation services, shipments, freight brokers and including but not

limited to the Motor Carrier Act of 1980 (as such Act is thereafter amended or modified) and including all rules, regulations and other provisions including but not limited to those provisions set forth in Title 49 of the Code of Federal Regulations, as such rules and regulations are hereafter amended.

“**FMSCA**” means the Federal Motor Carrier Safety Administration (or its predecessor or successor agency) within the United States Department of Transportation.

“**Goods**” means the Goods to be shipped by Carrier and made the subject of each Rate Confirmation.

“**Owner**” means the Owner of the Goods made the subject of each Rate Confirmation.

“**Rate Confirmation**” means the Rate Confirmation for each shipment of Goods made the subject of this Agreement.

“**Registered Motor Carrier**” means Carrier is operated under a property authority issued by the Federal Motor Carrier Safety Administration.

“**Registered Motor Carrier**” means Carrier is operated under a proper authority issued by the FMSCA.

“**Shipper**” means the Shipper designated on any Rate Confirmation, bill of lading or other instrument describing the shipment of Goods.

“**Swan**” means Swan Transportation Services, Ltd., its successors and assigns.

SWAN TRANSPORTATION SERVICES, LTD.

CARRIER: _____



Signature: _____

Signature: _____

Printed Name: Winston Jones

Printed Name: _____

Title: President

Title: _____

Notification Address:

Notification Address: _____

1820 Shiloh Rd, Ste. 1303
Tyler, TX 75703

Request for Taxpayer Identification Number and Certification

**Give form to the
requester. Do not
send to the IRS.**

| | | |
|--|--|---|
| Print or type see Specific Instructions on page 2. | Name (as shown on your income tax return) | |
| | Business name, if different from above | |
| | Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ | |
| | Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| | City, state, and ZIP code | |
| List account number(s) here (optional) | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

| |
|--------------------------------|
| Social security number |
| : : : : : : |
| OR |
| Employer identification number |
| : : : : : : |

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



AUTHORIZATION AGREEMENT FOR DIRECT DEPOSIT

**We are able to make payments via Direct Deposit rather than check.
All Carrier Partners that have a U.S. Bank account are eligible.**

Company Name: _____

I (we) hereby authorize **SWAN TRANSPORTATION SERVICES, LTD.**, hereinafter called COMPANY, to initiate credit entries to my (our) _____ Checking Account/_____ Savings Account (**select one**) at the depository financial institution named below, hereafter called DEPOSITORY, and to credit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Depository Name: _____ Branch: _____

City: _____ State: _____ Zip: _____

Routing Number: _____ Account Number: _____

**** INCLUDE COPY OF VOIDED CHECK ****

This authorization is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it. I (we) understand it is our responsibility to resubmit an authorization form for any changes I (we) may make to the depository banking institution and/or accounts.

Name: _____ Title: _____
(Please Print)

Signature: _____ Date: _____

Email Address for Payment Detail: _____



QUICK PAY AGREEMENT

The following carrier requests **“Quick Pay”** :

Carrier Name: _____

MC Number: _____

Mailing (delivery) Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

QUICK PAY OPTIONS: (choose only one option)

_____ 4% discount of total invoice- Payable in two (2) business days

_____ 2.5% discount of total invoice - Payable in five (5) business days

UPON RECEIPT OF AN INVOICE FROM THE CARRIER THAT IS CLEARLY MARKED “QUICK PAY”, Swan Transportation Services, Ltd. agrees to pay the carrier at the Quick Pay Option chosen above upon receipt of the invoice and bills of lading. **“Quick Pay” invoices received by 10am will be processed for payment that day. “Quick Pay invoices received after 10am will be considered received as of the next business morning and will be processed for payment that morning, by 10am.** The invoice and accompanying bills of lading must be clear and free of any problems. Faxed or emailed invoices and bills of lading are accepted but must be legible. **Weekends and holidays are not considered to be business days.** Invoices in the amount of \$300.00 or less will not be eligible for “Quick Pay”. **Invoices that have been assigned to a factoring company or invoices that are for loads that have been doubled brokered are excluded from this agreement.**

Direct Deposit is available to all carriers. If direct deposit is not chosen, checks will be mailed via the United States Postal Service.

This agreement will become an addendum to the “Broker Carrier” contract previously agreed to by the carrier and Swan Transportation Services, Ltd. Swan Transportation Services, Ltd. may at any time make changes to this agreement for the conduct of its business, as it may, in its judgment, deem necessary or desirable. This agreement may be cancelled at any time. Any such amendments or cancellations will be effective after notice of the amendments has been made to the participating carriers.

Carrier Authorized Signature

Print Name

Date

Choose One:

_____ Direct Deposit

_____ Regular Mail



COMPANY INFORMATION

CORPORATE/BILLING OFFICE: (NOT A DISPATCH OFFICE)

Mailing Address: 1820 Shiloh Rd., Ste. 1303
Tyler, TX 75703

Phone: (903) 705-0441

Fax: (903) 617.6887

Web Address: www.swantrans.com

Accounts Payable: payables@swantrans.com

Dun & Bradstreet # 80-439-0516

Bank Information: Southside Bank
Contact: Peter Boyd
P. O. Box 1079
Tyler, Texas 75710
(903) 581-9713

Carrier Billing Requirements:

Carrier Invoice (Carrier's that have chosen Quick Pay must write "Quick Pay" on each invoice)
Signed bills of lading/delivery receipts/lumper receipts etc.
Signed Swan rate confirmation

Member Organizations:

Transportation Intermediaries Association (TIA) – Member since 2002
Performance Certified Program (formerly P3 Program) – Member since 2002
National Association of Small Trucking Companies (NASTC) – Member since 2007

PM-25
(Rev. 1/95)

SERVICE DATE
January 29, 1998

FEDERAL HIGHWAY ADMINISTRATION

LICENSE

MC 330163 B

SWAN TRANSPORTATION SERVICES, LLC
TYLER, TX, US

This license is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a **broker, arranging for transportation of freight (except household goods)** by motor vehicle.

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). Applicant shall also render reasonably continuous and adequate service under this authority. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Thomas T. Vining
Chief, Licensing and Insurance Division

SERVICE DATE
May 04, 2000

**DEPARTMENT OF TRANSPORTATION
FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION**

DECISION

No. MC-330163
SWAN TRANSPORTATION SERVICES, LLC

TYLER, TX

REENTITLED

SWAN TRANSPORTATION SERVICES, LTD

On Apr 12, 2000, applicant filed a request to have the FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION'S records changed to reflect a name change.

It is ordered:

The FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION'S records are amended to reflect the carrier's name as SWAN TRANSPORTATION SERVICES, LTD.

Within 30 days after this decision is served, the applicant must establish that it is in full compliance with the statute and the insurance regulations by having amended filings on prescribed FMCSA forms (BMC91 or 91X or 82 for bodily injury and property damage liability, BMC 34 or 83 for cargo liability, or a BMC 84 or 85 for property broker security and BOC-3 for designation of agents upon whom process may be served) submitted on its behalf. Copies of Form MCS-90 or other "certificates of insurance" are not acceptable evidence of insurance compliance. Insurance and BOC-3 filings should be sent to FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION, 400 Virginia Ave., SW, Suite 600, Washington, DC 20024.

The applicant is notified that failure to comply with the terms of this decision shall result in revocation of its operating rights registration, effective 30 days from the service date of this decision.

To verify that the applicant is in full compliance, call (202) 358-7000 or visit our web site at: <http://fhwa-li.volpe.dot.gov/>. Any other questions regarding the action taken should be directed to (202) 358-7028/7029.

Decided: May 01, 2000

By the FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION.

Terry Shelton, Acting Director
Office Data Analysis & Information Systems

B.M.C. 85

Approved by OMB
2126-0017

FILER ICC
ACCOUNT NO. 25535

License No.
MC **330163**

PROPERTY BROKER'S TRUST FUND AGREEMENT UNDER 49 U.S.C. 13906
OR NOTICE OF CANCELLATION OF THE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That we **SWAN TRANSPORTATION SERVICES, LTD.**
(Broker)

of **1820 Shiloh Rd. Ste. 1303, Tyler, TX 75703** as TRUSTOR (hereinafter called Trustor)
(Street) (City) (State) (Zip)

and **U. S BANK, N.A.**, a financial institution created and existing under the laws of
(Name of Trustee)

the United States of America as TRUSTEE (hereinafter called Trustee)
(State or District of Columbia)

hold and firmly bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally firmly by these presents.

WHEREAS, the Trustor is or intends to become a Broker pursuant to the provisions of the Title 49 U.S.C. 13904, and the rules and regulations of the Federal Motor Carrier Safety Administration relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the Federal Motor Carrier Safety Administration such a Trust Fund Agreement as will ensure financial responsibility and the supplying of transportation subject to the ICC Termination Act of 1995 in accordance with contracts, agreements, or arrangements therefore, and

WHEREAS, this Trust Fund Agreement is written to assure compliance by the Trustor as a licensed Property Broker of Transportation by motor vehicle with 49 U.S.C. 139069b), and the rules and regulations of the Federal Motor Carrier Safety Administration, relating to insurance or other security for the protection of motor carriers or shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Trustor may be legally liable for any of the damages herein described.

NOW, THEREFORE, the trustor and trustee, to accomplish the above, agree as follows:

1. Trustee agrees that payments made pursuant to the security provided herein to shippers and motor carriers pursuant to this Agreement will be made exclusively and directly to shippers or motor carriers that are parties to contracts, agreements or arrangements with Trustor.
2. Trustee agrees that the protection afforded to shippers and motor carriers hereby will continue until any and all claims made by shippers or motor carriers for which Trustor may be legally liable have been settled or until the funds deposited by Trustor pursuant to this Agreement have been exhausted, whichever comes first.
3. The parties hereto acknowledge and certify that said Trustee shall exclusively manage the security and trust fund, as herein set forth, and shall have legal title to the security and trust fund, pursuant to the terms and conditions as set forth in this Agreement. Further, the parties hereto, and the said Trustee, as evidenced by their signatures to this agreement, acknowledge and certify and (a) said Trustee, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustor, and (b) said Trustor, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustee.
4. Trustee acknowledges the receipt of the sum of Ten Thousand Dollars (\$10,000.00), to be held in trust under the terms and conditions set forth herein.
5. Trustee may, within its sole discretion, invest the funds comprising the corpus of this trust fund consistent with its fiduciary obligation under applicable law.
6. Trustee shall pay, up to a limit of Ten Thousand Dollars (\$10,000.00) directly to a shipper or motor carrier any sum or sums which Trustee, in good faith, determines the Trustor has failed to pay and would be held legally liable by reason of Trustor's failure to perform faithfully its contracts, agreements, or arrangement for transportation by authorized motor carriers, made by Trustor while this agreement is in effect, regardless of the financial responsibility of lack thereof, or the solvency or bankruptcy, of Trustor.
7. In the event that the trust fund is drawn upon and the corpus of the trust fund is a sum less than Ten Thousand Dollars (\$10,000.00), Trustor shall, within thirty (30) days, replenish the trust fund up to Ten Thousand Dollars (\$10,000.00) by paying to the Trustee a sum equal to the difference between the existing corpus of the trust fund and Ten Thousand Dollars (\$10,000.00).
8. Trustee shall immediately give written notice to the FMCSA of all lawsuits filed, judgments rendered, and payments made under this trust agreement and of any failure by Trustor to replenish the trust fund as required herein.
9. This agreement may be canceled at any time upon thirty (30) days written notice by the Trustee or Trustor to the FMCSA on the form printed at the bottom of this agreement. The thirty (30) day notice period shall commence upon actual receipt of a copy of the trust fund agreement with the completed notice of cancellation at the FMCSA's Washington, DC office. The Trustee and/or Trustor specifically agree to file such written notice of cancellation.

10. All sums due to the Trustee as a result, directly or indirectly, of the administration of the trust fund under this agreement shall be billed directly to Trustor and in no event shall said sums be paid from the corpus of the trust fund herein established.

11. Trustee shall maintain a record of all financial transactions concerning the Fund, which will be available to Trustor upon request and reasonable notice and to the FMCSA upon request.

12. This agreement shall be governed by the laws of the State of Pennsylvania, to the extent not inconsistent with the rules and regulations of the FMSCA.

This trust fund agreement is effective the 22nd day of August, 2004, 12:01 a.m., standard time at the address of the Trustor as stated herein and shall continue in force until terminated as herein provided.

Trustee shall not be liable for payments of any of the damages hereinbefore described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Trustor for the supplying of transportation after the cancellation of the Agreement, as herein provided, but such cancellation shall not affect the liability of the Trustee for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Trustor for the supplying of transportation prior to the date such cancellation becomes effective.

IN WITNESS WHEREOF, the said Trustor and Trustee have executed this instrument on the 3rd day of May, 2007

TRUSTOR

TRUSTEE

Name SWAN TRANSPORTATION SERVICES, LTD.

Name U. S. BANK, N.A. c/o TIA Services, Inc. – Trust Administrator

Address 1820 Shiloh Rd, Ste. 1303, Tyler, TX 75703

P. O. Box 81860, Las Vegas, NV 89180
Address 2650 Lake Sahara Dr. #200, Las Vegas, NV 89117

Telephone No. (903) 705-0441

Telephone No. (888) 231-4453

By Winston Jones, President

By U. S. Bank – Vice President

Witness _____

David P. Carney
Witness Trust Administrator

Only financial institutions may qualify to act as Trustee. Trustee, by the above signature, certifies that it is a financial institution and has legal authority to assume the obligations of Trustee and the financial ability to discharge them.



CREDIT REFERENCES

Tennessee Steel Haulers, Inc
P. O. Box 100991
Nashville, TN 37224
(615) 271-2400
(615) 271-2450 – Fax

Long Haul Trucking, Inc.
P. O. Box 161
Glenwood, MN 56334
(763) 497-3727
(800) 255-5153 – Fax

Goldrush Transport
P. O. Box 535036
Grand Prairie, TX 75053
(972) 623-0111
(972) 623-1611 – Fax

Landstar Inway
12793 Collections Center Dr.
Chicago, IL 60693
(815) 972-5023
(815) 972-5281 – Fax

Atlas Specialized Transport
8425 213th St. West
Lakeville, MN 55044
(952) 985-5400
(952) 985-5599 – Fax

M & A Carriers, Inc.
470 Lower Meigs Rd.
DFW Airport, TX 75261
(229) 891-0556
(229) 891-3006 – Fax

BT Trucking, Inc.
2600 S. 25th Ave, #K
Broadview, IL 60155
(708) 343-2090
(708) 343-2597 - Fax

Douglas Transportation, Inc.
1331 US Hwy. 80 East
Mesquite, TX 75150
(972) 289-7843
(972) 329-7239 - Fax

Bowie Transportation
P. O. Box 23020
San Antonio, TX 78223
(800) 275-0531
(210) 359-0027 – Fax

C & M Transport, Inc.
342 Blackbrook Road
Painesville Township, OH 44077
(800) 953-0802
(440) 953-0857 – Fax

D & G Transportation Inc.
P. O. Box 856
Germantown, WI 53022
(262) 251-9077
(262) 251-8360 – Fax

Fikes Truck Line, Inc.
P O Box 662
Hope, AR 71802
(870) 777-6540
(870) 777-2592 – Fax