



You know your destination.
We know how to get there.



WHY SWAN TRANSPORTATION?

Swan Transportation Services is your one source truck transportation provider. The scope of the services we can provide include:

Vans

Rollerbeds

Reefers

Flatbeds and Drop decks

Specialty and Over Dimensional

Single and Team Service

All 48 States

Straight Trucks

Logistics Vans

Cargo Vans

Power Only

Blanket Wrap

Truckload or LTL

Canada

Our carrier database is one of the largest and most diverse in the industry, and our pricing is designed to be competitive for the type of equipment and service level provided.

Swan Transportation can help your company with any specialized schedules and needs you may have. We thrive on our ability to customize our services to meet our customer's ground transportation needs.

We specialize in expedited and special handling needs.

You know your destination.
We know how to get there.

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

**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, Suite 1001 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 agrees to file such written notice of cancellation.

This trust fund agreement is effective the 29th day of May, 2012, 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 this 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 29th day of May, 2012.

TRUSTOR

TRUSTEE

Company Name Swan Transportation Services, Ltd

Name of Institution U.S. Bank, N.A. c/o TIA Services, Inc.

[SEAL]

Address 1820 Shiloh Road, Suite 1001, Tyler, TX 75703

Address 1625 Prince Street, Suite 200, Alexandria, VA 22314

[SEAL]

Telephone No. 903-705-0441

Telephone No. (703) 299-5700

Kathy Jessie
(Print Name)

(Print Name)

Kathy Jessie - Manager
(Signature and Title)

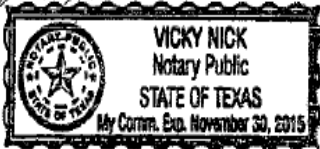
(Signature and Title)

Witness [Signature]

Witness Zuleika Medina

Zuleika Medina, 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.



NOTICE OF CANCELLATION

THIS IS TO ADVISE THAT THE ABOVE BROKER TRUST FUND AGREEMENT EXECUTED ON THE ____ DAY OF ____ IS HEREBY CANCELED AS SECURITY IN COMPLIANCE WITH THE FMCSA SECURITY REQUIREMENTS UNDER 49 U.S.C. 13906(b) and 49 CFR 387.307, EFFECTIVE AS OF THE ____ DAY OF _____, _____, 12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE TRUSTOR, PROVIDED SUCH DATE IS NOT LESS THAN THIRTY (30) DAYS AFTER THE ACTUAL RECEIPT OF THIS NOTICE BY THE FMCSA.

DATE SIGNED

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF TRUSTEE OR TRUSTOR



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/5/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Avalon Risk Management 150 Northwest Point Boulevard, 4th Floor Elk Grove Village, IL 60007	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Swan Transportation Services, Ltd 1820 Shiloh Road, Ste 1001 Tyler, TX 75703	INSURER A: Great American Alliance Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATU-TORY LIMITS	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
	TIA Performance Certified Program			8100146	7/2/12	7/1/13	Great American Alliance Insurance Company	\$ 90,000. Bond

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Excess coverage for claims exceeding the \$10,000 BMC-85 broker trust fund agreement of the FMCSA licensed property broker named herein as the Insured. See bond terms for scope of coverage.

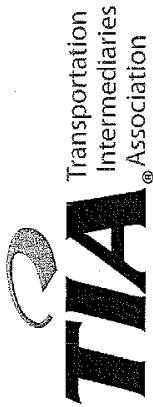
CERTIFICATE HOLDER

Evidence of coverage for benefit of shippers and carriers of Named Insured only.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Swan Transportation Services, Ltd.



is


PERFORMANCE CERTIFIED

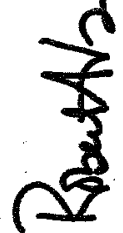
by the Transportation Intermediaries Association

indicating the company's commitment
to the most professional industry standards
and
participation in TIA's
Guaranteed Payment Program



Valid through July 2013 - Bond 8100146, with a limit of \$100,000.00


Gilles Roch, CTB
Chairman
TIA Services


Robert A. Voltmann
President & CEO
Transportation Intermediaries Association

\$10,000 of this bond is underwritten by TIA Services 703.299.5700.

This bond is underwritten by Avalon Risk Management and Great American Alliance Insurance Company.

**SWAN TRANSPORTATION SERVICES, LTD.
CREDIT APPLICATION**

Firm Name _____
Billing Address _____ City _____ State _____ Zip _____
Street Address _____ City _____ State _____ Zip _____
Phone () _____ (800) _____ Fax () _____ MC# _____
AP Contact _____ Phone () _____ E-Mail _____
Type of Business _____

Type of Ownership: _____ Corporation _____ Partnership _____ Sole Proprietorship _____ Other _____
Federal ID # _____ Year Business Established _____ Dun & Bradstreet # _____
Affiliate Companies _____
Branch Offices _____

Corporate Principals/Partners/Owner

Name _____ Title _____
Name _____ Title _____

Credit References

Please list three truckload **carrier** credit references that you have done business with at least one year.

Creditor _____ Phone () _____ City _____ State _____
Creditor _____ Phone () _____ City _____ State _____
Creditor _____ Phone () _____ City _____ State _____

Financial Information

Bank _____ City _____
Phone _____ Officer _____

For Corporate Office Use Only:

Rated: _____
Average Days Pay: _____ Credit Limit: \$ _____ Customer #: _____

**SWAN TRANSPORTATION SERVICES, LTD.
CREDIT APPLICATION TERMS**

1. If invoice payment is not received by Swan Transportation Services, Ltd. ("Broker") within thirty (30) days of the invoice date, the undersigned ("Shipper") shall pay a finance charge of one and one-half percent (1½ %) monthly (annual percentage rate 18%) on all unpaid amounts, less credits and unpaid finance charges, from the date of the invoice. The finance charge shall in no event exceed the maximum rate which is permitted by law. In the event any finance charge exceeds that which is permitted by law, any such excess shall be deemed a mistake and the excess shall, at the option of Broker, either be refunded to Shipper or credited to the unpaid balance of the account.

2. Shipper agrees that all claims for goods shipped, goods damaged in transit, untimely shipments and all other claims shall be made against the carrier, and not against Broker. Broker shall not be liable for any loss, damage or delay caused by the carrier's negligence, including the carrier's willful misconduct or reckless disregard for the condition, safety or timely delivery of the goods.

3. Shipper agrees to pay all attorney's fees, costs, court costs and expenses incurred by Broker in connection with any efforts deemed reasonably necessary by Shipper for the enforcement of any of the terms of this agreement or the collection of the unpaid balance of any invoice or other sum due to Broker.

4. THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THIS AGREEMENT AND ALL OBLIGATIONS ARISING HEREUNDER SHALL BE DEEMED TO BE PERFORMABLE IN TYLER, SMITH COUNTY, TEXAS. The parties agree and consent to the exercise of jurisdiction by the courts of Smith County, Texas to determine any dispute relating to this agreement, performance hereunder, or any asserted breach hereof. No provision of this agreement shall be modified or limited except as agreed to in writing by the parties hereto. If any provision shall for any reason be or become invalid or unenforceable, the remainder shall not be affected thereby.

5. **This agreement cannot be modified, amended, limited or suspended unless in writing and signed by Broker.** This agreement together with the invoices and any Shipper/Broker Transportation Agreement between the parties (the "Transportation Agreement") constitute the entire agreement of the parties. No agreements, representations or warranties other than those in this agreement and contained in the body of the invoices shall be binding unless made in writing and signed by both parties. In the event of any conflict between these Credit Application Terms and the Transportation Agreement, the terms of the Transportation Agreement shall control.

I (we) fully understand these terms and agree to the proper payment in consideration of the services to be rendered by Broker and the extension of credit.

Name of Company Applying for Credit

SWAN TRANSPORTATION SERVICES, LTD.

Signature and Title of Company Representative

Rebecca Micheaux, Operations Manager

Printed Name and Title of Company Representative