

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 10-K

(mark one)

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934  
For the fiscal year ended December 31, 2023  
or  
 TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934  
For the transition period from \_\_\_\_\_ to \_\_\_\_\_  
Commission file number 001-35007



**KNIGHT**  
TRANSPORTATION



**SWIFT**  
TRANSPORTATION

**Knight-Swift Transportation Holdings Inc.**

(Exact name of registrant as specified in its charter)

Delaware

20-5589597

(State or other jurisdiction of incorporation or organization)

(I.R.S. Employer Identification No.)

2002 West Wahalla Lane  
Phoenix, Arizona 85027

(Address of principal executive offices and Zip Code)

(602) 269-2000

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock \$0.01 Par Value	KNX	New York Stock Exchange

Securities registered pursuant to section 12(g) of the Act: **None**

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes  No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer

Accelerated Filer

Non-Accelerated Filer

Smaller Reporting Company

Emerging Growth Company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements.

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b).

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

As of June 30, 2023, the aggregate market value of our common stock held by non-affiliates was \$ 8,829,928,560, based on the closing price of our common stock as quoted on the NYSE as of such date.

There were 161,494,465 shares of the registrant's common stock outstanding as of February 19, 2024.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's definitive proxy statement for its 2024 Annual Meeting of Stockholders to be filed with the Securities and Exchange Commission (the "SEC") are incorporated by reference into Part III of this report.



KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.

2023 ANNUAL REPORT ON FORM 10-K

TABLE OF CONTENTS

	PART I	PAGE
<a href="#">Glossary of Terms</a>		<a href="#">2</a>
<a href="#">Item 1. Business</a>		<a href="#">6</a>
<a href="#">Item 1A. Risk Factors</a>		<a href="#">25</a>
<a href="#">Item 1B. Unresolved Staff Comments</a>		<a href="#">37</a>
<a href="#">Item 1C. Cybersecurity</a>		<a href="#">38</a>
<a href="#">Item 2. Properties</a>		<a href="#">41</a>
<a href="#">Item 3. Legal Proceedings</a>		<a href="#">43</a>
<a href="#">Item 4. Mine Safety Disclosures</a>		<a href="#">43</a>
	PART II	
<a href="#">Item 5. Market for the Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities</a>		<a href="#">43</a>
<a href="#">Item 6. Reserved</a>		<a href="#">44</a>
<a href="#">Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations</a>		<a href="#">45</a>
<a href="#">Item 7A. Quantitative and Qualitative Disclosures About Market Risk</a>		<a href="#">73</a>
<a href="#">Item 8. Financial Statements and Supplementary Data</a>		<a href="#">74</a>
<a href="#">Item 9. Changes in and Disagreements With Accountants on Accounting and Financial Disclosure</a>		<a href="#">127</a>
<a href="#">Item 9A. Controls and Procedures</a>		<a href="#">127</a>
<a href="#">Item 9B. Other Information</a>		<a href="#">130</a>
<a href="#">Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections</a>		<a href="#">130</a>
	PART III	
<a href="#">Item 10. Directors, Executive Officers and Corporate Governance</a>		<a href="#">130</a>
<a href="#">Item 11. Executive Compensation</a>		<a href="#">130</a>
<a href="#">Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters</a>		<a href="#">130</a>
<a href="#">Item 13. Certain Relationships and Related Transactions, and Director Independence</a>		<a href="#">131</a>
<a href="#">Item 14. Principal Accountant Fees and Services</a>		<a href="#">131</a>
	PART IV	
<a href="#">Item 15. Exhibits and Financial Statement Schedules</a>		<a href="#">132</a>
<a href="#">Item 16. Form 10-K Summary</a>		<a href="#">136</a>
<a href="#">Signatures</a>		<a href="#">137</a>

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**

**2023 ANNUAL REPORT ON FORM 10-K**

**GLOSSARY OF TERMS**

*The following glossary provides definitions for certain acronyms and terms used in this Annual Report on Form 10-K. These acronyms and terms are specific to our company, commonly used in our industry, or are otherwise frequently used throughout our document.*

Term	Definition
<b>Knight-Swift/the Company/Management/We/Us/Our</b>	Unless otherwise indicated or the context otherwise requires, these terms represent Knight-Swift Transportation Holdings Inc. and its subsidiaries.
<b>Annual Report</b>	Annual Report on Form 10-K
<b>2012 ESPP</b>	Employee Stock Purchase Plan, effective beginning in 2012, amended and restated in 2018
<b>2014 Stock Plan</b>	The Company's second amended and restated 2014 Omnibus Incentive Plan
<b>2017 Merger</b>	The September 8, 2017 merger of Knight and Swift, pursuant to which we became Knight-Swift Transportation Holdings Inc.
<b>2021 Debt Agreement</b>	The Company's unsecured credit agreement, entered into on September 3, 2021, consisting of the 2021 Revolver and 2021 Term Loans, which are defined below
<b>2021 Prudential Notes</b>	The unsecured Second Amended and Restated Note Purchase and Private Shelf Agreement, entered into on September 3, 2021, maturing October 2023 through January 2028
<b>2021 Revolver</b>	Revolving line of credit under the 2021 Debt Agreement, maturing on September 3, 2026
<b>2021 Term Loans</b>	The Company's term loans under the 2021 Debt Agreement, collectively consisting of the 2021 Term Loan A-1, 2021 Term Loan A-2 and 2021 Term Loan A-3
<b>2021 Term Loan A-1</b>	The Company's term loan under the 2021 Debt Agreement, which matured on December 3, 2022
<b>2021 Term Loan A-2</b>	The Company's term loan under the 2021 Debt Agreement, maturing on September 3, 2024
<b>2021 Term Loan A-3</b>	The Company's term loan under the 2021 Debt Agreement, maturing on September 3, 2026
<b>2023 Term Loan</b>	The Company's term loan entered into on June 22, 2023, maturing on September 3, 2026
<b>2022 RSA</b>	Sixth Amendment to the Amended and Restated Receivables Sales Agreement, entered into on October 3, 2022 by Swift Receivables Company II, LLC with unrelated financial entities
<b>2023 RSA</b>	Seventh Amendment to the Amended and Restated Receivables Sales Agreement, entered into on October 23, 2023 by Swift Receivables Company II, LLC with unrelated financial entities
<b>ACT</b>	AAA Cooper Transportation, and its affiliated entity
<b>ACT Acquisition</b>	The Company's acquisition of 100% of the securities of ACT on July 5, 2021
<b>ASC</b>	Accounting Standards Codification Topic (or subtopic)
<b>ASU</b>	Accounting Standards Update
<b>Board</b>	Knight-Swift's Board of Directors
<b>BSBY</b>	Bloomberg Short-Term Bank Yield Index
<b>COVID-19</b>	Viral strain of a coronavirus which led the World Health Organization to declare a global pandemic in March 2020
<b>C-TPAT</b>	Customs-Trade Partnership Against Terrorism
<b>CSA</b>	Compliance Safety Accountability
<b>DOT</b>	United States Department of Transportation
<b>ELD</b>	Electronic Logging Device
<b>Eleos</b>	Eleos Technologies, LLC
<b>Embark</b>	Embark Technology Inc. and its related entities
<b>EPA</b>	United States Environmental Protection Agency
<b>EPS</b>	Earnings Per Share
<b>FASB</b>	United States Financial Accounting Standards Board
<b>FLSA</b>	United States Fair Labor Standards Act
<b>FMCSA</b>	United States Federal Motor Carrier Safety Administration
<b>GAAP</b>	United States Generally Accepted Accounting Principles

KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.

2023 ANNUAL REPORT ON FORM 10-K

GLOSSARY OF TERMS

*The following glossary provides definitions for certain acronyms and terms used in this Annual Report on Form 10-K. These acronyms and terms are specific to our company, commonly used in our industry, or are otherwise frequently used throughout our document.*

Term	Definition
<b>GDP</b>	Gross Domestic Product
<b>Knight</b>	Unless otherwise indicated or the context otherwise requires, this term represents Knight Transportation, Inc. and its subsidiaries.
<b>LTL</b>	Less-than-truckload
<b>Mohave</b>	Mohave Transportation Insurance Company, a wholly-owned captive insurance subsidiary
<b>MME</b>	MME, Inc. and its subsidiary, Midwest Motor Express, Inc.
<b>NASDAQ</b>	National Association of Securities Dealers Automated Quotations
<b>NLRB</b>	United States National Labor Relations Board
<b>NYSE</b>	New York Stock Exchange
<b>Red Rock</b>	Red Rock Risk Retention Group, Inc., a wholly-owned captive insurance subsidiary
<b>RSU</b>	Restricted Stock Unit
<b>SEC</b>	United States Securities and Exchange Commission
<b>SOFR</b>	Secured overnight financing rate as administered by the Federal Reserve Bank of New York
<b>SPA</b>	Stock Purchase Agreement
<b>Swift</b>	Unless otherwise indicated or the context otherwise requires, this term represents Swift Transportation Company and its subsidiaries.
<b>U.S. Xpress</b>	U.S. Xpress Enterprises, Inc. and its subsidiaries
<b>U.S. Xpress Acquisition</b>	The Company's acquisition of 100% of the securities of U.S. Xpress on July 1, 2023
<b>UTXL</b>	UTXL Enterprises, Inc.
<b>US</b>	The United States of America
<b>Warehousing Co.</b>	Warehousing company, acquired by the Company on January 1, 2020

**PART I**

**CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS**

This Annual Report contains certain statements that may be considered "forward-looking statements" within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act") and Section 27A of the Securities Act of 1933, as amended. All statements, other than statements of historical or current fact, are statements that could be deemed forward-looking statements, including without limitation:

- any projections of earnings, revenues, cash flows, dividends, capital expenditures, or other financial items,
- any statement of plans, strategies, and objectives of management for future operations,
- any statements concerning proposed acquisition plans, new services or developments,
- any statements regarding future economic conditions or performance, and
- any statements of belief and any statements of assumptions underlying any of the foregoing.

In this Annual Report, forward-looking statements include statements we make concerning:

- our ability to gain market share and adapt to market conditions, the ability of our infrastructure to support future growth, future market position, and the ability, desire, and effects of expanding our service offerings (including expansion of our LTL network), whether we grow organically or through potential acquisitions,
- our ability to recruit and retain qualified driving associates,
- future safety performance,
- future performance of our segments or businesses,
- future capital expenditures, equipment prices (including used equipment) and availability, our equipment purchasing or leasing plans, and mix of our owned versus leased revenue equipment, and our equipment turnover,
- the impact of pending legal proceedings,
- future insurance claims, coverage, coverage limits, premiums, and retention limits, including exposure through our Iron Insurance line of business,
- the expected freight environment, including freight demand, capacity, seasonality, and volumes,
- economic conditions and growth, including future inflation, consumer spending, supply chain conditions, labor supply and relations, and US Gross Domestic Product ("GDP") changes,
- expected liquidity and methods for achieving sufficient liquidity, including our expected need or desire to incur indebtedness and our ability to comply with debt covenants,
- future fuel prices and availability and the expected impact of fuel efficiency initiatives,
- future expenses, including depreciation and amortization, interest rates, cost structure, and our ability to control costs,
- future rates, operating profitability and margin, asset utilization, and return on capital,
- future third-party service provider relationships and availability, including pricing terms,
- future contracted pay rates with independent contractors, ability to lease equipment to independent contractors, and compensation arrangements with driving associates,
- future capital allocation, capital structure, capital requirements, and growth strategies and opportunities,
- future share repurchases and dividends,
- future tax rates,
- expected tractor and trailer fleet age, fleet size, and demand for trailer fleet,
- future investment in and deployment of new or updated technology or services,
- future classification of our independent contractors, including the impact of new laws and regulations regarding classification,
- political conditions and regulations, including conflicts, trade regulation, quotas, duties, or tariffs, and any future changes to the foregoing,
- the U.S. Xpress transaction, including integration efforts and any future effects of the acquisition, and
- others.

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**

Such statements may be identified by their use of terms or phrases such as "believe," "may," "could," "will," "would," "should," "expects," "designed," "likely," "foresee," "goals," "seek," "target," "forecast," "estimates," "projects," "anticipates," "plans," "intends," "hopes," "strategy," "objective," "mission," "continue," "outlook," "potential," "feel," and similar terms and phrases. Forward-looking statements are based on currently available operating, financial, and competitive information. Forward-looking statements are inherently subject to risks and uncertainties, some of which cannot be predicted or quantified, which could cause future events and actual results to materially differ from those set forth in, contemplated by, or underlying the forward-looking statements. Factors that could cause or contribute to such differences include, but are not limited to, those discussed in Item 1A. "Risk Factors" of this Annual Report, and various disclosures in our press releases, stockholder reports, and other filings with the SEC.

All such forward-looking statements speak only as of the date of this Annual Report. You are cautioned not to place undue reliance on such forward-looking statements. We expressly disclaim any obligation or undertaking to publicly release any updates or revisions to any forward-looking statements contained herein, to reflect any change in our expectations with regard thereto, or any change in the events, conditions, or circumstances on which any such statement is based.

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**

**ITEM 1. BUSINESS**

*Certain acronyms and terms used throughout this Annual Report are specific to our company, commonly used in our industry, or are otherwise frequently used throughout our document. Definitions for these acronyms and terms are provided in the "Glossary of Terms," available in the front of this document.*

## **Company Overview**

Knight-Swift Transportation Holdings Inc. is one of North America's largest and most diversified freight transportation companies, providing multiple full truckload, LTL, intermodal, and other complementary services. Our objective is to operate our business with industry-leading margins, continued organic growth and growth through acquisitions while providing safe, high-quality, cost-effective solutions for our customers. Knight-Swift uses a nationwide network of business units and terminals in the US and Mexico to serve customers throughout North America. In addition to operating one of the country's largest truckload fleets, Knight-Swift also contracts with third-party equipment providers to provide a broad range of transportation services to our customers while creating quality driving jobs for our driving associates and successful business opportunities for independent contractors.

During 2023, we covered 1.6 billion loaded miles for shippers throughout North America, contributing to consolidated total revenue of \$7.1 billion and consolidated operating income of \$0.3 billion. During 2023, the Truckload segment operated an average of 20,948 tractors (comprised of 18,821 company tractors and 2,127 independent contractor tractors) and 87,865 trailers. Our LTL segment operated an average of 3,201 tractors and 8,482 trailers. Additionally, the Intermodal segment operated an average of 639 tractors and 12,730 intermodal containers. Our four reportable segments are Truckload, LTL, Logistics, and Intermodal.

We have historically grown through a combination of organic growth, and through mergers and acquisitions (discussed below). Mergers and acquisitions have enhanced our business and service offerings with additional terminals, driving associates, revenue equipment, and capacity. Our multiple service offerings, capabilities, and transportation modes enable us to transport, or arrange transportation for, general commodities for our diversified customer base throughout the US and Mexico using our equipment, information technology, and qualified driving associates and non-driver employees. We are committed to providing our customers with a wide range of full truckload, LTL, logistics, and intermodal services and continuing to invest considerable resources toward developing a range of solutions for our customers across multiple service offerings and transportation modes. Our overall objective is to provide full truckload, LTL, logistics, and intermodal services that, when combined, lead the industry in margin and growth, while providing efficient and cost-effective solutions for our customers.

## **Business Combinations and Investments**

We became Knight-Swift Transportation Holdings Inc. on September 8, 2017 through the 2017 Merger transaction. Since 1966, we have continuously expanded our nationwide network and our service offerings through organic growth, as well as through the acquisition of twenty-four companies.

See Note 1 and Note 4 in Part II, Item 8 in this Annual Report, for more information regarding the 2017 Merger and our recent acquisitions. See Note 6 in Part II, Item 8 in this Annual Report, regarding our partnership agreements with Transportation Resource Partners and our other equity investments in transportation-related companies.

## Industry and Competition

The trucking industry has two primary types of motor carriers: full truckload and LTL. Full truckload carriers represent the largest part of the transportation supply chain for most retail and manufactured goods in North America and typically transport a full trailer (or container) of freight for a single customer from origin to destination without intermediate sorting and handling. By contrast, LTL carriers typically transport multiple shipments from multiple customers in the same trailer (or container). LTL shipments are then sent through a network of service centers where they may be conveyed to other trailers with nearby destinations. Generally, the full truckload industry is compensated based on miles, whereas the LTL industry is compensated based on freight density and length of haul. Overall, the US transportation and logistics industry is large, fragmented, and highly competitive. We compete with thousands of full truckload carriers, most of whom operate significantly smaller fleets than we do, as well as a number of national, regional, and inter-regional LTL carriers. Our trucking segments compete with other motor carriers for the services of driving associates, independent contractors, and management and other employees. To a lesser extent, our intermodal and logistics businesses compete with railroads, LTL carriers, logistics providers, and other transportation companies. Our logistics businesses compete with other logistics companies for the services of third-party capacity providers and management employees.

Our industry has recently encountered the following major economic cycles:

Period	Economic Cycle
2017 — 2019	strong cycle, driven by a record pricing climate through 2018. The industry experienced increased demand through 2018 for transportation services, including contract and non-contract market demand, partially due to a strong retail season. Capacity became tighter in the second half of 2017 and throughout 2018, due to increasing government regulation, the driver shortage, and severe storms interrupting business, among other factors. Capacity increased in the second half of 2018 leading to an oversupply during 2019, lower spot market rates, and downward pressure on contract rates.
2020 — 2021	the COVID-19 pandemic led to a new source of volatility throughout the global market in 2020. Economic activities were significantly curtailed across the nation at the onset of 2020, but began to resume in the second half of the year. Accordingly, demand in the freight market was weak in the beginning of the year and gradually strengthened in the second half of the year. The 2020 freight environment was disrupted, with unpredictable shipping volumes, shifts in pricing, and continued challenges in driver sourcing throughout the year. The COVID-19 pandemic continued to be a source of volatility throughout the global market in 2021 creating supply chain disruptions, increased demand for many products, tight transportation capacity and congestion at ocean ports and rail terminals.
2022 — 2023	some momentum from 2021 continued into the first quarter of 2022, but the remainder of 2022 and 2023 was characterized by uncertainty in the broader economy based on continuing responses to the COVID-19 pandemic abroad, conflicts overseas, waning consumer confidence, and significant inflationary pressures on equipment, fuel, maintenance, labor, and other cost items. Overall consumer demand moderated and shippers worked through inventory overhangs as we experienced ongoing congestion at ports and labor challenges in the rail industry. Capacity, particularly smaller carriers, exited the market, primarily due to diminished non-contract opportunities and meaningfully higher operating costs, leading to a declining used equipment market and a volatile insurance market. These factors culminated in muted peak seasons with fewer spot and project opportunities.

The principal means of competition in our industry are customer service and relationships, capacity, and price. In times of strong freight demand, customer service and capacity become increasingly important, and in times of weak freight demand, pricing becomes increasingly important. Most trucking contracts (other than dedicated contracts) do not guarantee truck availability or shipment volumes. Pricing is influenced by supply and demand.

The trucking industry faces the following primary challenges, which we believe we are well-positioned to address, as discussed under "Our Competitive Strengths" and "Our Mission and Company Strategy," below:

- tightening industry capacity;
- cumulative impacts of regulatory initiatives, such as ELDs, hours-of-service limitations for drivers, and others;
- uncertainty in the economic environment, including inflation, rising interest rates, and changing supply chain and consumer spending patterns;
- driver shortages;
- increased insurance costs as significant verdicts and settlement amounts for accident claims impact the industry;
- significant and rapid fluctuations in fuel prices and availability, including in connection with the conflicts in Ukraine and the Middle East; and

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**

- increased prices for and constrained availability of new revenue equipment, design changes of new engines, advancements in technology of revenue equipment, and volatility in the used equipment sales market and insurance market.

## **Our Competitive Strengths**

As a provider of multiple transportation solutions, including one of North America's largest truckload fleets, we believe that our principal competitive strengths are our regional presence, customer service (including our ability to provide multiple transportation solutions and configuration of equipment that satisfies customers' needs), operating efficiency, cost control, and technological enhancements in our revenue equipment and supporting back-office functions, and our diverse offerings that allow us to offer multiple transportation services.

### **Regional Truckload and LTL Presence**

We believe that regional truckload operations, which expanded with the 2017 Merger and our recent acquisitions of U.S. Xpress, and other companies, combined with our entrance into the LTL industry through our acquisitions of ACT and MME, offer several advantages, including:

- obtaining greater freight volumes,
- achieving higher revenue per mile by focusing on high-density freight lanes to minimize non-revenue miles,
- enhancing our ability to recruit and train qualified driving associates,
- enhancing safety and driving associate development and retention,
- enhancing our ability to provide a high level of service and consistent capacity to our customers,
- enhancing accountability for performance and growth,
- furthering our full truckload capabilities to provide various shipping solutions to our customers,
- expanding into the LTL space,
- furthering our logistics capabilities to contract with more third-party capacity providers, and
- extending our transportation infrastructure, knowledge and scale to strengthen our relationships with third party providers.

### **Operating Efficiency and Cost Control**

We expect to increase operational efficiencies through the adoption of best practices and capabilities across our brands, as well as the overall size of our company. We operate modern tractors and trailers in order to obtain operating efficiencies and attract and retain driving associates. We believe a generally compatible fleet of tractors and trailers simplifies our maintenance procedures and reduces parts, supplies, and maintenance costs. We regulate vehicle speed, which we believe will maximize fuel efficiency, reduce wear and tear, and enhance safety. We continue to update our fleet with more fuel-efficient and emission compliant engines, install aerodynamic devices on our tractors, and equip our trailers with trailer blades, which have led to meaningful improvements in fuel efficiency. We continue to invest capital in new equipment in our Truckload and LTL businesses to take advantage of improvements in tractor cab aerodynamic drag, engine efficiency, and developing fuel saving technologies, including continuing our investment in installing Start-Stop idle reduction technology in substantially all of our tractors to reduce emissions. Our logistics and intermodal businesses focus on effectively optimizing and meeting the transportation and logistics requirements of our customers and providing customers with various sources and modes of transportation capacity across our nationwide service network. We invest in technology that enhances our ability to optimize our freight opportunities while maintaining a low cost per transaction.

### **Customer Service**

We strive to provide superior, on-time service at a meaningful value to our customers and seek to establish ourselves as a preferred transportation solutions provider for our customers. We provide full truckload and LTL capacity for customers in high-density lanes, where we can provide a high level of service, as well as flexible and customized logistics services on a nationwide basis. Our full truckload and LTL services together include dry van, refrigerated, and drayage, dedicated, expedited, and cross-border truckload lanes, customized according to customer needs. Our logistics and intermodal services include brokerage, intermodal, and certain logistics, freight management, and non-trucking services, which provide various shipping alternatives and transportation modes for customers by leveraging our extensive trailer fleet, enabling us to provide "power only" services that offer our customers additional flexibility and efficiency, and utilizing our expansive network of third-party capacity providers and rail partners. We price our full truckload, LTL, logistics, and intermodal services commensurately with the level of service our customers require and market conditions. By providing customers a high level of service, we believe we avoid competing solely based on price.

### **Using Technology that Enhances Our Business**

We purchase and deploy technology that we believe will allow us to operate more safely, securely, and efficiently. Substantially all of our company-owned tractors are equipped with in-cab communication devices that enable us to communicate with our driving associates, obtain load position updates, manage our fleets, and provide our customers with freight visibility, as well as with ELDs that automatically record our driving associates' hours-of-service. The majority of our trailers are equipped with trailer-tracking technology that allows us to better manage our trailers. We have purchased and developed software for our logistics businesses that provides greater visibility of the capacity of our third-party providers and enhances our ability to provide our customers with solutions that offer a superior level of service. We have automated many of our back-office functions, and we continue to invest in technology that we expect will allow us to better serve our customers and improve overall efficiency.



#### Diverse Service Offerings with Multiple Transportation Solutions

With the addition of LTL services in 2021, we have further expanded our service capabilities while diversifying our revenue streams. We believe our diversified mix and scope of full truckload, LTL, logistics and intermodal services, combined with our value-added service offerings, allows us to provide our customers with one source to meet their shipping and logistics needs, and represents a significant advantage over most of our competitors. We continue to invest considerable resources toward developing a range of solutions for our customers across multiple service offerings and transportation modes to continue to provide efficient and cost-effective solutions for our customers.

## Our Mission and Company Strategy

Our mission is to operate full truckload, LTL, logistics, intermodal and related businesses that are industry leading in both margin and growth, while providing cost-effective solutions for our customers. Our success depends on our ability to efficiently and effectively manage our resources in providing transportation and logistics solutions to our customers, as well as our ability to leverage efficiencies and best practices across our brands. We evaluate growth opportunities based on customer demand and supply chain trends, availability of drivers and third-party capacity providers, expected returns on invested capital, expected net cash flows, and our company-specific capabilities.

Segment Operating Strategies	
<b>Truckload Segment</b>	Our operating strategy for our Truckload segment is to achieve a high level of asset utilization within a highly disciplined operating system, while maintaining strict controls over our cost structure. We hope to achieve these goals by primarily operating in high-density, predictable freight lanes and attempting to develop and expand our customer base around each of our terminals by providing multiple truckload services for each customer. We believe this operating strategy allows us to take advantage of the large amount of freight transported in the markets we serve. Our terminals enable us to better serve our customers and work more closely with our driving associates. We operate a premium modern fleet that we believe appeals to driving associates and customers, reduces maintenance expenses and driving associate and equipment downtime, and enhances our fuel and other operating efficiencies. We employ technology in a cost-effective manner to assist us in controlling operating costs and enhancing revenue. Most recently, we have expanded our Truckload operations with the addition of U.S. Xpress in the third quarter of 2023.
<b>LTL Segment</b>	Our LTL segment was established in 2021 by the ACT and MME acquisitions, and we have since added 14 service centers, representing 368 doors as we seek to expand our LTL network to provide nationwide in-house coverage. Our operating strategy for our LTL segment is to provide regional direct service and serve our customers' national transportation needs by utilizing key partner carriers for coverage areas outside of our network. Significant investment is needed to establish and maintain a network of LTL service centers. The substantial fixed costs and capital expenditures required for LTL carriers make it challenging for new entrants or small operators to effectively compete with established carriers. We plan to grow the LTL segment through organic growth and acquisitions and believe a national expansion effort will provide enhanced value to our customers. Our business strategy includes the continuous evaluation of yield management from each customer's commodity mix and shipping volume in their corresponding lanes. Additionally, a key component of our strategy is our focused effort with respect to improving utilization of our people, technology, and other resources to maximize operational efficiency while ensuring our customers' freight is delivered safely and timely.
<b>Logistics Segment</b>	Our operating strategy for our Logistics segment is to match the shipping needs of our customers with the capacity provided by our network of third-party carriers and our rail providers. Our goal is to increase our market presence, both in existing operating regions and in other areas where we believe the freight environment meets our operating strategy, while seeking to achieve industry-leading operating margins and returns on investment.
<b>Intermodal Segment</b>	Our operating strategy for our Intermodal segment is to complement our regional operating model, allowing us to better serve customers in longer haul lanes, while leveraging our investments in fixed assets. We have intermodal agreements with most major North American rail carriers.

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**

***Growth Strategies***

We believe we have the terminal network, systems capability, and management capacity to support substantial growth. We have established a geographically diverse network that we believe can support a substantial increase in freight volumes, both organically and through acquisitions. Our network and business lines afford us the ability to provide multiple transportation solutions for our customers, and we maintain the flexibility within our network to adapt to freight market conditions. We believe our unique mix of regional management, together with our consistent efforts to centralize certain business functions to achieve collective economies of scale, allow us to develop future company leaders with relevant operating and industry experience, minimize the potential diseconomies of scale that can come with growth in size, take advantage of regional knowledge concerning capacity and customer shipping needs, and manage our overall business with a high level of performance accountability.

<b><i>Strengthening our customer relationships</i></b>	We market our services to both existing and new customers who value our broad geographic coverage, suite of transportation and logistics services, and industry-leading full truckload and LTL capacity and freight lanes that complement our existing operations. We seek customers who will diversify our freight base. We market our Truckload and LTL dry van, refrigerated, drayage, brokerage, and intermodal services, including dedicated and cross-border services within those offerings, to logistics customers seeking a single-source provider of multiple services but do not currently take advantage of our full array of transportation solutions.
<b><i>Improving asset productivity</i></b>	We focus on improving the revenue generated from our tractors and trailers without compromising safety. We anticipate that we can accomplish this objective through increased miles driven and rate per mile in our Truckload businesses. In our LTL business, our primary focus is increasing density, realizing efficiencies from connecting our ACT and MME networks, and obtaining appropriate yield, measured by revenue per hundredweight.
<b><i>Acquiring and growing opportunistically</i></b>	We regularly evaluate potential opportunities for mergers, acquisitions, and other development and growth opportunities. We became Knight-Swift Transportation Holdings Inc. on September 8, 2017 through the 2017 Merger transaction. Since 1966, we have expanded our nationwide network and our service offerings through organic growth, as well as through the acquisition of twenty-four companies including our most recent U.S. Xpress Acquisition.
<b><i>Expanding existing Truckload terminals and LTL door count</i></b>	Historically, a substantial portion of our Truckload revenue growth has been generated by our expansion into new geographic regions through the opening of additional terminals. Although we continue to seek opportunities to further increase our Truckload business in this manner, our primary focus is on developing and expanding our existing terminals by strengthening our customer relationships, recruiting qualified driving associates and non-driver employees, adding new customers, and expanding the range of transportation and logistics solutions offered from these terminals. With our acquisitions of ACT and MME we have created a super-regional LTL footprint and continue to seek opportunities to expand our door count and expand network coverage.
<b><i>Diversifying our service offerings</i></b>	We are committed to providing our customers a broad and growing range of full truckload, LTL, logistics, and intermodal services and continue to invest considerable resources toward developing a range of solutions for our customers. We believe that these offerings contribute meaningfully to our results and reflect our strategy to bring complementary services to our customers to assist them with their supply chain needs. We plan to continue to leverage our nationwide footprint and expertise to add value to our customers through our diversified service offerings.

**Customers and Marketing**

**Marketing**

Our marketing mission is to be a strategic, efficient transportation capacity partner for our customers by providing transportation and logistics solutions customizable to the unique needs of our customers. We deliver these capacity solutions through our network of owned assets, independent contractors, third-party capacity providers, and rail providers. The diverse and premium services we offer provide a comprehensive approach to supply chain solutions for our customers. At December 31, 2023, we had a sales staff of approximately 200 individuals across the US and Mexico, who work closely with management to establish and expand accounts. Our sales and marketing leaders are members of our senior management team, who are assisted by other sales professionals in each segment. Our sales team emphasizes our industry-leading service, environmental leadership, and ability to accommodate a variety of customer needs, while providing consistent capacity and financial strength and stability.

**Customers**

Our customers are typically large corporations in the retail (including discount and online retail), food and beverage, consumer products, paper products, transportation and logistics, housing and building, automotive, and manufacturing industries. Many of our customers have extensive operations, geographically distributed locations, and diverse shipping needs.

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**

Consistent with industry practice, our typical customer contracts (other than dedicated contracts) do not guarantee shipment volumes by our customers or truck availability by us. This affords us and our customers some flexibility to negotiate rates in response to changes in freight demand and industry-wide truck capacity. Our dedicated services within the Truckload and LTL segments assign particular driving associates and revenue equipment to prescribed routes, pursuant to multi-year agreements. This dedicated service provides individual customers with a guaranteed source of capacity and allows our driving associates to have more predictable schedules and routes. Under our dedicated transportation services, we provide driving associates, equipment, maintenance, and, in some instances, transportation management services that supplement the customer's in-house transportation department.

A majority of our terminals are linked to our corporate information technology systems at our headquarters. The capabilities of this system and its software enhance our operating efficiency by providing cost-effective access to detailed information concerning equipment location and availability, shipment tracking, on-time delivery status, and other specific customer requirements. The system also enables us to respond promptly and accurately to customer requests and assists us in geographically matching available equipment with customer loads. Additionally, our customers can track shipments and obtain copies of shipping documents via our website. We also provide electronic data interchange services to customers desiring these services.

We believe our fleet capacity, terminal network, customer service and breadth of services offer a competitive advantage to major shippers, particularly in times of rising freight volumes when shippers must quickly access capacity across multiple facilities and regions.

We strive to maintain a diversified customer base. Services provided to our largest customer generated 11.2% and 13.1% of total revenue in 2023 and 2022, respectively. Revenue generated by our largest customer is reported in each of our reportable operating segments. No other customer accounted for 10% or more of total revenue in 2023 or 2022.

Our top 25 customers drive a substantial portion of our total revenue, as follows:

- In 2023, our top 25, top 10, and top 5 customers accounted for 45.3%, 31.5%, and 22.7% of our total revenue, respectively.
- In 2022, our top 25, top 10, and top 5 customers accounted for 48.5%, 36.1%, and 26.8% of our total revenue, respectively.

---

## **Revenue Equipment**

We operate a modern fleet of company tractors intended to help attract and retain driving associates, promote safe operations, and reduce maintenance and repair costs.

In 2023, we obtained our revenue equipment through a combination of cash purchases and finance leases. We typically obtain tractors and trailers manufactured to our specifications in order to meet a wide variety of customer needs. Growth of our tractor and trailer fleet is determined by market conditions and our experience and expectations regarding equipment utilization. In acquiring revenue equipment, we consider a number of factors, including economy, price, rate, economic environment, technology, warranty terms, manufacturer support, driving associate comfort, and resale value. We maintain strong relationships with our equipment vendors and have the financial flexibility to react as market conditions dictate.

Our current approach is to replace our tractors between four and nine years after purchase and to replace our trailers every seven or more years. Changes in the current market for used tractors and trailers, regulatory changes, and difficult market and supply chain conditions faced by tractor and trailer manufacturers may result in price increases that may affect the period of time for which we operate our equipment.

Our newer equipment has enhanced features, which we believe tends to lower the overall life cycle costs by reducing safety-related expenses, lowering repair and maintenance expenses, improving fuel economy, and improving driving associate satisfaction. In 2024 and beyond, we will continue to monitor the appropriateness of this relatively short tractor trade-in cycle against the lower capital expenditure and financing costs of a longer tractor trade-in cycle, based on current and future business needs.

## Human Capital

### Employees

The strength of our company is our people, working together with common goals. There were approximately 34,300 full-time employees in our total headcount of approximately 34,800 employees as of December 31, 2023, which was comprised of:

Company driving associates (including driver trainees)	25,100
Technicians and other equipment maintenance personnel	1,300
Corporate and terminal leadership and support personnel	8,400
<b>Total</b>	<b>34,800</b>

As of December 31, 2023, we had approximately 1,500 Trans-Mex driving associates in Mexico that were represented by a union.

### Company Driving Associates

We recognize that the recruitment, training, and retention of a professional driving associate workforce, which is one of our most valuable assets, is essential to our continued growth and meeting the service requirements of our customers. In order to attract and retain safe driving associates who are committed to the highest levels of customer service and safety, we focus our operations for driving associates around a collaborative and supportive team environment. To help retain driving associates we provide late model and comfortable equipment, direct communication with management, competitive wages and benefits, and other incentives designed to encourage driving associate safety, retention, and long-term employment. Some examples of these incentive programs include our Million Miler, military apprenticeship, and Drive for a Degree programs. To help recruit drivers, we have established various driving academies across the US. Our academies are strategically located in areas where external driver-training organizations were lacking. In other areas of the US, we have contracted with driver training schools, which are managed by third parties. There are certain minimum qualifications for candidates to be accepted into the academy, including passing the DOT physical examination and drug/alcohol screening, which includes hair follicle testing, a qualification standard more stringent than required by the DOT.

### Terminal Staff

Most of our large terminals are staffed with terminal leaders, fleet leaders, driver leaders, planners, safety coordinators, shop leaders, technicians, and customer service representatives. Our terminal leaders work with driver leaders, customer service representatives, and other operations personnel to coordinate the needs of both our customers and our driving associates. Terminal leaders are also responsible for serving existing customers in their areas. Fleet leaders supervise driver leaders, who are responsible for the general operation of our trucks and their driving associates, focusing on driving associate retention, productivity per truck, fuel consumption, fuel efficiency (with respect to driver-controllable idle time), safety, and scheduled maintenance. Customer service representatives are assigned specific customers to ensure specialized, high-quality service, and frequent customer contact.

### Diversity, Equity, and Inclusion

Diversity, equity, and inclusion are pillars supporting our innovative culture. We are committed to fostering a diverse workforce and an inclusive environment, which we believe allows us to leverage the effects of diversity to achieve a competitive business advantage. These efforts are evidenced in our hiring practices and employee training programs. Additionally, our diversity and inclusion networks demonstrate that when diverse voices and perspectives are heard, unique, powerful, and creative solutions are the result. It is with this commitment in mind that we build upon our Employee Resource Groups ("ERG's) now and in the immediate future. Sponsored and supported by leadership, we have ERGs representing six unique employee cultures and their allies as of December 31, 2023 and we continue to monitor the need for additional resource groups. These groups are integral to ensuring that different voices and perspectives contribute to our strategy for long-term profitable growth.

### Succession Planning and Talent Management

We regularly review talent development and succession plans to identify and develop a pipeline of talent to maintain business operations. We understand the potential costs and risks of bringing in an outside executive officer in today's environment, and that businesses are often, but not always, more successful in promoting internal

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**

candidates. Accordingly, the Board makes an effort to identify potential successors for those positions long in advance of any potential positional vacancies, perform skills gap analyses for those internal candidates, and provide training and exposure on those gap areas to those candidates in order to develop better potential successors. The Board is primarily responsible for succession planning for the CEO, but also participates in succession planning discussions for other executive officer positions. We believe that our culture, compensation structure, long-term equity program, and robust training and development program provide motivation for talented leaders to remain with the Company.

**Independent Contractors**

In addition to our employed driving associates, we enter into contractor agreements with third parties who own and operate tractors (or hire their own driving associates to operate the tractors) that service our customers. We pay these independent contractors for their services, based on a contracted rate per mile. By operating safely and productively, independent contractors can improve their own profitability and ours. Independent contractors are responsible for most costs incurred for owning and operating their tractors. In 2023, independent contractors comprised 8.8% of our total fleet, as measured by average tractor count.

**Safety and Insurance**

**Safety**

We are committed to safe and secure operations. We conduct an intensive driver qualification process, including defensive driving training. We require prospective drivers to meet higher qualification standards than those required by the DOT, including extensive background checks and hair follicle drug testing. We regularly communicate with drivers to promote safety and instill safe work habits through effective use of various media and safety review sessions. We dedicate personnel and resources to ensure safe operation and regulatory compliance. We employ technology to assist us in managing risks associated with our business. We have event recorders in substantially all of our tractors, which are used daily by drivers and operations leaders to provide feedback and coaching in regard to driving behaviors. In addition, we have an innovative recognition program for driver safety performance and emphasize safety through our equipment specifications and maintenance programs. Our Corporate Directors of Safety review all accidents and report weekly to leadership.

**Insurance**

The primary claims arising in our business consist of auto liability, including personal injury, property damage, physical damage, and cargo loss. We self-insure for a significant portion of our claims exposure and related expenses. We also maintain insurance that covers our directors and officers for losses and expenses arising out of claims, based on acts or omissions in their capacities as directors or officers. While under dispatch and our operating authority, the independent contractors we contract with are covered by our liability coverage and self-insurance retention limits. However, each is responsible for physical damage to his or her own equipment, occupational accident coverage, and liability exposure while the truck is used for non-company purposes. Additionally, fleet operators are responsible for any applicable workers' compensation requirements for their employees.

We insure certain casualty risks through our wholly-owned captive insurance subsidiaries, Mohave and Red Rock. Mohave and Red Rock provide reinsurance associated with a share of our automobile liability risk. In addition to insuring a proportionate share of our corporate casualty risk, Mohave provides reinsurance to third-party insurance companies who provide insurance coverage for affiliated carriers and independent contractors.

Please refer to Note 12 in Part II, Item 8 of this Annual Report for more information about our insurance policies and self-insurance retention limits.

**Fuel**

We actively manage our fuel purchasing network in an effort to maintain adequate fuel supplies and reduce our Truckload and LTL fuel costs. Additionally, we utilize a fuel surcharge program to pass a majority of increases in fuel costs to our customers. In 2023, we purchased 18.4% of our fuel in bulk at our locations across the US and Mexico. We purchased substantially all of the remainder through a network of retail truck stops with which we have negotiated volume purchasing discounts. The volumes we purchase at terminals and through the fuel network vary based on procurement costs and other factors. We seek to reduce our fuel costs by routing our driving associates to

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**

truck stops when fuel prices at such stops are more affordable than the bulk rate paid for fuel at our terminals. We primarily store fuel in above-ground storage tanks at most of our other bulk fueling terminals. We believe that we are sufficiently in compliance with applicable environmental laws and regulations relating to the storage and dispensing of fuel.

---

## **Seasonality**

See Note 1 in Part II, Item 8 in this Annual Report, regarding the impact of seasonality on our operations.

---

## **Environmental Regulation**

### **General**

We have bulk fuel storage and fuel islands at many of our terminals, as well as vehicle maintenance, repair, and washing operations at some of our facilities, which exposes us to certain environmental risks. Soil and groundwater contamination have occurred at some of our facilities in prior years, for which we have been responsible for remediating the environmental contamination. Also, a small percentage of our total shipments contain hazardous materials, which are generally rated as low to medium-risk, and subject us to a wide array of regulation. In the past, we have been responsible for the costs of clean-up of cargo and diesel fuel spills caused by traffic accidents or other events.

We have instituted programs to monitor and mitigate environmental risks and maintain compliance with applicable environmental laws governing the hauling, handling, and disposal of hazardous materials, fuel spillage or seepage, emissions from our vehicles and facilities, engine-idling, discharge and retention of storm water, and other environmental matters. As part of our safety and risk management program, we periodically perform internal environmental reviews. We are a Charter Partner in the EPA's SmartWay Transport Partnership, a voluntary program promoting energy efficiency and air quality. We believe that our operations are in material compliance with current laws and regulations and do not know of any existing environmental condition that would reasonably be expected to have a material adverse effect on our business or operating results.

If we are held responsible for the cleanup of any environmental incidents or conditions caused by our operations or business, or if we are found to be in violation of applicable laws or regulations, we could be subject to clean-up costs and other liabilities, including substantial fines, penalties and/or civil and criminal liability, any of which could have a material, adverse effect on our business and results of operations. We have paid penalties for spills and violations in the past; however, they have not been material to our financial results or position.

### **Greenhouse Gas ("GHG") Emissions and Fuel Efficiency Standards**

**California ARB —** In 2008, the State of California's Air Resources Board ("ARB") approved the Heavy-Duty Vehicle GHG Emission Reduction Regulation in efforts to reduce GHG emissions from certain long-haul tractor-trailers that operate in California by requiring them to utilize technologies that improve fuel efficiency (regardless of where the vehicle is registered). The regulation, which became effective in 2010, required owners of long-haul tractors and 53-foot trailers to be EPA SmartWay certified or replace or retrofit their vehicles with aerodynamic technologies and low-rolling resistance tires. The regulation also contained certain emissions and registration standards for refrigerated trailers.

In February 2018, California's ARB approved California Phase 2 Standards that generally align with the federal Phase 2 Standards (the "Phase 2 Standards," discussed in further detail below), with some minor additional requirements, and which would stay in place even if the Phase 2 Standards are affected. In February 2019, the California Phase 2 Standards became final.

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**

In June 2020, ARB passed the Advanced Clean Trucks ("ACT") regulation, requiring original equipment manufacturers to begin shifting towards greater production and sales of zero-emission heavy-duty tractors starting in 2024. Under ACT, by 2045, every new tractor sold in California will need to be zero-emission. The most aggressive ACT standards apply to Class 4-8 trucks, which range from 14,000-33,000 pounds, by requiring that 9% of such trucks be zero emission beginning in 2024 and increasing to 75% by 2035. Similar (albeit lower) increasing zero emission requirements apply to Class 2b-3 trucks, and Class 7-8 trucks between 2024 and 2035. Among other impacts, ACT could affect the cost and/or supply of traditional diesel tractors. It has also led to similar legislation in other states, with several already adopting ACT, and a number of other states either considering adoption of ACT or affirmatively conducting a preliminary rulemaking process to that effect. In 2023, ARB finalized what is known as the Advanced Clean Fleets ("ACF") regulation, also aimed at transitioning to zero emission vehicles which became effective in January 2024. ACF is a purchase requirement for medium and heavy-duty fleets to adopt an increasing percentage of zero emission trucks, designed to complement the sell-side obligations of ACT. The ACF regulations apply to three categories of fleet operators: (1) high priority fleets who meet certain thresholds of trucks or revenue (including fleets that operate 50 or more trucks, or generate \$50 million or more in gross annual revenue), (2) drayage fleets, and (3) state and local government public fleets. For high priority fleets who meet the applicable thresholds, compliance can be achieved by either (a) ensuring that all new vehicles added to the fleet be zero emission, and commencing in 2025, removing older vehicles once their statutory useful life is reached, or (b) meeting certain fleet composition requirements (e.g., percentage of zero emission vehicles in the fleet) by certain dates, with the percentage of zero emission vehicles increasing over time, and resulting in 100% zero emission fleets by 2042 (or earlier for certain classes of vehicles). As with ACT, adoption and implementation of ACF could materially and negatively impact our business by increasing our compliance obligations, operating costs, and related expenses.

The periodic testing portion of California's Clean Truck Check (as a part of ARB's Clean Truck program), known as Phase 3 of the Clean Truck Check, is set to begin in July 2024. Once Phase 3 commences, heavy duty vehicles will be subject to periodic emissions testing.

Additionally, in October 2023, the California State Senate and State Assembly approved two bills, Senate Bill 253 ("SB 253") and Senate Bill 261 ("SB 261"), that could require thousands of companies doing business in California to disclose greenhouse gas ("GHG") emissions and climate-related financial risks, with reporting beginning in 2026. If signed into law, SB 253 would require ARB to adopt regulations before January 2025 requiring public and private companies that exceed \$1 billion in annual revenue and that do business in California to begin publicly disclosing their GHG emissions, and SB 261 would require companies doing business in California and earning revenue exceeding \$500 million to report on their climate-related financial risks and measures taken to mitigate such risks on or before January 2026.

**EPA and NHTSA** — The EPA and the National Highway Traffic Safety Administration ("NHTSA") have begun taking coordinated steps in support of a new generation of clean vehicles and engines through reduced GHG emissions and improved fuel efficiency at a national level.

Originally, the rule was written so that tractors and certain trailer types would be subject to the Phase 2 Standards beginning with model-years 2018 and 2021 respectively, increasing in and phasing in completely by model-year 2027. This rule would have marked the first time federal mandates would have been applied to trailers, with respect to aerodynamics and low-rolling resistance tires. The final rule was effective in December 2016, but has since been subject to challenges and delays. Additionally, implementation of the Phase 2 Standards as they relate to trailers was challenged in the US Court of Appeals for the District of Columbia. In November 2021, a panel for the US Court of Appeals for the District of Columbia ruled in favor of the association challenging the standards and vacated all portions of the Phase 2 Standards that applied to trailers. As a result, the Phase 2 Standards will only require reductions in emissions and fuel consumption for tractors. The Company's new tractor purchases in 2023 complied with the emission and fuel consumption reductions required by the Phase 2 Standards.

Even though the trailer provisions of the Phase 2 Standards have been removed, we will still need to ensure the majority of our fleet is compliant with the California Phase 2 Standards.

In January 2020, the EPA announced it is seeking input on reducing emissions of nitrogen oxides and other pollutants from heavy-duty trucks. In March 2022, the EPA issued a proposed rule that included nitrogen oxide emission standards which are more stringent than the Phase 2 Standards for certain heavy-duty motor vehicles. In December 2022, the EPA adopted a final rule that reflected a compromise of the options previously proposed, with new emissions standards of nitrogen oxides for heavy-duty motor vehicles beginning with model year 2027 being

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**

more than 80% stronger than current emission standards, with the intent to reduce heavy-duty emissions by almost 50% from today's levels by 2045. The EPA has indicated that the December 2022 rule is the first part of a three part plan focusing on greenhouse gas emissions, which is commonly referred to as the "Cleaner Trucks Initiative," or the "Clean Trucks Plan." In April 2023, the EPA released the second and third parts to the Clean Trucks Plan, including a proposed rule relating to GHG standards for heavy-duty vehicles, known as "Phase 3," to the EPA's GHG program. A final rule with respect to these regulations is expected by the end of 2024. Upon finalization, any such regulation could increase our equipment and compliance costs, which could materially adversely affect our financial condition.

Complying with these and any future GHG regulations enacted by California's ARB, the EPA, the NHTSA and/or any other state or federal governing body has increased and will likely continue to increase the cost of our new tractors, may increase the cost of new trailers, may require us to retrofit certain of our trailers, may increase our maintenance costs, and could impair equipment productivity and increase our operating costs, particularly if such costs are not offset by potential fuel savings. These adverse effects, combined with the uncertainty as to the reliability of the newly designed diesel engines and the residual values of our equipment, could materially increase our costs or otherwise adversely affect our business or operations. We cannot predict, however, the extent to which our operations and productivity will be impacted. We will continue monitoring our compliance with federal and state GHG regulations.

**Climate-change Proposals**

Federal and state lawmakers are considering a variety of other climate-change proposals related to carbon emissions and GHG emissions. The proposals could potentially limit carbon emissions within certain states and municipalities, which continue to restrict the location and amount of time that diesel-powered tractors (like ours) may idle.

These restrictions could force us to purchase on-board power units that do not require the engine to idle or to alter our driving associates' behavior, which could result in a decrease in productivity, or increase in driving associate turnover.

---

## **Industry Regulation**

Our operations are regulated and licensed by various federal, state, and local government agencies in North America, including the DOT, the FMCSA, and the US Department of Homeland Security, among others. Our company, as well as our driving associates and independent contractors, must comply with enacted governmental regulations regarding safety, equipment, and operating methods. Examples include regulation of equipment weight, equipment dimensions, driver hours-of-service, driver eligibility requirements, including drug and alcohol testing, on-board reporting of operations, and ergonomics. The following discussion presents recently enacted federal, state, and local regulations that could have an impact on our operations.

**Moving Ahead for Progress in the 21st Century Bill**

***Commercial Driver's License Drug and Alcohol Clearinghouse*** — In December 2016, the FMCSA amended the Federal Motor Carrier Safety Regulations to establish requirements of the Commercial Driver's License Drug and Alcohol Clearinghouse, a database under its administration containing information about violations of the FMCSA's drug and alcohol testing program for holders of commercial driver's licenses. The final rule became effective in 2017, with an initial compliance date of January 2020 and certain compliance dates extended until January 2023. Currently, the Company is required to (1) report drug and alcohol violations to the Clearinghouse; (2) query the Clearinghouse regarding drug and alcohol violations for current and prospective employees prior to permitting such employees to operate a commercial motor vehicle ("CMV"); and (3) query the Clearinghouse for each currently employed driver annual. Commencing in November 2024, states will be required to query the Clearinghouse when issuing, renewing, transferring, or upgrading a commercial driver's license and must revoke a driver's commercial driving privileges if such driver is prohibited from driving a motor vehicle for one or more drug or alcohol violations. It is expected that the rule may exacerbate the already existing shortage of drivers.

In September 2020, the Department of Health and Human Services ("DHHS") announced proposed mandatory guidelines to allow employers to drug test truck drivers and other federal workers for pre-employment and random testing using hair specimens. However, the proposal also requires a second sample using either urine or an oral fluid test if a hair test is positive, if a donor is unable to provide a sufficient amount of hair for faith-based or medical

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**

reasons, or due to an insufficient amount or length of hair. DHHS indicated the two-test approach is intended to protect federal workers from issues that have been identified as limitations of hair testing, and related legal deficiencies identified in prior court cases. In 2022, an industry group known as the Trucking Alliance, of which the Company is a member, sought an exemption from the FMCSA that would allow positive hair specimen tests to be uploaded into the FMCSA Drug and Alcohol Clearinghouse. This request was denied by the FMCSA, however, noting they cannot act until the DHHS finalizes these guidelines. Additionally, in February 2022 the DOT issued a notice of proposed rulemaking that would include oral fluid testing as an alternative to urine testing for purposes of the DOT's drug testing program, with a goal of improving the integrity and effectiveness of the drug testing program, along with potential cost savings to regulated parties. In May 2023, a final rule was published amending DOT's drug testing program to include oral fluid testing, and became effective June 2023; however, implementation cannot take effect until DHHS approves at least two laboratories to conduct oral fluid testing. Currently, DHHS has not approved any laboratories. Any final rule may reduce the number of available drivers. We currently perform hair follicle testing and will continue to monitor any developments in this area to ensure compliance. Finally, federal drug regulators have announced a proposal to add fentanyl to a drug testing panel that would detect the use of such drug among safety-sensitive federal employees, which would include truck drivers if adopted by the DOT. If the proposal is accepted, DHHS expects to add fentanyl to the testing panel at some point in 2024.

**Entry-Level Driver Training —** In December 2016, the FMCSA established new minimum training standards (the "ELDT Regulations") which unified curriculum to be followed and completed by certain individuals applying for (or upgrading) a Class A or Class B commercial driver's license, or obtaining a hazardous materials, passenger, or school bus endorsement on their commercial driver's license. Such individuals are subject to the entry-level driver training requirements and must complete a prescribed curriculum of theory and behind-the-wheel instruction prior to taking the skills test. The final rule had an initial compliance date in February 2020. However, in May 2020, the FMCSA approved an interim rule delaying implementation of the ELDT Regulations by two years, which extended the compliance date until February 2022. Now that the rule is effective, training schools and other programs (including ours) are required to implement the prescribed curriculum and register with the FMCSA's Training Provider Registry to certify that their program meets the classroom and driving standards. We are also required to comply with this rule in the course of operating our driving schools. The effects of these rules may result in a decrease in fleet production and driver availability or an increase in the time and expense required to operate or expand our driving academies and driver training programs (or both), any of which could adversely affect our business, operations or profitability.

**Brokerage Operations —** In a November 2023 final rule, the FMCSA implemented more oversight of truck brokers, freight forwarders, and the surety bond and trust companies that back them. The final rule, which became effective in January 2024, modified regulations in five areas: (1) assets readily available, (2) immediate suspension of broker/freight forwarder operating authority, (3) surety or trust responsibilities, (4) enforcement authority, and (5) entities eligible to serve as BMC-85 trustees. Among other changes, the rule allows brokers or freight forwarders to meet regulatory requirements to have "assets readily available" by maintaining trusts that meet certain criteria, including that they can be liquidated within seven calendar days of an event that triggers a payment from the trust. The rule also stipulates that "available financial security" falls below \$75,000 when there is a drawdown on the broker or freight forwarder's surety bond or trust fund. Implementation and compliance with these changes may negatively impact our business by increasing our compliance obligations, operating costs, and related expenses.

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**

**Infrastructure Investment and Jobs Act**

Among other things, the Infrastructure Investment and Jobs Act ("IIJA"), signed into law by President Biden in November 2021, created an apprenticeship program for drivers ages 18 to 20 years old to eventually qualify to drive commercial trucks in interstate commerce. The FMCSA announced the establishment of this apprenticeship program in January 2022 in an effort to begin to help the industry's ongoing driver shortage. This program, known as the Safe Driver Apprenticeship Pilot Program ("SDAP"), is open to 18 to 20-year-old drivers who already hold intrastate commercial driver's licenses and sets a strict training regimen for participating drivers and carriers to comply with. Motor carriers interested in participating must complete an application for participation and submit monthly data on an apprentice's driver activity, safety outcomes, and additional supporting information. The SDAP is limited to 3,000 driver-apprentices at any given time, with new driver-apprentices allowed into the program to replace those that leave or age out. In May 2023, the DRIVE Safe Integrity Act of 2023 was introduced, which supports participation in the SDAP and would permit 18- to 20-year-olds to operate across state lines if data from the SDAP does not indicate such drivers are less safe than current CMV drivers. Whether this legislation will ultimately become law is uncertain. It remains unclear whether any regulatory changes will stem from the apprenticeship program.

The IIJA also required that the FMCSA clarify the differences between brokers, bona fide agents, and dispatch services, and to further specify its interpretation of the definitions of "broker" and "bona fide agents." In June 2023, FMCSA issued final guidance on the definitions of "broker" and "bona fide agents," in which the distinction between the two largely hinges upon control and whether the person or company is engaged in the allocation of traffic between motor carriers. Certain of the Company's subsidiaries currently hold FMCSA brokerage authority, so while the impact of this guidance remains to be seen, the Company does not currently anticipate an adverse impact on its operations.

**Hours-of-service**

From time to time, the FMCSA proposes and implements changes to regulations impacting hours-of-service. Such changes can negatively impact our productivity and affect our operations and profitability by reducing the number of hours per day or week our driving associates and independent contractors may operate and/or disrupting our network. No such changes are currently proposed. In recent years, the FMCSA has made changes to the hours-of-service rules that provide greater flexibility to drivers regarding their 30-minute rest breaks, an extension of the shorthaul exemption by an additional two hours, and an extension of duty time for drivers encountering adverse weather by up to two hours. Certain industry groups have challenged these hours-of-service rules in court, and while the FMCSA's final rule has been upheld, it remains unclear if industry or other groups will bring additional challenges against the FMCSA's final rule. Any future changes to hours-of-service regulations could materially and adversely affect our operations and profitability.

**Safety and Fitness Ratings**

There are currently two methods of evaluating the safety and fitness of carriers: CSA, which evaluates and ranks fleets on certain safety-related standards by analyzing data from recent safety events and investigation results, and the DOT safety rating, which is based on an on-site investigation and affects a carrier's ability to operate in interstate commerce. Additionally, the FMCSA has proposed rules in the past that would change the methodologies used to determine carrier safety and fitness.

**DOT Safety Rating** — The DOT safety rating is currently the only safety measurement system that has a direct impact on a carrier's ability to operate in interstate commerce. Our motor carriers currently have a satisfactory DOT safety rating, which is the best available rating under the current safety rating scale. If we were to receive a conditional or unsatisfactory DOT safety rating, it could adversely affect our business, as some of our existing customer contracts require a satisfactory DOT safety rating.

**CSA** — In December 2010, the FMCSA introduced CSA, an enforcement and compliance model that ranks carriers on seven categories of safety-related data. The seven categories of safety-related data, currently include Unsafe Driving, Hours-of-Service Compliance, Driver Fitness, Controlled Substances/Alcohol, Vehicle Maintenance, Hazardous Materials Compliance, and Crash Indicator, (such categories known as "BASICS"). Carriers are grouped by category with other carriers that have a similar number of safety events (i.e., crashes, inspections, or violations) and carriers are ranked and assigned a rating percentile or score to prioritize them for interventions if they are above a certain threshold.

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**

Certain CSA scores were initially published and made available to the general public. However, in December 2015, as part of the Fixing America's Surface Transportation ("FAST") Act, Congress mandated that the FMCSA remove all CSA scores from public view until a more comprehensive study regarding the effectiveness of CSA improving truck safety could be completed. Although the FMCSA has since provided a report to Congress outlining the changes it may make to the CSA program, it remains unclear if, when, and to what extent any such changes will occur. For more information about proposed changes to the CSA program, please refer to the "Safety Fitness Determination" section, below. The FMCSA has been conducting a study on the causation of crashes, expanding on its previous Large Truck Crash Causation Study, known as the Crash Causal Factors Program ("CCFP"). Phase 1 of the CCFP is designed to study crashes of heavy-duty trucks, and the Phase 1 final report is expected in 2029. However, any changes that increase the likelihood of us receiving unfavorable scores could adversely affect our results of operations and profitability.

In May 2020 the FMCSA announced that effective immediately it is making permanent a pilot program that will not count a crash in which a motor carrier was not at fault when calculating the carrier's safety measurement profile, called the Crash Preventability Demonstration Program ("CPDP"). The CPDP will expand the types of eligible crashes, modify the Safety Measurement System ("SMS") to exclude crashes with not preventable determinations from the prioritization algorithm and note the not preventable determinations in the Pre-Employment Screening Program.

Currently, CSA scores generally do not have a direct impact on a carrier's safety rating. However, the occurrence of unfavorable scores in one or more categories may affect driving associate recruiting and retention by causing qualified driving associates to seek employment with other carriers, cause our customers to direct their business away from us and to carriers with more favorable scores, subjecting us to an increase in compliance reviews and roadside inspections, or cause us to incur greater than expected expenses in our attempts to improve unfavorable scores, any of which could adversely affect our results of operations and profitability.

**Safety Fitness Determination** — In January 2016, the FMCSA published a notice of proposed rulemaking regarding carrier safety fitness determination, which proposed new methodologies that would have determined when a motor carrier was not fit to operate a commercial motor vehicle. In March 2017, the FMCSA withdrew the notice of proposed rulemaking, but noted that a similar process may be initiated in the future. In February 2023, the FMCSA published a notice of proposed changes to its SMS methodology, including the BASIC categories. In August 2023, the FMCSA announced in an advanced notice of proposed rulemaking and request for comments that it was interested in developing a new methodology to determine whether a carrier is fit to operate CMVs. Additionally, the US Government Accountability Office made a suggestion in 2023 to the FMCSA to make complaint data public. Currently, it is uncertain what changes, if any, the FMCSA will make to the CSA rating system or the SMS methodology; however, any change which would result in the Company or its subsidiaries receiving less favorable scores, or an increased visibility of less favorable scores or of complaints against the Company may have an adverse effect on our operations and financial position. Moreover, in September 2023, the FMCSA announced a proposal that would allow carriers to undergo an appeal process for requests of data review, which are in relation to such requests through the agency's DataQs system. The proposal, if adopted, may provide an opportunity for the Company to appeal in certain scenarios which could result in more favorable outcomes.

## **Equipment Developments**

In May 2021, the Cullum Owings Large Truck Safe Operating Speed Act was reintroduced into the US House of Representatives and would require commercial motor vehicles with a gross weight of more than 26,000 pounds to be equipped with a speed limiter that would limit the vehicle's speed to no more than 65 miles per hour. Whether this legislation will ultimately become law is uncertain. Furthermore, in April 2022, the FMCSA issued a notice of intent announcing its intention to propose a rule during 2023 which will require certain commercial vehicles to be equipped with speed limiters; however, no final rule was proposed. It is now expected that the DOT will issue a rule sometime in 2024. While we electronically govern the speed of substantially all of our company tractors and require our independent contractors to comply with the Company's speed policy, such legislation could result in a decrease in fleet production and driver availability, either of which could adversely affect our business or operations.

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**

In September 2022, the FMCSA issued an advance notice of proposed rulemaking that would require fleets and independent contractors to equip their trucks with unique electronic identification systems designed to streamline roadside inspections and provide transparency and accountability in day-to-day trucking operations. The petition was generally disfavored by transportation industry participants, citing, among other things, the petition's failure to address privacy and data security risks. It remains to be seen what rules, if any, may stem from this notice. However, in February 2023 the FMCSA announced a new operational test for monitoring and enforcing driver and motor carrier safety compliance standards.

In February 2023, the FMCSA issued a supplemental notice of proposed rulemaking requesting additional information on automated driving systems ("ADS") and seeking comment on regulatory approaches that would enable it to obtain relevant safety information and the current and anticipated size of the population of carriers operating ADS-equipped commercial motor vehicles. Public comment closed in March 2023, and it remains to be seen, what, if any, final rules will stem therefrom.

The FMCSA, in conjunction with the NHTSA, have announced their intention to propose a rule for performance standards and maintenance requirements for automatic emergency braking on heavy trucks. In June 2023, FMCSA and NHTSA issued a joint proposed rule that would require automated emergency braking on all new heavy-duty trucks. Additionally, in April 2023, NHTSA issued an advance notice of proposed rulemaking that would require side underride guards to be installed on all new heavy-duty trucks. Public comment on the FMCSA and NHTSA joint proposed rule and the NHTSA notice of proposed rulemaking closed in 2023, and it remains to be seen, what, if any, final rules will stem therefrom.

**Food Safety Modernization Act of 2011 ("FSMA")**

In April 2016, the Food and Drug Administration ("FDA") published a final rule establishing requirements for shippers, loaders, carriers by motor vehicle and rail vehicle, and receivers engaged in the transportation of food, to use sanitary transportation practices to ensure the safety of the food they transport as part of the FSMA. This rule sets forth requirements related to among other things, equipment used to transport food, measures taken during such transportation, personnel training, and record retention. These requirements took effect for larger carriers such as us in April 2017 and are also applicable when we perform as a carrier or as a broker. We believe we have been in compliance with these requirements since that time. However, if we are found to be in violation of applicable laws or regulations related to the FSMA, or if we transport food or goods that are contaminated or are found to cause illness and/or death, we could be subject to substantial fines, lawsuits, penalties and/or criminal and civil liability, any of which could have a material adverse effect on our business, financial condition, and results of operations.

As the FDA continues its efforts to modernize food safety, it is likely additional food safety regulations will take effect in the future. In July 2020, the FDA released its "New Era of Smarter Food Safety" blueprint, which creates a ten year roadmap to create a more digital, traceable and safer food system. This blueprint builds on the work done under the FSMA, and while it is still unclear what, if any, changes to the current governing framework may ultimately take effect, further regulation in this area could negatively affect our business by increasing our compliance obligations and related expenses going forward.

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**

**Legislation Regarding Independent Contractors**

Tax and other regulatory authorities, as well as independent contractors themselves, have sought in the past to assert that independent contractors in the trucking industry are employees rather than independent contractors. Federal legislators continue to introduce legislation concerning the classification of independent contractors as employees, including legislation that proposes to increase the tax and labor penalties against employers who intentionally or unintentionally misclassify employees as independent contractors and are also found to have violated employees' overtime or wage requirements. The Protecting the Rights to Organize ("PRO") Act was passed by the US House of Representatives and received by the US Senate in March 2021, which was further sent to the Senate's Committee on Health, Education, Labor, and Pensions. In 2023, a substantially similar bill was introduced to the US House of Representatives and referred to the House Committee on Education and Workforce. These bills propose to apply the "ABC Test" for classifying workers under Federal Fair Labor Standards Act claims. In January 2024, the Department of Labor published a final rule regarding independent contractor classification, which is set to take effect on March 11, 2024. The final rule rescinded the Independent Contractor Status Under the Fair Labor Standards Act. Under the 2024 rule, workers' relationship with a principal will be classified under six factors, including: (1) opportunity for profit and loss depending on managerial skill; (2) investments by the worker and the principal; (3) degree of permanence of the relationship; (4) nature and degree of control; (5) extent to which worker is integral to the principal's business; and (6) skill and initiative, together with a provision for unspecified other factors, to determine if such worker should be classified as an independent contractor. Additionally, federal legislators have sought to:

- abolish the current safe harbor allowing taxpayers meeting certain criteria to treat individuals as independent contractors if they are following a long-standing, recognized practice,
- extend the FLSA to independent contractors, and
- impose notice requirements based upon employment or independent contractor status and fines for failure to comply.

Some states have adopted initiatives to increase their revenues from items such as unemployment, workers' compensation, and income taxes, and we believe a reclassification of independent contractors as employees would help states with this initiative. Federal and state taxing and other regulatory authorities and courts apply a variety of standards in their determination of independent contractor status.

Recently, courts in certain states have issued decisions that could result in a greater likelihood that independent contractors would be judicially classified as employees in such states. Further, class actions and other lawsuits have been filed against us and other members of our industry seeking to reclassify independent contractors as employees for a variety of purposes, including workers' compensation and health care coverage. Our defense of such class actions and other lawsuits has not always been successful, and we have been subject to adverse judgments with respect to such matters. In addition, carriers such as us that operate or have operated lease-purchase programs have been more susceptible to lawsuits seeking to reclassify independent contractors that have engaged in such programs. If our independent contractors were determined to be our employees, we would incur additional exposure under federal and state tax, workers' compensation, unemployment benefits, labor, employment, and tort laws, which could potentially include prior periods, as well as potential liability for employee benefits and tax withholdings. We currently observe and monitor our compliance with current related and applicable laws and regulations, but we cannot predict whether future laws and regulations, judicial decisions, or settlements regarding the classification of independent contractors will adversely affect our business or operations.

In September 2019, California enacted A.B. 5 ("AB5"), a new law that changed the landscape of the state's treatment of employees and independent contractors. AB5 provides that the three-pronged "ABC Test" must be used to determine worker classification in wage-order claims. Under the ABC Test, a worker is presumed to be an employee and the burden to demonstrate their independent contractor status is on the hiring company through satisfying all three of the following criteria:

- the worker is free from control and direction in the performance of services;
- the worker is performing work outside the usual course of the business of the hiring company;
- the worker is customarily engaged in an independently established trade, occupation, or business.

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**

How AB5 will be enforced is still to be determined. In January 2021, the California Supreme Court ruled that the ABC Test could apply retroactively to all cases not yet final as of the date the original decision was rendered, April 30, 2018. While it was set to go into effect in January 2020, a federal judge in California issued a preliminary injunction barring the enforcement of AB5 on the trucking industry while the California Trucking Association ("CTA") went forward with its suit seeking to invalidate AB5. The Ninth Circuit Court of Appeals rejected the reasoning behind the injunction in April 2021, ruling that AB5 is not pre-empted by federal law, but granted a stay of the AB5 mandate in June 2021, preventing its application and temporarily continuing the injunction, while the CTA petitioned the US Supreme Court to review the decision. In November 2021, the US Supreme Court requested that the US solicitor general weigh in on the case. The injunction remained in place until the US Supreme Court declined to hear the matter. As a result, the injunction was lifted and retroactively placed AB5 into law as of January 2020. Litigation surrounding the matter continues, and the Ninth Circuit is currently scheduled to hear arguments on a case concerning AB5 in March 2024; however, it remains unclear whether such challenges will be successful in invalidating the law. It is also possible AB5 will spur similar legislation in states other than California, which could adversely affect our results of operations and profitability.

### **Wage and Hour Legislation**

In December 2018, the FMCSA granted a petition filed by the American Trucking Associations and in doing so determined that federal law does preempt California's wage and hour laws, and interstate truck drivers are not subject to such laws. The FMCSA's decision has been appealed by labor groups and multiple lawsuits have been filed in federal courts seeking to overturn the decision. In January 2021, the Ninth Circuit Court of Appeals upheld the FMCSA's determination that federal law does preempt California's meal and rest break laws, as applied to drivers of property-carrying commercial motor vehicles. Other current and future state and local wage and hour laws, including laws related to employee meal breaks and rest periods, may also vary significantly from federal law. Further, driver piece rate compensation, which is an industry standard, has been attacked as non-compliant with state minimum wage laws. Both of these issues are adversely impacting the Company and the industry as a whole, with respect to the practical application of the laws, thereby resulting in additional cost. As a result, we are subject to an uneven patchwork of wage and hour laws throughout the US. If federal legislation is not passed preempting state and local wage and hour laws, we will either need to comply with the most restrictive state and local laws across our entire fleet, or revise our management systems to comply with varying state and local laws. Either solution could result in increased compliance costs, increased driver turnover, decreased efficiency, and amplified legal exposure.

In a 2023 case involving the Fair Labor Standards Act, the First Circuit Court of Appeals affirmed a decision that would require additional payment to team drivers to be paid while in their sleeper berth. It is unclear if other jurisdictions will adopt this view, or if any legislation will result from this holding. If so, this could have a material adverse effect on our business, financial condition, and results of operations.

In November 2023, a bill was introduced to Congress that would eliminate an exclusion of truck drivers from receiving overtime pay. If enacted, this could have a material adverse effect on our business, financial condition, and results of operations.

---

### **Other Regulation**

#### **Inflation Reduction Act**

President Biden has indicated his intent to make a green infrastructure package a top priority for his administration. In August 2022, the Inflation Reduction Act of 2022 was signed into law by President Biden. Among other considerations, the Inflation Reduction Act contains provisions relating to energy, climate change, and tax reform. In particular, the Inflation Reduction Act shifts timing for certain tax payments, imposes an excise tax on certain corporate stock buybacks, and creates a 15% corporate alternative minimum tax, which is generally applicable to corporations that reported over \$1 billion in profits in each of the three proceeding tax years. Tax changes in the Inflation Reduction Act, together with changes to any other US tax laws may have an adverse impact on our business and profitability. It is unclear what other legislative initiatives will be signed into law and what changes they may undergo. However, adoption and implementation could negatively impact our business by increasing our compliance obligations and related expenses.

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**

**Infrastructure Spending**

In November 2022, Senate lawmakers introduced legislation that would set aside grant funds over four years to expand truck parking across the United States. Such legislation would allow for the creation of new parking areas, the expansion of existing facilities, and the approval of commercial parking at existing weigh stations, rest areas, and park-and-ride facilities. It would also allow for truck parking expansion at commercial truck stops and travel plazas. Industry groups are generally in favor of the bill, as a lack of available parking has negatively impacted the industry as a whole, including the Company and its subsidiaries.

**Brokerage Liability**

Recently, federal courts have reached different decisions on the issue of whether preemption applies to broker liability. In June 2022, the US Supreme Court declined to review a Ninth Circuit Court of Appeals decision involving a personal injury suit alleging that a freight broker had liability for an accident because it breached its duty to select a competent contractor to transport the load in question. In its petition to the US Supreme Court, the broker unsuccessfully argued that the Ninth Circuit's decision improperly disallowed federal preemption and would expose freight brokers to a patchwork of state regulations across the United States. In April 2023, the Eleventh Circuit Court held that the Federal Aviation Administration Authorization Act ("FAAAA") expressly preempted such personal liability claims against a broker. Additionally, in July 2023, the Seventh Circuit Court of Appeals affirmed the holding of a lower court that the FAAAA's preemption provision applied and that a certain safety exception within the FAAAA did not save the plaintiff's claim from preemption. In January 2024, the US Supreme Court declined to review the case from the Seventh Circuit Court of Appeals. It is uncertain how long the current circuit split will continue and whether the US Supreme Court will decide to review similar cases in the future. If additional circuit courts, or the US Supreme Court, adopt the Ninth Circuit view, freight brokers' ability to rely on federal agency standards in selecting motor carriers would be called into question. It could also lead to primary (as opposed to contingent) liability being imposed upon freight brokers, and increased insurance premiums for brokerage operations generally. Although we are committed to selecting safe and secure motor carriers in carrying out our brokerage activities, if we are found to be negligent in the motor carrier selection process it could lead to significant liabilities in the event of an accident, which could have a materially adverse effect on our business and operating results.

**IIJA**

The IIJA was signed into law by President Biden in November 2021. The roughly \$1.2 trillion bill contains an estimated \$550 billion in new spending, which will impact transportation. In particular, it dedicates more than \$100 billion for surface transportation networks and roughly \$66 billion for freight and passenger rail operations. Provisions in the law specific to trucking are discussed above. It otherwise remains unclear how the IIJA will be implemented into and affect our industry in the long term. The IIJA may result in increased compliance and implementation related expenses, which could have a negative impact on our operations.

**SHIP IT Act**

In January 2023, the Safer Highways and Increased Performance for Interstate Trucking Act (the "SHIP IT Act") was introduced into the US House of Representatives. As proposed, the SHIP IT Act would allow states to issue special permits for overweight vehicles and loads during emergencies, allow drivers to apply for Workforce Innovation and Opportunity Act grants, attempt to recruit truck drivers to the industry through targeted and temporary tax credits, streamline the CDL process in certain respects, and expand access to truck parking and rest areas for commercial drivers. It remains unclear whether the SHIP IT Act will ultimately become law, however, and what changes it may undergo prior to finalization.

**Truck Leasing Task Force**

In February 2023, the Secretary of Transportation announced the creation of the Truck Leasing Task Force ("TLTF"). The TLTF is a committee tasked with evaluating lease agreements in the industry and their effects on industry participants, including independent contractors. Any future laws or regulations stemming from the TLTF could disrupt the Company's leasing practices and cause materially adverse effects on our operations and financial position.

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**

**Regulatory Impacts from COVID-19**

Given COVID-19's considerable effect on our nation and the transportation industry, the FMCSA previously issued and extended various temporary measures in response to the COVID-19 pandemic. However, as additional tools, protective equipment, policies, practices, and medicines have been developed in response to COVID-19, in October 2022, the FMCSA ended the hours of service waiver previously issued with respect to certain types of shipments, such as, livestock, medical supplies, vaccines, groceries, and diesel fuel. Although to date these response measures have largely been enacted in order to assist industry participants in operating under adverse circumstances, any further responsive measures or the lapsing of temporary measures previously enacted, remain unclear and could have a negative impact on our operations.

Any similar future outbreak, border restrictions, or vaccination, testing or mask mandates that are allowed to go into effect, could, among other things, (1) cause our unvaccinated employees (particularly our unvaccinated driving associates) to go to smaller employers, if such employers are not subject to future mandates, or leave the trucking industry, (2) result in logistical issues, increased expenses, and operational issues from arranging for weekly tests of our unvaccinated employees, especially our unvaccinated driving associates, (3) result in increased costs for recruitment and retention of driving associates, including the cost of weekly testing, and (4) result in decreased revenue if we are unable to recruit and retain driving associates. Any future vaccination, testing or mask mandates that apply to driving associates could significantly reduce the pool of driving associates available to us and our industry, which would further impact the ongoing extreme shortage of available driving associates. Accordingly, any vaccination, testing or mask mandates, if allowed to go into effect, could have a material adverse effect on our business, financial condition, and results of operations.

**Available Information**

General information about the Company is provided, free of charge, regarding Knight at [www.knighttrans.com](http://www.knighttrans.com) and regarding Swift at [www.swifttrans.com](http://www.swifttrans.com). These websites also include links to Knight-Swift's investor site, <http://investor.knight-swift.com>, which includes our annual reports on Form 10-K with accompanying XBRL documents, quarterly reports on Form 10-Q with accompanying XBRL documents, current reports on Form 8-K with accompanying XBRL documents, and amendments to those reports that are filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as soon as reasonably practicable once the material is electronically filed or furnished to the SEC. The SEC maintains an internet site that contains reports, proxy and information statements and other information regarding issuers that file electronically with the SEC at [www.sec.gov](http://www.sec.gov).

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**

**ITEM 1A. RISK FACTORS**

When evaluating our company, the following risks should be considered in conjunction with the other information contained in this Annual Report. If we are unable to mitigate and/or are exposed to any of the following risks in the future, then there could be a material, adverse effect on our business, results of operations, or financial condition.

Our risks are grouped into the following risk categories:			
Strategic	Operational	Compliance	Financial
*Industry and Competition	*Company Growth	*Trucking Industry Regulation	*Capital Requirements
*Market Changes	*Customers	*Internal Controls	*Debt
*Macroeconomic Changes	*Vendors and Suppliers	*Environmental Regulation	*Goodwill and Intangibles
*International Operations	*Insurance	*Labor Regulation	*Investments
*Mergers and Acquisitions	*Employees	*ESG	*Taxation
	*Independent Contractors	*Climate Change	
	*Systems and Cybersecurity		
	*Public Health		

## Strategic Risk

***Our business is subject to economic, credit, business, and regulatory factors that are largely beyond our control, any of which could have a materially adverse effect on our results of operations.***

The full truckload, LTL, intermodal, and brokerage industries are highly cyclical, and our business is dependent on a number of factors that may have a materially adverse effect on our results of operations, many of which are beyond our control. In the pursuit of our goal of building a nationwide LTL network, there can be no assurance that we will be able to successfully add new markets or terminals, or whether such markets and terminals will be profitable. Expansion of our LTL network could disrupt our existing operations, distract management as they seek to improve operations from the expansion, incur additional costs as we work to make new locations operational, and increase the risks associated with our LTL operations if such expansion is detrimental to our profitability, service levels, or operations.

Economic conditions that decrease shipping demand or increase the supply of available tractors and trailers can exert downward pressure on rates and equipment utilization, thereby decreasing asset productivity. The risks associated with these factors are heightened when the US economy is weakened. During such times, we may experience a reduction in overall freight levels and freight patterns may change as supply chains are redesigned, resulting in an imbalance between our capacity and our customers' freight demands. Unfavorable market and economic conditions such as weakened freight demand and inflation have had a materially adverse impact on our results of operations in the past, and the occurrence or continuance thereof could have similar impacts in the future.

We cannot predict future economic conditions, fuel price fluctuations, cost increases, revenue equipment resale values, or how consumer confidence, macroeconomic conditions, or production capabilities, could be affected by armed conflicts or terrorist attacks, government efforts to combat terrorism, military action against a foreign state or group located in a foreign state, or heightened security requirements. Enhanced security measures in connection with such events could impair our operating efficiency and productivity and result in higher operating costs.

***We operate in a highly competitive and fragmented industry, and numerous competitive factors could limit growth opportunities and could have a materially adverse effect on our results of operations.***

We operate in a highly competitive industry. The following factors could limit our growth opportunities and have a materially adverse effect on our results of operations:

- many of our competitors periodically reduce their freight rates to gain business, especially during times of reduced growth rates in the economy, which may limit our ability to maintain or increase freight rates or maintain or grow profitability of our business;
- some of our customers operate their own private trucking fleets and they may decide to transport more of their own freight;
- competition from non-asset-based and other logistics and freight brokerage companies may adversely affect our customer relationships and freight rates;

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**

- advances in technology may require us to increase investments in order to remain competitive, and our customers may not be willing to accept higher freight rates to cover the cost of these investments; and
- our brand names are valuable assets that are subject to the risk of adverse publicity (whether or not justified), which could result in the loss of value attributable to our brand and reduced demand for our services.

***Increased prices for new revenue equipment, design changes of new engines, decreased availability of new revenue equipment, future use of autonomous trucks, and the failure of manufacturers to meet their sale or trade-back obligations to us could have a materially adverse effect on our business, financial condition, results of operations, and profitability.***

We are subject to risk with respect to higher prices for new equipment for our full truckload and LTL operations. We have experienced an increase in prices for new tractors and trailers over the past few years, a significant increase in costs in recent quarters, and the resale value of the tractors and trailers has not increased to the same extent. Increased regulation has increased the cost of our new tractors and could impair equipment productivity, in some cases, resulting in lower fuel mileage, and increasing our operating expenses. Future use of autonomous and alternative fuel tractors could increase the price of new tractors and decrease the value of used, non-autonomous tractors. We expect to continue to pay increased prices for equipment and incur additional expenses for the foreseeable future.

Furthermore, a decrease in vendor output may have a materially adverse effect on our ability to purchase or take possession of a quantity of new revenue equipment that is sufficient to sustain our desired growth rate and to maintain a late-model fleet.

Tractor and trailer vendors may reduce their manufacturing output in response to lower demand for their products in economic downturns or shortages of component parts. Tractor and trailer manufacturers have recently experienced periodic shortages of certain components and supplies, including semiconductor chips, forcing some manufacturers to curtail or suspend their production, which has led to a lower supply of tractors and trailers, higher prices, and lengthened trade cycles, which could have a material adverse effect on our business, financial condition, and results of operations, particularly our maintenance expense and driver retention.

We have certain revenue equipment leases and financing arrangements with balloon payments at the end of the lease term equal to the residual value we are contracted to receive from certain equipment manufacturers upon sale or trade back to the manufacturers. If we do not purchase new equipment that triggers the trade-back obligation, or the equipment manufacturers do not pay the contracted value at the end of the lease term, we could be exposed to losses equal to the excess of the balloon payment owed to the lease or finance company over the proceeds from selling the equipment on the open market.

We have trade-in and repurchase commitments that specify, among other things, what our primary equipment vendors will pay us for disposal of a substantial portion of our revenue equipment. The prices we expect to receive under these arrangements may be higher than the prices we would receive in the open market. We may suffer a financial loss upon disposition of our equipment if these vendors refuse or are unable to meet their financial obligations under these agreements.

***Declines in demand for our used revenue equipment could result in decreased equipment sales, resale values, and gains on sales of assets.***

We are sensitive to the used equipment market and fluctuations in prices and demand for tractors and trailers. The market for used equipment is affected by several factors, including the demand for freight, the supply of new and used equipment, the availability and terms of financing, the presence of buyers for export to foreign countries, and commodity prices for scrap metal. Declines in demand for the used equipment we sell could result in diminished sales volumes or lower used equipment sales prices, either of which could negatively affect our gains on sales of assets. We have seen a softening of the used equipment market recently, which has led to lower gain on sale in recent quarters.

***If fuel prices increase significantly or fuel availability becomes scarce, our results of operations could be adversely affected.***

Our full truckload and LTL operations are dependent upon diesel fuel, and accordingly, significant increases in diesel fuel costs or decreases in availability of fuel could materially and adversely affect our results of operations

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**

and financial condition if we are unable to pass increased costs on to customers through rate increases or fuel surcharges.

The price and availability of diesel fuel are subject to fluctuations due to changes in the level of global oil production, seasonality, weather, global politics, and other market factors. Fuel is subject to regional pricing differences and often costs more on the West Coast and in the Northeast, where we have significant operations. While we use a fuel surcharge program to recapture a portion of the increases in fuel prices it does not protect us against the full effect of increases in fuel prices. Because our fuel surcharge recovery lags behind changes in fuel prices our fuel surcharge recovery may not capture the increased costs we pay for fuel, especially when prices are rising. Our results of operations would be negatively affected and more volatile to the extent we cannot recover higher fuel costs or fail to improve our fuel price protection through our fuel surcharge program. Any widespread or long-term shortage or rationing of diesel fuel could materially and adversely affect our results of operations.

***The conflicts in Ukraine and the Middle East, expansion of such conflicts to other areas or countries, or similar conflicts could adversely impact our business and financial results.***

Although we do not have any direct operations in the current areas of conflict, we may be affected by the broader consequences of such conflicts or their expansion to other areas or countries or similar conflicts elsewhere, such as increased inflation, supply chain issues, including shortages of new revenue equipment, access to parts for our revenue equipment, embargoes, geopolitical shift, access to diesel fuel, higher energy prices, potential retaliatory action by the Russian or other governments, including cyber-attacks, and the extent of the conflict's effect on the global economy. The magnitude of these risks cannot be predicted, including the extent to which the conflict may heighten other risks disclosed herein. Ultimately, these or other factors could materially and adversely affect our results of operations.

***We are subject to certain risks arising from doing business in Mexico.***

We have growing operations in Mexico, which subjects us to general international business risks, including:

- foreign currency fluctuation;
- changes in Mexico's economic strength;
- disruptions related to port of entry restrictions;
- difficulties in enforcing contractual obligations and intellectual property rights;
- burdens of complying with a wide variety of international and US export, import, business procurement, transparency, and corruption laws, including the US Foreign Corrupt Practices Act;
- changes in trade agreements and US-Mexico relations;
- theft or vandalism of our revenue equipment; and
- social, political, and economic instability.

***We may not make acquisitions in the future, or if we do, we may not be successful in our acquisition strategy.***

Historically, acquisitions have been a part of our growth strategy. There is no assurance that we will be successful in identifying, negotiating, or consummating any future acquisitions. If we do not make any future acquisitions, our growth rate could be materially and adversely affected. Any future acquisitions we undertake could involve issuing dilutive equity securities or incurring indebtedness, the terms of which may be less favorable to us than anticipated. In addition, acquisitions (including our recent acquisition of U.S. Xpress) involve numerous risks, any of which could have a materially adverse effect on our business and results of operations, including:

- the acquired company may not achieve anticipated revenue, earnings, or cash flow;
- we may assume liabilities beyond our estimates or what was disclosed to us;
- we may be unable to successfully assimilate or integrate the acquired company's operations or assets into our business and realize the anticipated economic, operational, and other benefits in a timely manner, which could result in substantial costs and delays or other operational, technical, or financial problems;
- transaction costs and acquisition-related integration costs could adversely affect our results of operations in the period in which such costs are recorded;
- the potential for deficiencies in internal controls at the acquired business, as well as implementing our own management information systems, operating systems and internal controls for the acquired operations;
- the timing and impact of purchase accounting adjustments;

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**

- diverting our management's attention from other business concerns;
- risks of entering into new markets or business offerings in which we have had no or only limited prior experience; and
- the potential loss of customers, key employees, or driving associates of the acquired company.

---

## **Operational Risk**

***We may not grow substantially in the future and we may not be successful in sustaining or improving our profitability.***

There is no assurance that in the future, our business will grow substantially or without volatility, nor can we assure you that we will be able to effectively adapt our management, administrative, and operational systems to respond to any future growth. Furthermore, there is no assurance that our operating margins will not be adversely affected by future changes in and expansion of our business or by changes in economic conditions or that we will be able to sustain or improve our profitability in the future.

Furthermore, the continued progression and development of new business offerings are subject to risks, including, but not limited to:

- initial unfamiliarity with pricing, service, operational, and liability issues;
- the potential need for additional capital, including for terminals and equipment;
- customer relationships may be difficult to obtain or retain, or we may have to reduce rates to gain and develop customer relationships;
- specialized equipment and information and management systems technology may not be adequately utilized;
- insurance and claims may exceed our past experience or estimations; and
- we may be unable to recruit and retain qualified personnel and management with requisite experience or knowledge of our logistics services, LTL operations, and other developing service offerings.

***We derive a significant portion of our revenues from our major customers, the loss of one or more of which could have a materially adverse effect on our business.***

A significant portion of our operating revenue is generated from a number of major customers, the loss of one or more of which could have a materially adverse effect on our business. Refer to Part I, Item 1, "Business" for information regarding our customer concentrations. Aside from our dedicated operations, we generally do not have long-term contractual relationships, rate agreements, or minimum volume guarantees with our customers. There is no assurance any of our customers will continue to utilize our services, renew our existing contracts, continue at the same volume levels, or not seek to modify terms of existing contracts, including rates. A reduction in or termination of our services by one or more of our major customers could have a materially adverse effect on our business, financial condition, and results of operations.

Retail and discount retail customers account for a substantial portion of our freight. Accordingly, our results may be more susceptible to trends in unemployment and retail sales than carriers that do not have this concentration.

In addition, our customers' financial difficulties could negatively impact our results of operations and financial condition, especially if these customers were to delay or default on payments to us. For our multi-year and dedicated contracts, the rates we charge may not remain advantageous. Further, despite the existence of contractual arrangements, certain of our customers may nonetheless engage in competitive bidding processes that could negatively impact our contractual relationship.

***We depend on third-party capacity providers, and service instability from these transportation providers could increase our operating costs and reduce our ability to offer intermodal and brokerage services, which could adversely affect our revenue, results of operations, and customer relationships.***

Our intermodal operations use railroads and some third-party drayage carriers to transport freight for our customers, and intermodal dependence on railroads could increase if we expand our intermodal services. In certain markets, rail service is limited to a few railroads or even a single railroad. Intermodal providers have experienced poor service from providers of rail-based services in the past. Our ability to provide intermodal services in certain traffic lanes would be reduced or eliminated if the railroads' services became unstable. Railroads could reduce their services in the future for various reasons, which may include work stoppages insufficient network capacity, adverse weather conditions, accidents, or other factors, which could increase the cost of the rail-based services we provide,

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**

could create cargo claims, and could reduce the reliability, timeliness, efficiency, and overall attractiveness of our rail-based intermodal services.

Our intermodal operations were negatively impacted by labor difficulties in the rail industry in 2022. Although labor challenges in the rail industry have softened, the future threat or occurrence of a work stoppage or strike among rail employees could significantly reduce or even halt operating capacity of our intermodal operations, which could have a materially adverse effect on our business, financial condition, and results of operations. Furthermore, price increases could result in higher costs to us, which we may be unable to pass on to our customers and could result in the reduction or elimination of our ability to offer intermodal services. In addition, we may not be able to negotiate additional contracts with railroads to expand our capacity, add additional routes, obtain multiple providers, or obtain railroad services at current cost levels, any of which could limit our ability to provide this service.

Our logistics operations are dependent upon the services of third-party capacity providers, including other truckload and LTL capacity providers. These third-party providers may seek other freight opportunities and may require increased compensation in times of improved freight demand or tight full truckload and LTL capacity. Most of our third-party capacity provider transportation services contracts are cancelable on 30 days' notice or less. If we are unable to secure the services of these third-parties, or if we become subject to increases in the prices we must pay to secure such services, and we are not able to obtain corresponding customer rate increases, our business, financial condition, and results of operations may be materially adversely affected.

***Insurance and claims expenses could significantly reduce our earnings.***

Our future insurance and claims expense might exceed historical levels, which could reduce our earnings. We self-insure, or insure through our captive insurance companies, a significant portion of our claims exposure. For a detailed discussion of our self-insurance programs, including self-insurance retention limits, please refer to Note 12 to the consolidated financial statements, included in Part II, Item 8 of this Annual Report. Higher self-insured retention levels may increase the impact of auto liability occurrences on our results of operations. We reserve for anticipated losses and expenses and periodically evaluate and adjust our claims reserves to reflect our experience. Estimating the number and severity of claims, as well as related judgment or settlement amounts, is inherently difficult, and claims may ultimately prove to be more severe than our estimates. This, along with legal expenses, incurred but not reported claims, and other uncertainties can cause unfavorable differences between actual self-insurance costs and our reserve estimates. Accordingly, ultimate results may differ materially from our estimates, which could result in losses over our reserved amounts and could materially adversely affect our financial condition and results of operations.

Although we believe our aggregate insurance limits should be sufficient to cover reasonably expected claims, it is possible that the amount of one or more claims could exceed our aggregate coverage limits. If any claim were to exceed our coverage, we would bear the excess, in addition to our other self-insured amounts. Furthermore, insurance carriers have raised premiums for many businesses, including transportation companies.

In addition, rising healthcare costs could negatively impact financial results or force us to make changes to existing benefit programs, which could negatively impact our ability to attract and retain employees.

***Insuring risk through our captive insurance companies could adversely impact our operations.***

We insure certain affiliated risks through our captive insurance company, Mohave and through our risk retention group, Red Rock. Additionally, Mohave provides reinsurance to third-party insurance companies for affiliated risks insured by those third-party insurance companies. Red Rock insures a share of our automobile liability risk. The insurance and reinsurance markets are subject to market pressures. Our captive insurance companies' abilities or needs to access the reinsurance markets may involve the retention of additional risk, which could expose us to volatility in claims expenses.

Our captive insurance companies are regulated by state authorities. State regulations generally provide protection to policy holders, rather than stockholders. These regulations may increase our costs of regulatory compliance, limit our ability to change premiums, restrict our ability to access cash held in our captive insurance companies, and otherwise impede our ability to take actions we deem advisable.

In the future, we may continue to insure our automobile liability risk through our captive insurance subsidiaries, which will cause increases in the required amount of our restricted cash or other collateral, such as letters of credit. Significant increases in the amount of collateral required by third-party insurance carriers and regulators would reduce our liquidity.

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**

***If we are unable to recruit, develop, and retain our key employees, our business, financial condition, and results of operations could be adversely affected.***

We are highly dependent upon the services of certain key employees and we believe their valuable knowledge about the trucking industry and relationships with our key customers and vendors would be difficult to replicate. We currently do not have employment agreements with our key employees, and the loss of any of their services or inadequate succession planning could negatively impact our operations and future profitability.

***Increases in driving associate compensation or difficulties attracting and retaining qualified driving associates could have a materially adverse effect on our profitability and the ability to maintain or grow our fleet.***

Difficulty in attracting and retaining sufficient numbers of qualified driving associates, independent contractors, and third-party capacity providers, could have a materially adverse effect on our growth and profitability. The full truckload and LTL transportation industries are subject to a shortage of qualified driving associates. Such shortage is exacerbated during periods of economic expansion, in which there may be alternative employment opportunities, or during periods of economic downturns, in which unemployment benefits might be extended and financing is limited for independent contractors who seek to purchase equipment or for students who seek financial aid for driving school. Furthermore, capacity at driving schools may be limited by future outbreaks of COVID-19 or other contagious diseases and any governmental imposed lockdown or other attempts to reduce the spread of such an outbreak may reduce the pool of potential drivers available to us. Regulatory requirements could further reduce the number of eligible driving associates. We believe our employee screening process, which includes extensive background checks and hair follicle drug testing, is more rigorous than generally employed in our industry and has decreased the pool of qualified applicants available to us. Our inability to engage a sufficient number of driving associates and independent contractors may negatively affect our operations.

In addition, we suffer from a high turnover rate of driving associates and independent contractors. This high turnover rate requires us to spend significant resources on recruiting and retention.

Further, our driving associate compensation and independent contractor expenses are subject to market conditions and we may find it necessary to increase driving associate and independent contractor contracted rates in future periods.

***Our arrangements with independent contractors expose us to risks that we do not face with our company driving associates.***

Our financing subsidiaries offer financing to some of the independent contractors we contract with to purchase or lease tractors from us. If these independent contractors default or experience a lease termination in conjunction with these agreements and we cannot replace them, we may incur losses on amounts owed to us. Also, if liquidity constraints or other restrictions prevent us from providing financing to the independent contractors we contract with in the future, then we could experience a shortage of independent contractors.

Our lease contracts with independent contractors are governed by federal leasing regulations, which impose specific requirements on us and the independent contractors. In the past, we have been the subject of lawsuits, alleging violations of lease agreements or failure to follow the contractual terms, some of which resulted in adverse decisions against the Company. We could be subjected to similar lawsuits and decisions in the future, which if determined adversely to us, could have an adverse effect on our financial condition.

"Other Regulation" in Part I, Item 1 of this Annual Report, discusses how we could be affected by changes in law or regulations regarding our leasing arrangements with independent contractors.

***We have operations and business lines in ancillary areas that may increase risk or impair our financial position.***

We have from time to time expanded our business lines into ancillary areas, such as support services provided to our customers and third-party carriers, including insurance coverage, equipment maintenance, equipment leasing, warehousing, trailer parts manufacturing, and warranty services. We may incur significant costs in the development and refinement of these business lines, some of which may be outside of our core competency. In addition, the development and expansion of these areas may result in us incurring unanticipated costs to effectively support the new business lines, the potential for disruption to our core business, the distraction of management, the inability to effectively compete with competitors in the areas of our new lines of business, and the potential that we may need to discontinue operations or business lines and incur significant related costs. We cannot guarantee that these businesses or strategies will be successful and any of these businesses or strategies may not achieve the

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**

anticipated financial results and could have an adverse effect on volatility, our business, financial condition and operating results.

***We are dependent on management information and communications systems and other information technology assets (including the data contained therein), and a significant systems disruption or failure in the foregoing, including those caused by cybersecurity breaches, whether internally or with third parties, could adversely affect our business.***

Our business depends on the efficient, stable, and uninterrupted operation of our management information and communications systems and other information technology assets (including the data contained therein). Our management information and communication systems are used in various aspects of our business. If any of our critical information or communications systems fail or become unavailable, it could temporarily affect the efficiency and effectiveness of our operations. Our operations and those of our providers are vulnerable to interruption by natural disasters, such as fires, storms, and floods, which may increase in frequency and severity due to climate change. We are also vulnerable to interruption by power loss, telecommunications failure, cyber-attacks, terrorist attacks, internet failures, and other events beyond our control. Our business and operations could be adversely affected in the event of a system failure, disruption, or security breach that causes a delay, interruption, or impairment of our services and operations. Although we carry insurance to help protect us from losses due to an interruption of our systems, the risk of a system failure, especially due to a cyber-attack, has increased since the commencement of the war between Russia and Ukraine. However, we are unable to quantify the degree which the risk has increased due to the conflict. In addition, there is no guarantee such an attack will fall within the coverage limits of our insurance. Any such failure, inability to upgrade or update, disruption, or security breach (including cyberattacks) related to our systems and technological assets may also impact third-parties upon which we rely in our business, and could hinder our services or such third-parties, which could have a materially adverse effect on our business.

We receive and transmit confidential data in the normal course of business. Despite our implementation of safeguards, our information and communication systems are vulnerable to disruption, unauthorized access and viewing, misappropriation, altering, or deleting of information. A security breach could damage our business operations and reputation and could cause us to incur costs associated with repairing our systems, increased security, customer notifications, lost operating revenue, litigation, regulatory action, and reputational damage.

In addition, the adoption of artificial intelligence ("AI") and other emerging technologies may become significant to operating results in the future. While AI and other technologies may offer substantial benefits, they may also introduce additional risk. If we are unable to successfully implement and utilize such emerging technologies as effectively as competitors, our results of operation may be negatively affected.

***Some of our employees work remotely, which may increase the cybersecurity risks to our business, including an increased demand for information technology resources, increased risk of phishing, and other cybersecurity attacks.***

We have, and will continue to have, a portion of our employee population that works from home full-time or under flexible work arrangements, and we have provided associates with expanded remote network access options which enable them to work outside of our corporate infrastructure and, in some cases, use their own personal devices, which exposes us to additional cybersecurity risks. Our employees working remotely may expose us to cybersecurity risks through: (i) unauthorized access to sensitive information as a result of increased remote access, including our employees' use of Company-owned and personal devices and videoconferencing functions and applications to remotely handle, access, discuss, or transmit confidential information, (ii) increased exposure to phishing and other scams as cybercriminals may, among other things, install malicious software on our systems and equipment and access sensitive information, and (iii) violation of international, federal, or state-specific privacy laws. We believe that the increased number of employees working remotely has incrementally increased our cyber risk profile, but we are unable to predict the extent or impacts of those risks at this time. A significant disruption of our information technology systems, unauthorized access to or loss of confidential information, or legal claims resulting from our violation of privacy laws could each have a material adverse effect on our business.

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**

***Seasonality and the impact of weather and other catastrophic events could have a materially adverse effect on our results of operations and profitability or make our results of operations and profitability more volatile.***

"Seasonality" in Part I, Item 1 of this Annual Report, discusses in detail how seasonality and weather could impact our operations.

***The effects of a widespread outbreak of an illness or disease, or any other public health crisis, as well as regulatory measures implemented in response to such events, could negatively impact the health and safety of our workforce and/or adversely impact our business, results of operations, financial condition, and cash flows.***

We face a wide variety of risks related to public health crises, epidemics, pandemics or similar events, such as COVID-19. If a new health epidemic or outbreak were to occur, we could experience broad and varied impacts similar to the impact of COVID-19, including adverse impacts to our workforce, our operations, and financial impacts, such as increased costs, tightening of credit markets, market volatility and a weakened freight environment. If any of these were to occur, our operations, financial condition, liquidity, results of operations, and cash flows could be adversely impacted.

---

## **Compliance Risk**

***We operate in a highly regulated industry, and changes in existing regulations or violations of existing or future regulations could have a materially adverse effect on our operations and profitability.***

We, our drivers, and our equipment are regulated by various federal and state agencies in the states, provinces, and countries in which we operate. Future laws and regulations or changes to existing laws and regulations may be more stringent, require changes in our operating practices, influence the demand for transportation services, or require us to incur significant additional costs, which could materially adversely affect our business, financial condition, and results of operations.

"Industry Regulation" and "Other Regulation" in Part I, Item 1 of this Annual Report, discusses in detail regulations related to our business that could materially impact our business, financial condition, and operations.

***Receipt of an unfavorable DOT safety rating or an unfavorable ranking under the CSA program could have a material adverse effect on our profitability and operations.***

If we, or one of our subsidiaries, received a conditional or unsatisfactory DOT safety rating or an unfavorable ranking under the CSA program, it could lead to increased risk of liability, increased insurance, maintenance and equipment costs, and potential loss of customers, which could materially adversely affect our business, financial condition, and results of operations.

"Industry Regulation" in Part I, Item 1 of this Annual Report, provides discussion of the DOT safety rating system and the CSA program.

***Ineffective internal controls could have a negative impact on our business, results of operations, and our reputation.***

Our internal controls over financial reporting may not prevent or detect misstatements because of its inherent limitations, including the possibility of human error, failure or interruption of information technology systems, the circumvention or overriding of controls, or fraud. Even effective internal controls can provide only reasonable assurance with respect to the preparation and fair presentation of financial statements. If we fail to maintain the adequacy of our internal controls, including any failure to implement required new or improved controls, or if we experience difficulties in their implementation, including with the implementation of our internal controls in acquired companies, our business and operating results could be harmed and we could fail to meet our financial reporting obligations, which also could have a negative impact on our reputation.

***Compliance with various environmental laws and regulations to which our operations are subject may increase our costs of operations, and non-compliance with such laws and regulations could result in substantial fines or penalties.***

We are subject to various environmental laws and regulations. We have instituted programs to monitor and control environmental risks and promote compliance with applicable environmental laws and regulations; however, in the event of any of the following, we could be subject to clean-up costs and liabilities, including substantial fines or

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**

penalties or civil and criminal liability, any of which could have a materially adverse effect on our business and results of operations:

- we are involved in a spill or other accident involving hazardous substances;
- there are releases of hazardous substances we transport;
- soil or groundwater contamination is found at our facilities or results from our operations; and
- we are found to be in violation of or fail to comply with applicable environmental laws or regulations.

Certain of our terminals are located on or near environmental Superfund sites designated by the EPA and/or state environmental authorities. We have not been identified as a potentially responsible party with regard to any such site. Nevertheless, we could be deemed responsible for clean-up costs.

In addition, tractors and trailers used in our full truckload and LTL operations are affected by laws and regulations related to air emissions and fuel efficiency. Governmental agencies continue to enact more stringent laws and regulations to reduce engine emissions. These laws and regulations are applicable to engines used in our revenue equipment. We have incurred and continue to incur costs related to the implementation of these more rigorous laws and regulations. Additionally, in certain locations governments have banned or may in the future ban internal combustion engines for some types of vehicles. To the extent these bans affect our revenue equipment, we may be forced to incur substantial expense to retrofit existing engines or make capital expenditures to update our fleet. As a result, our business, results of operations, and financial condition could be negatively affected.

As the environmental laws and regulations to which we are subject become more stringent, we may experience increased costs related to compliance, and if such laws and regulations take effect faster than we anticipate or are prepared for, we may experience difficulty complying. In addition, certain environmental laws and regulations may require us to disclose certain metrics or other data related to our operations that have historically been confidential. Failure to comply with these laws and regulations may result in fines or penalties, a decrease in productivity, and other constraints that could impair our financial and operational position and have a negative impact on our stock price and reputation. "Environmental Regulation" in Part I, Item 1 of this Annual Report, provides a discussion of the environmental laws and regulations applicable to our business and operations.

***Developments in labor and employment law and any unionizing efforts by employees could have a materially adverse effect on our results of operations.***

Although our only collective bargaining agreement exists at our Mexican subsidiary, we always face the risk that our employees will try to unionize. If we entered into a collective bargaining agreement with our domestic employees, it could have a material adverse effect on our business, customer retention, financial condition, results of operations, and liquidity, and could cause significant disruption of, or inefficiencies in, our operations, because:

- restrictive work rules could hamper our ability to improve or sustain operating efficiency or could impair our service reputation and limit our ability to provide certain services;
- a strike or work stoppage could negatively impact our profitability and could damage customer and employee relationships;
- shippers may limit their use of unionized companies because of the threat of strikes and other work stoppages;
- unionization of any of our operations could lead to pressure on our LTL and full truckload employees to unionize;
- collective agreements could result in material increases in wages and benefits; and
- an election and bargaining process could divert management's time and attention from our overall objectives and impose significant expenses.

If the independent contractors we contract with were ever re-classified as employees, the magnitude of this risk would increase. "Industry Regulation" in Part I, Item 1 of this Annual Report, provides discussion of labor and employment laws applicable to our business and operations.

***If our independent contractors are deemed by regulators or the judicial process to be employees, our business, financial condition, and results of operations could be adversely affected.***

Tax and other regulatory authorities, as well as independent contractors themselves, have increasingly asserted that independent contractors in the trucking industry are employees rather than independent contractors. Carriers such as us that operate or have operated lease-purchase programs have been more susceptible to lawsuits seeking to reclassify independent contractors that have engaged in such programs. We have been subject to litigation relating

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**

to such matters in the past and continue to be at risk moving forward. If the independent contractors we engage were determined to be our employees, we would incur additional exposure under federal and state tax, workers' compensation, unemployment benefits, labor, employment, insurance, discrimination, and tort laws, including for prior periods, as well as potential liability for employee benefits and tax withholdings. Furthermore, if independent contractors were deemed employees, then certain of our third-party revenue sources, including shop and insurance margins, would be eliminated. "Industry Regulation" in Part I, Item 1 of this Annual Report, provides discussion of legislation regarding independent contractors.

***Litigation may adversely affect our business, financial condition, and results of operations.***

The nature of our business exposes us to the potential for various claims and litigation, including class-action litigation and other legal proceedings related to personal injury, labor and employment, property damage, cargo claims, safety and contract compliance, environmental liability, and other matters, and we have been subject to litigation regarding these matters in the past. The number and severity of litigation claims may be worsened by various factors, including, among others, weather and distracted driving by both truck drivers and other motorists. These legal proceedings have resulted, and may result in the future, in the payment of substantial settlements or damages and increases in our insurance costs.

Recently, trucking companies, including us, have been subject to lawsuits, including class action lawsuits, alleging violations of various federal and state wage and hour laws regarding, among other things, employee meal breaks, rest periods, overtime eligibility, and failure to pay for all hours worked. A number of these lawsuits have resulted in the payment of substantial settlements or damages by the defendants.

The outcome of litigation, particularly class action lawsuits and regulatory actions, is difficult to assess or quantify, and the magnitude of the potential loss relating to such lawsuits may remain unknown for substantial periods of time. We establish reserves based on our assessment of known legal matters and contingencies. New legal claims, or subsequent developments related to known claims, may affect our assessment and estimates of our recorded legal reserves and may require us to make payments in excess of our reserves. The cost to defend litigation may also be significant. Because of the potential expenses and uncertainties associated with litigation, we may from time to time settle disputes, even where we believe we have a meritorious position. Further, not all claims are covered by our insurance, and there can be no assurance that our coverage limits will be adequate to cover all amounts in dispute. To the extent we experience claims that are uninsured, exceed our coverage limits, involve significant aggregate use of our self-insured retention amounts, or cause increases in future premiums, the resulting expenses could have a materially adverse effect on our business, results of operations, financial condition, or cash flows, and our involvement in legal proceedings could negatively impact our business reputation and our relationship with our customers, suppliers, and employees.

***Changes to trade regulation, quotas, duties or tariffs, caused by the changing US and geopolitical environments or otherwise, may increase our costs and adversely affect our business.***

The imposition of additional tariffs or quotas or changes to certain trade agreements, could, among other things, increase the costs of the materials used by our suppliers to produce new revenue equipment or increase the price of fuel. Such cost increases for our revenue equipment suppliers would likely be passed on to us, and to the extent fuel prices increase, we may not be able to fully recover such increases through rate increases or our fuel surcharge program, either of which could have an adverse effect on our business.

***Increasing attention on environmental, social, and governance (ESG) matters may have a negative impact on our business, impose additional costs on us, and expose us to additional risks.***

Companies are facing increasing attention from stakeholders relating to ESG matters, including environmental stewardship, social responsibility, and diversity and inclusion. Organizations that provide information to investors on corporate governance and related matters have developed ratings processes for evaluating companies on their approach to ESG matters. Such ratings are used by some investors to inform their investment and voting decisions. Unfavorable ESG ratings may lead to negative investor sentiment toward the Company, which could have a negative impact on our stock price.

Our Sustainability Report reflects our current initiatives and is not a guarantee that we will be able to achieve them. Our ability to successfully execute these initiatives and accurately report our progress presents numerous operational, financial, legal, reputational and other risks, many of which are outside our control, and all of which could have a material negative impact on our business. Additionally, the implementation of these initiatives imposes additional costs on us. If our ESG initiatives fail to satisfy our stakeholders, then our reputation, our ability to attract

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**

or retain employees, and our attractiveness as an investment and business partner could be negatively impacted. Similarly, our failure, or perceived failure, to pursue or fulfill our goals, targets and objectives or to satisfy various reporting standards within the timelines we announce, or at all, could also have similar negative impacts and expose us to government enforcement actions and private litigation.

***We are subject to risks associated with climate change, including the potential increased impacts of severe weather events on our operations and infrastructure.***

The potential physical effects of climate change, such as increased frequency and severity of storms, floods, fires, fog, mist, freezing conditions, sea-level rise and other climate-related events, could cause loss or damage to our equipment or properties, deteriorate or destroy the infrastructure upon which we rely, increase the likelihood of accidents, disrupt fuel supplies, and/or increase our claims liabilities and our cost to obtain insurance coverage, any of which could impair our operations and financial position. Operational impacts, such as the delay or difficulty in delivering freight, could result in loss of revenue, decrease the demand for our services, and harm our reputation. In addition, certain warehouses and loading docks that we frequently utilize and certain of our terminals are in locations susceptible to the impacts of storm-related flooding and sea-level rise, which could result in costs and loss of revenue. We could incur significant costs to improve the climate resiliency of our equipment and properties and otherwise prepare for, respond to, and mitigate such physical effects of climate change. We are not able to accurately predict the materiality of any potential losses or costs associated with the physical effects of climate change.

Concern over climate change, including the impact of global warming, has led to significant legislative and regulatory efforts to limit carbon and other greenhouse gas emissions. Emission-related regulatory actions have historically resulted in increased costs related to revenue equipment, diesel fuel, equipment maintenance, and environmental monitoring or reporting requirements, and future legislation, if any, could impose substantial costs that may adversely affect our results of operations. In addition, any such legislation may require changes in our operating practices, impair equipment productivity, or require additional reporting disclosures, and compliance with any such legislation may increase our risk of litigation or governmental investigations or proceedings.

## **Financial Risk**

***We have significant ongoing capital requirements that could affect our profitability if our capital investments do not match customer demand for invested resources, we are unable to generate sufficient cash from operations, or we are unable to obtain financing on favorable terms.***

Our full truckload and LTL operations are capital intensive, and our policy of operating newer equipment requires us to expend significant amounts on capital annually. If anticipated demand differs materially from actual usage, our capital intensive full truckload and LTL operations may have too many or too few assets. The recent expansion of our operations to LTL has increased and will continue to increase our capital requirements for real estate associated with LTL operations. During periods of decreased customer demand, our asset utilization may suffer, and we may be forced to sell equipment on the open market or turn in equipment under certain equipment leases in order to right-size our fleet. This could cause us to incur losses on such sales or require payments in connection with such turn-ins, particularly during times of a softer used equipment market, either of which could have a materially adverse effect on our profitability.

In the event that we are unable to generate sufficient cash from operations, maintain compliance with financial and other covenants in our financing agreements, or obtain equity capital or financing on favorable terms in the future, we may have to limit our fleet size, enter into less favorable financing, or operate our revenue equipment for longer periods, any of which could have a materially adverse effect on our operations and profitability.

If credit markets weaken, it may be difficult for us to access our current sources of credit and may be difficult for our lenders to find the capital to fund us. We may need to incur additional debt, or issue debt or equity securities in the future, to refinance existing debt, fund working capital requirements, make investments, or support other business activities. Declines in consumer confidence, decreases in domestic spending, economic contractions, rating agency actions, and other trends in the credit market may impair our future ability to secure financing on satisfactory terms, or at all.

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**

***In the future, we may need to obtain additional financing that may not be available or, if it is available, may result in a reduction in the percentage ownership of our then-existing stockholders.***

We may need to raise additional funds in order to:

- finance unanticipated working capital requirements, capital investments, or refinance existing indebtedness;
- develop or enhance our technological infrastructure and our existing products and services;
- fund strategic relationships;
- respond to competitive pressures; and
- acquire complementary businesses, technologies, products, or services.

If the economy and/or the credit markets weaken, or we are unable to enter into finance or operating leases to acquire revenue equipment on terms favorable to us, our business, financial results, and results of operations could be materially adversely affected, especially if consumer confidence declines and domestic spending decreases. If adequate funds are not available or are not available on acceptable terms, our ability to fund our strategic initiatives, take advantage of unanticipated opportunities, develop or enhance technology or services, or otherwise respond to competitive pressures could be significantly limited. If we raise additional funds by issuing equity or convertible debt securities, the percentage ownership of our then-existing stockholders may be reduced, and holders of these securities may have rights, preferences, or privileges senior to those of our then-existing stockholders. Volatility to equity markets could also impair our financial position in general terms and our ability to effectively capitalize on potential merger and acquisition opportunities.

***In the event of an economic downturn or disruption in the credit markets, our indebtedness could place us at a competitive disadvantage in terms of our ability to raise additional capital to fund our operations, limit our ability to react to changes in the economy or our industry, and prevent us from meeting our debt obligations compared to our competitors that are less leveraged.***

This could have negative consequences that include:

- increased vulnerability to adverse economic, industry, or competitive developments;
- cash flows from operations that are committed to payment of principal and interest, thereby reducing our ability to use cash for our operations, capital expenditures, and future business opportunities;
- increased interest rates that would affect our variable rate debt or our ability to utilize appropriate leverage in general;
- potential noncompliance with financial covenants, borrowing conditions, and other debt obligations (where applicable);
- lack of financing for working capital, capital expenditures, product development, debt service requirements, and general corporate or other purposes;
- limits on our flexibility to plan for, or react to, changes in our business, market conditions, or in the economy; and
- undertaking cost-saving measures that adversely impact on our ability to grow and our long-term financial position.

***Our debt agreements contain restrictions that limit our flexibility in operating our business.***

As detailed in Note 15 to the consolidated financial statements, included in Part II, Item 8 of this Annual Report, we must comply with various affirmative, negative, and financial covenants. A breach of any of these covenants could result in default or (when applicable) cross-default. Upon default under our primary credit facility, the lenders could elect to declare all outstanding amounts to be immediately due and payable, as well as terminate all commitments to extend further credit. Such actions by those lenders could cause cross-defaults with our other debt agreements. If we were unable to repay those amounts, the lenders could use any collateral granted to satisfy all or part of the debt owed to them. If the lenders accelerated our debt repayments, we might not have sufficient assets to repay all amounts borrowed.

In addition, we have other financing that includes certain affirmative and negative covenants and cross-default provisions. Failure to comply with these covenants and provisions may jeopardize our ability to continue to sell receivables under the facility and could negatively impact our liquidity.

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**

***Our debt agreements contain variable rate debt that could affect our financial results should interest rates rise.***

We are subject to exposure from variable interest rates, as described in Item 7A of this Annual Report.

***We could determine that our goodwill and other indefinite-lived intangibles are impaired, thus recognizing a related impairment loss.***

We have goodwill and indefinite-lived intangible assets on our balance sheet, which has increased since our U.S. Xpress acquisition. Given our history of acquisitions and growth objectives, our goodwill and intangible assets could grow. We periodically evaluate our goodwill and indefinite-lived intangible assets for impairment. We could recognize impairments in the future, and we may never realize the full value of our intangible assets. If these events occur, our profitability and financial condition will suffer.

***If our investments in entities are not successful or decrease in market value, we may be required to write off or lose the value of a portion or all of our investments, which could have a materially adverse effect on our results of operations.***

Through one of our wholly-owned subsidiaries, we have directly or indirectly invested in certain entities that make privately negotiated equity investments. In the past, the Company has recorded impairment charges to reflect the other-than-temporary decreases in the fair value of its portfolio. If the financial position of any such entity declines, we could be required to write down all or part of our investment in that entity, which could have a materially adverse effect on our results of operations.

***Changes in taxation could lead to an increase of our tax exposure and could affect the Company's financial results.***

President Biden has provided some informal guidance on what federal tax law changes he supports, such as an increase in the corporate tax rate from its current top rate of 21%. If an increase in the corporate tax rate is passed by Congress and signed into law, it could have a materially adverse effect on our financial results and financial position. At December 31, 2023, the Company has a deferred tax liability of \$951.7 million. The amount of deferred tax liability is determined by using the enacted tax rates in effect for the year in which differences between the financial statement and tax basis of assets and liabilities are expected to reverse. Accordingly, our net current tax liability has been determined based on the currently enacted rate of 21%. If the current rate were increased due to legislation, it would have an immediate revaluation of our deferred tax assets and liabilities in the year of enactment. For example, an increase in the tax rate from 21% to 28% would result in the immediate increase in our net deferred tax liability of approximately \$273.4 million, with a corresponding increase to income tax expense in the year of enactment to reflect the revaluation.

**ITEM 1B. UNRESOLVED STAFF COMMENTS**

None.

**ITEM 1C. CYBERSECURITY**

## Cybersecurity Risk Management and Strategy

### Risk Management Strategy

While no organization can eliminate cybersecurity risk entirely, we devote significant resources to our cybersecurity strategy that we believe is reasonably designed to mitigate our cybersecurity and information technology risk. These efforts are designed to protect against, and mitigate the effects of, among other things, cybersecurity incidents where unauthorized parties attempt to access confidential, sensitive, or personal information; potentially hold such information for ransom; destroy data; disrupt or delay our operations or systems; or otherwise cause harm to the Company, our customers, employees, or other key stakeholders.

**Process** — We use a multi-layered defensive cybersecurity strategy based on best practices to identify risks, protect technology assets, detect anomalies, respond to, and recover from cybersecurity incidents. Our processes to identify, assess, and manage material risks from cybersecurity threats includes the following:

- **Identify** - We identify risks from cybersecurity threats by first developing and maintaining an understanding of assets and systems essential to our operation and reputation, as well as assets and systems that could provide value to threat actors. Any attempt by a threat actor is considered a potential risk if a threat actor can use it to reduce the value of an asset, reduce our ability to utilize or otherwise access the value of an asset, or surreptitiously gain or increase their access to an asset or system which would result in decreased information security or a disruption in our operations.
- **Assess** - We assess risks from cybersecurity threats by evaluating exposure of our assets to identified cyber risks, as well as potential impacts to our operations or reputation from our inability to access or utilize an asset or system, or a threat actor's ability to gain access to an asset or system. We further evaluate the potential materiality of these risks based on the potential impact to our operations or reputation.
- **Manage** - We mitigate risks from cybersecurity threats by applying multiple layers of defense to maximize our continued ability to access or utilize an asset or system and minimize threat actors' ability to gain or increase their access to an asset or system. We prioritize defensive mechanisms, including administrative, physical, and technical controls, according to their relative cost and reduction in risk.

We further monitor, test, assess, and update these processes, including working with technology partners, government agencies, regulators, law enforcement, industry groups, and peers to implement practices to guard against an evolving cyber threat environment and to ensure we remain compliant with relevant regulatory requirements. We offer cybersecurity training for staff at key sites, focusing on reducing human risk through anti-phishing and social engineering exercises. We also carry cybersecurity insurance that provides protection against potential losses arising from certain cybersecurity incidents as part of our cybersecurity risk mitigation strategy.

**Integration into our Risk Management Program** — Our processes to assess, identify, and manage cybersecurity risks are expressly incorporated into our risk management program, which includes technology as one of the five primary risk categories addressed by our risk program, with cybersecurity risks being one of the three subcategories within the technology risk category. As a result, our risk management leadership team works with the Chief Information Officer ("CIO") and Vice President of Information Technology Security ("VPIT"), which we refer to collectively as "Cybersecurity Leadership," to define the top areas of risk in both the technology and cybersecurity areas, with such risks incorporated into our risk management program. Our risk management leadership team also meets on a quarterly basis with our cross-functional technology risk working group, comprised of leaders across the information technology, operations, internal audit, information security and legal departments, to monitor developments on an ongoing basis in the threat landscape in order to identify and prioritize key cybersecurity threats that may impact the Company.

### Incident Response

The Company has a dedicated cybersecurity incident response team, overseen by Cybersecurity Leadership, which is responsible for managing and coordinating the Company's cybersecurity incident response plans and efforts. This team also collaborates closely with other teams in identifying, protecting from, detecting, responding to, and recovering from cybersecurity incidents. Cybersecurity incidents that meet certain thresholds are escalated to Cybersecurity Leadership and cross-functional teams on an as-needed basis for support and guidance. Additionally, this team tracks potentially material cybersecurity incidents to help identify and analyze them. The Company's cybersecurity incident response team partners with the Company's internal cybersecurity teams as well as with

## KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.

external legal advisors, communication specialists, government agencies, regulators, law enforcement, and other key stakeholders as appropriate to respond to cybersecurity incidents. The Company maintains a cybersecurity incident response plan to prepare for and respond to cybersecurity incidents. The incident response plan includes standard processes for reporting and escalating cybersecurity incidents to senior management and the Board as appropriate. Additionally, the Company conducts at least one cybersecurity tabletop exercise on an annual basis, where members of a cross-functional team engage in a simulated cybersecurity incident scenario. This preparedness exercise is intended to provide training for the participants and to help the Company assess its processes and capabilities in addressing major cybersecurity incidents.

### **Use of Third Parties**

The Company engages cybersecurity consultants, auditors, and other third parties to assess and enhance its cybersecurity practices. These third parties conduct assessments, penetration testing, and risk assessments to identify weaknesses and recommend improvements. Additionally, the Company leverages a number of third-party tools and technologies as part of its efforts to enhance cybersecurity functions. This includes a managed security service provider to augment the Company's dedicated security operations team, an endpoint detection and response system for continuous monitoring, detection, and response capabilities, and a security information and event management solution to automate real-time threat detection, investigation, and prioritization.

We also rely on third-party service providers to support our business and operations, which may include processing of confidential and other sensitive data. We are committed to continuing to develop and enhance our onboarding and monitoring processes for third-party vendors to ensure alignment with best practices. Despite our efforts, it's important to note our service providers are ultimately responsible to establish and uphold their respective cybersecurity programs. We have limited ability to monitor the cybersecurity practices of our service providers and there can be no assurance that we can prevent or mitigate the risk of any compromise or failure in the information systems, software, networks, or other assets owned or controlled by our service providers. Notwithstanding our efforts to mitigate any such risk, there can be no assurance that the compromise or failure of supplier information systems, technology assets, or cybersecurity programs would not have an adverse effect on the security of our information systems.

### **Risks from Material Cybersecurity Threats**

As of the date of this report, the Company has not identified any cybersecurity threats that have materially affected or are reasonably anticipated to have a material effect on the organization. Although the Company has not experienced cybersecurity incidents that are individually, or in the aggregate, material, the Company has experienced cyberattacks in the past, which the Company believes have thus far been mitigated by preventative, detective, and responsive measures put in place by the Company. Further, despite the capabilities, processes, and other security measures we employ that we believe are designed to detect, reduce, and mitigate the risk of cybersecurity incidents, we may not be aware of all vulnerabilities or might not accurately assess the risks of incidents, and such preventative measures cannot provide absolute security and may not be sufficient in all circumstances or mitigate all potential risks. For a detailed discussion of the Company's cybersecurity related risks, refer to "Operational Risk" within Part I, Item 1A. Risk Factors of this Annual Report.

---

## **Cybersecurity Governance**

### **Board Oversight**

The Board is responsible for overseeing management's assessments of major risks facing the Company and for reviewing options to mitigate such risks. The Board's oversight of major risks, including cybersecurity risks, occurs at both the full Board level and at the Board committee level through the Nominating and Corporate Governance Committee.

***The Board*** — The Chief Executive Officer, the Chief Financial Officer, the CIO, members of senior management, and other personnel and advisors, as requested by the Board, report on the risks to the Company, including cybersecurity risks, at regularly scheduled meetings of the Board and its committees. Based on these reports, the Board requests follow-up data and presentations to address any specific concerns and recommendations. Additionally, the Board committees have opportunities to report regularly to the entire Board and review with the Board any major issues that arise at the committee level, which may include cybersecurity risks.

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**

**Nominating and Corporate Governance Committee** — The Nominating and Corporate Governance Committee, which is comprised entirely of independent directors, reviews with management the Company's technology and cybersecurity frameworks, policies, programs, opportunities, and risk profile both at its regularly scheduled meetings and, if appropriate, in real time. Cybersecurity Leadership, members of the cybersecurity team, or other advisors, as requested by the Nominating and Corporate Governance Committee, report at least quarterly on the Company's technology, data privacy, and cybersecurity strategies and risks. Cybersecurity topics are presented to the Nominating and Corporate Governance Committee on a quarterly basis and generally highlight any significant cybersecurity incidents, the cyber threat landscape, cybersecurity program enhancements, cybersecurity risks and related mitigation activities, and any other relevant cybersecurity topics. Reporting to the Nominating and Corporate Governance Committee is multi-format and includes both live presentations and memoranda. The Board believes that this regular cadence of reporting helps to provide the Nominating and Corporate Governance Committee with an informed understanding of the Company's dynamic cybersecurity program and threat landscape. The Nominating and Corporate Governance Committee further reviews with management the Company's business continuity and disaster recovery plans and capabilities, including our cybersecurity and business interruption insurance coverages, and the effectiveness of the Company's escalation procedures. Based on these management reports, the Nominating and Corporate Governance Committee may request follow-up data and presentations to address any specific concerns and recommendations. In addition to this regular reporting, significant cybersecurity risks or threats may also be escalated by management on as needed basis to the Nominating and Corporate Governance Committee. The Nominating and Corporate Governance Committee may also escalate such issues to the full Board at any time.

**Management's Role**

The Company has a dedicated cybersecurity organization within its technology department that focuses on current and emerging cybersecurity matters. The Company's cybersecurity function is led by Cybersecurity Leadership who are actively involved in assessing and managing cybersecurity risks. They are responsible for implementing cybersecurity policies, programs, procedures, and strategies. The responsibilities and relevant experience of each of the Cybersecurity Leaders are listed below:

- The CIO provides leadership for the Company's technology department, including responsibility for leading organization-wide cybersecurity strategy, policy, and processes. Our CIO has served in this role since the 2017 Merger, has been at Swift since 2003, and has over 25 years of cybersecurity experience, including technology positions at AlliedSignal, Sara Lee, and J-Del.
- The VPIT, reporting to the CIO, is responsible for the assessment, oversight, and management of our enterprise-wide cybersecurity strategy and governance. Our VPIT has served in this role since 2020 and has significant relevant experience and professional certifications, including 18 years of cybersecurity and infrastructure experience. The VPIT, along with our cybersecurity team, has guided the organization through building a multi-layer cybersecurity program.

The Company's cybersecurity department is comprised of teams that engage in a range of cybersecurity activities such as threat intelligence, security architecture, and incident response. These teams, in coordination with third parties, conduct vulnerability management and penetration testing to identify, classify, prioritize, remediate, and mitigate vulnerabilities. The results of these tests are reviewed with the Nominating and Corporate Governance Committee. Leaders from each team regularly meet with Cybersecurity Leadership to provide visibility into major issues and seek alignment with strategy. As noted above under "Incident Response," the Company's cybersecurity incident response plan includes standard processes for reporting and escalating cybersecurity incidents to senior management and the Board, as appropriate. Cybersecurity incidents that meet certain thresholds are escalated to Cybersecurity Leadership and cross-functional teams on an as-needed basis for support and guidance. The Company's incident response team also coordinates with external legal advisors, communication specialists, government agencies, regulators, law enforcement, and other key stakeholders.

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**

**ITEM 2. PROPERTIES**

Our Knight and Swift headquarters are both located in Phoenix, Arizona. Including Knight's former headquarters location, which was re-purposed as a regional operations facility, our headquarters cover approximately 200 acres, consisting of about 300,000 square feet of office space, 150,000 square feet of repair and maintenance facilities, a twenty thousand square-foot driving associates' center and restaurant, an eight thousand square-foot recruiting and training center, a six thousand square-foot warehouse, a 300-space parking structure, as well as two truck wash and fueling facilities. Our U.S. Xpress headquarters located in Chattanooga, Tennessee, covers approximately 29.4 acres of land consisting of about 100,000 square feet of office space. Our ACT headquarters located in Dothan, Alabama, covers approximately 20 acres of land consisting of about 57,474 square feet of office space, a 2,364 square foot supply warehouse, 37,248 square feet of repair and maintenance facilities, 8,274 square feet of parts warehousing, and a 15,110 square foot loading dock.

We have over 250 locations in the US and Mexico, including our headquarters, terminals, driving academies, and certain other locations, which are included in the table below. Our terminals may include customer service, marketing, fuel, and/or repair facilities. Given the fluidity of our operations, and to promote operational efficiency, our terminal properties are used by each of our Truckload, LTL, Logistics, Intermodal, and All Other Segments. We also own or lease parcels of vacant land, drop yards, and space for temporary trailer storage for ourselves and other carriers, as well as several non-operating facilities, which are excluded from the table below. As of December 31, 2023, our aggregate monthly rent for all leased properties was approximately \$4.5 million with varying terms expiring through December 2039. We believe that substantially all of our property is in good condition and our facilities have sufficient capacity to meet our current needs.

The following listing shows our logos with our corresponding company descriptions, as the logos are used to depict brand representation by location in the accompanying table:

Logo	Brand	Reportable Segment(s)
	Knight	Truckload, Logistics
	Swift	Truckload, Logistics, Intermodal
	U.S. Xpress	Truckload, Logistics
	ACT	LTL
	MME	LTL
	Barr-Nunn Transportation LLC	Truckload
	Abilene Motor Express, LLC	Truckload

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**

Location	Brand			Owned/Leased		Total
	Owned	Leased		Owned	Leased	
Alabama			ACT			9
Arizona	KNIGHT TRANSPORTATION	SWIFT TRANSPORTATION	U.S. EXPRESS			12
Arkansas			ACT			6
California	KNIGHT TRANSPORTATION	SWIFT TRANSPORTATION	U.S. EXPRESS			15
Colorado	KNIGHT TRANSPORTATION	SWIFT TRANSPORTATION	U.S. EXPRESS	W/M/E		3
Florida	KNIGHT TRANSPORTATION	SWIFT TRANSPORTATION	U.S. EXPRESS	ACT		19
Georgia	KNIGHT TRANSPORTATION	SWIFT TRANSPORTATION	U.S. EXPRESS	ACT		19
Idaho	KNIGHT TRANSPORTATION	SWIFT TRANSPORTATION	U.S. EXPRESS			4
Illinois	KNIGHT TRANSPORTATION	SWIFT TRANSPORTATION	U.S. EXPRESS	ACT		10
Indiana	KNIGHT TRANSPORTATION	SWIFT TRANSPORTATION	U.S. EXPRESS	ACT		9
Iowa				W/M/E		6
Kansas	KNIGHT TRANSPORTATION	SWIFT TRANSPORTATION		W/M/E		4
Kentucky			ACT			3
Louisiana			ACT			6
Mexico		SWIFT TRANSPORTATION				9
Michigan		SWIFT TRANSPORTATION		ACT		2
Minnesota		SWIFT TRANSPORTATION		W/M/E		3
Mississippi	KNIGHT TRANSPORTATION	SWIFT TRANSPORTATION	U.S. EXPRESS	ACT		8
Missouri		SWIFT TRANSPORTATION		ACT	W/M/E	5
Montana				W/M/E		6
Nebraska				W/M/E		2
Nevada	KNIGHT TRANSPORTATION	SWIFT TRANSPORTATION				6
New Jersey		SWIFT TRANSPORTATION				1
New Mexico		SWIFT TRANSPORTATION				1
New York		SWIFT TRANSPORTATION				3
North Carolina	KNIGHT TRANSPORTATION	SWIFT TRANSPORTATION		ACT		12
North Dakota				W/M/E		9
Ohio	KNIGHT TRANSPORTATION	SWIFT TRANSPORTATION	U.S. EXPRESS	ACT		5
Oklahoma	KNIGHT TRANSPORTATION	SWIFT TRANSPORTATION		ACT		5
Oregon	KNIGHT TRANSPORTATION	SWIFT TRANSPORTATION		W/M/E		3
Pennsylvania	KNIGHT TRANSPORTATION	SWIFT TRANSPORTATION	U.S. EXPRESS			5
South Carolina	KNIGHT TRANSPORTATION	SWIFT TRANSPORTATION	U.S. EXPRESS	ACT		12
South Dakota	KNIGHT TRANSPORTATION			W/M/E		4
Tennessee	KNIGHT TRANSPORTATION	SWIFT TRANSPORTATION	U.S. EXPRESS	ACT		14
Texas	KNIGHT TRANSPORTATION	SWIFT TRANSPORTATION	U.S. EXPRESS	ACT		37
Utah	KNIGHT TRANSPORTATION	SWIFT TRANSPORTATION		W/M/E		3
Virginia		SWIFT TRANSPORTATION				2
Washington	KNIGHT TRANSPORTATION	SWIFT TRANSPORTATION		W/M/E		4
West Virginia		SWIFT TRANSPORTATION				1
Wisconsin		SWIFT TRANSPORTATION		W/M/E		5
Wyoming		SWIFT TRANSPORTATION		W/M/E		6
Total Properties						298
				193	105	

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**

**ITEM 3. LEGAL PROCEEDINGS**

We are party to certain lawsuits in the ordinary course of business. Information about our legal proceedings is included in Note 19 in Part II, Item 8 of this Annual Report and is incorporated by reference herein. Based on management's present knowledge of the facts and (in certain cases) advice of outside counsel, management does not believe that loss contingencies arising from pending matters are likely to have a material adverse effect on the Company's overall financial position, operating results, or cash flows after taking into account any existing accruals. However, actual outcomes could be material to the Company's financial position, operating results, or cash flows for any particular period.

**ITEM 4. MINE SAFETY DISCLOSURES**

Not applicable.

**PART II**

**ITEM 5. MARKET FOR THE REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES**

**Common Stock**

Our common stock trades on the NYSE under the symbol "KNX". As of December 31, 2023, we had 161,384,768 shares of common stock outstanding. On February 19, 2024, there were 37 holders of record of our common stock. Because many of our shares of common stock are held by brokers or other institutions on behalf of stockholders, we are unable to estimate the total number of individual stockholders represented by the record holders.

See "Equity Plan Information" under Part III, Item 12 of this Annual Report for certain information concerning shares of our common stock authorized for issuance under our equity compensation plans.

**Dividend Policy**

We have paid a quarterly cash dividend as Knight-Swift since December of 2017.

Our most recent dividend was declared in February of 2024 for \$0.16 per share of common stock and is scheduled to be paid in March of 2024.

We currently expect to continue to pay comparable quarterly cash dividends in the future. Future payment of cash dividends, and the amount of any such dividends, will depend upon our financial condition, results of operations, cash requirements, tax treatment, contractual restrictions, and certain corporate law requirements, as well as other factors deemed relevant by our Board.

**Purchases of Equity Securities by the Issuer and Affiliated Purchasers**

The following table shows our purchases of our common stock and the remaining amounts we are authorized to repurchase for each monthly period in the fourth quarter of 2023.

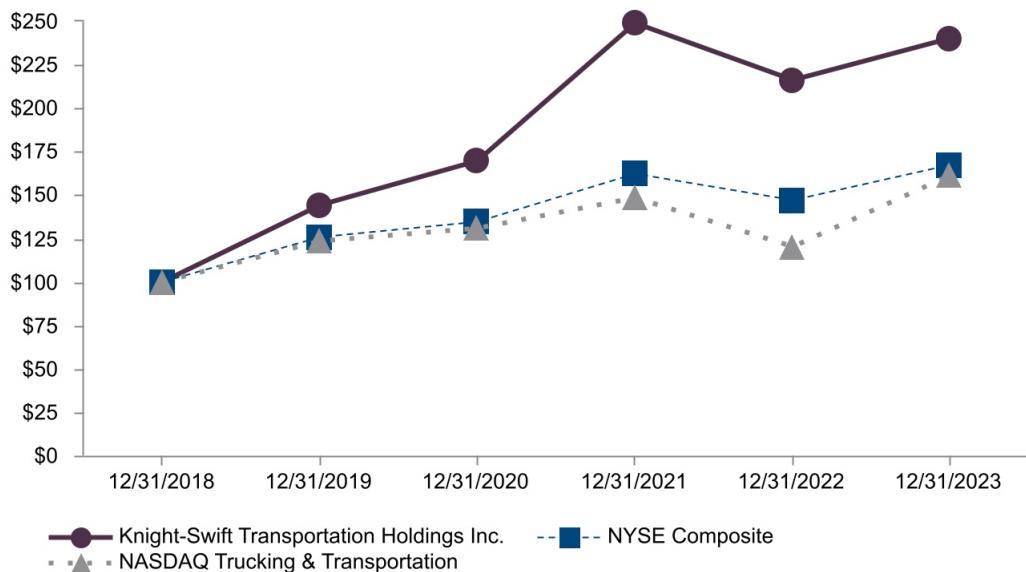
Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value That May Yet be Purchased Under the Plans or Programs <sup>1</sup>
October 1, 2023 to October 31, 2023	—	\$ —	—	\$ 200,041
November 1, 2023 to November 30, 2023	—	\$ —	—	\$ 200,041
December 1, 2023 to December 31, 2023	—	\$ —	—	\$ 200,041
Total as of December 31, 2023	—	\$ —	—	\$ 200,041

<sup>1</sup> On April 25, 2022, we announced that the Board approved the \$350.0 million 2022 Knight-Swift Share Repurchase Plan, replacing the 2020 Knight-Swift Share Repurchase Plan. There is no expiration date associated with this share repurchase authorization. See Note 20 in Part II, Item 8 of this Annual Report.

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**

## Stockholders Return Performance Graph

The following graph compares the cumulative annual total return of stockholders from December 31, 2018 to December 31, 2023 of our stock relative to the cumulative total returns of the NYSE Composite index and an index of other companies within the trucking industry (*NASDAQ Trucking & Transportation*) over the same period. The graph assumes that the value of the investment in Knight-Swift's common stock and in each of the indexes (including reinvestment of dividends) was \$100 on December 31, 2018, and tracks it through December 31, 2023. The stock price performance included in this graph is not necessarily indicative of Knight-Swift's future stock price performance.



	December 31,						
	2018	2019	2020	2021	2022	2023	
Knight-Swift Transportation Holdings Inc.	\$ 100.00	\$ 144.01	\$ 169.41	\$ 248.73	\$ 215.90	\$ 239.87	
NYSE Composite	100.00	125.51	134.28	162.04	146.89	167.12	
NASDAQ Trucking & Transportation	100.00	123.21	130.96	148.36	120.19	161.24	

## ITEM 6. RESERVED

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**

**ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS**

*Certain acronyms and terms used throughout this Annual Report are specific to our company, commonly used in our industry, or are otherwise frequently used throughout our document. Definitions for these acronyms and terms are provided in the "Glossary of Terms," available in the front of this document.*

Management's discussion and analysis of financial condition and results of operations should be read together with "Business" in Part I, Item 1 of this Annual Report, as well as the consolidated financial statements and accompanying footnotes in Part II, Item 8 of this Annual Report. This discussion contains forward-looking statements as a result of many factors, including those set forth under Part I, Item 1A. "Risk Factors" and Part I "Cautionary Note Regarding Forward-looking Statements" of this Annual Report, and elsewhere in this report. These statements are based on current expectations and assumptions that are subject to risks and uncertainties. Actual results could differ materially from those discussed.

---

## Executive Summary

### Company Overview

Knight-Swift Transportation Holdings Inc. is one of North America's largest and most diversified freight transportation companies, providing multiple full truckload, LTL, intermodal, and other complementary services. Our objective is to operate our business with industry-leading margins, continued organic growth, and growth through acquisitions while providing safe, high-quality, and cost-effective solutions for our customers. Knight-Swift uses a nationwide network of business units and terminals in the US and Mexico to serve customers throughout North America. In addition to operating one of the country's largest truckload fleets, Knight-Swift also contracts with third-party equipment providers to provide a broad range of transportation services to our customers while creating quality driving jobs for our driving associates and successful business opportunities for independent contractors. Our four reportable segments are Truckload, LTL, Logistics, and Intermodal. Additionally, we have various other operating segments, included within our All Other Segments.

### Key Financial Highlights

During 2023, consolidated total revenue was \$7.1 billion, which is a 3.9% decrease over 2022. Consolidated operating income was \$338.2 million in 2023, reflecting a decrease of 69.0% from 2022. Consolidated net income attributable to Knight-Swift decreased by 71.8% from 2022 to \$217.1 million.

- **Truckload** — 93.7% operating ratio during 2023, with a 5.8% increase in revenue, excluding fuel surcharge and intersegment transactions, compared to 2022.
- **LTL** — 89.0% operating ratio during 2023 with a 5.5% increase in revenue, excluding fuel surcharge.
- **Logistics** — 92.5% operating ratio during 2023. Load count reduced by 17.5%, leading to a 36.6% decrease in revenue, excluding intersegment transactions.
- **Intermodal** — 102.6% operating ratio during 2023, a 15.5% decrease in revenue, excluding intersegment transactions leading to a 121.8% decrease in operating income.
- **All Other Segments** — Operating loss was \$111.6 million during 2023 compared to operating income of \$36.5 million in 2022 primarily due to the \$125.5 million operating loss of our third-party insurance business. Based on the recent results, including the continued unfavorable development of insurance reserves, the Company decided to initiate exiting this business during the fourth quarter of 2023 and expects to cease all third-party insurance operations and cancel any remaining policies by the end of the first quarter of 2024. We do not expect this business to have a material impact to our results in 2024.
- **Acquisition of U.S. Xpress** — Having closed on July 1, 2023, our synergy teams, composed of leaders from Knight, Swift, and U.S. Xpress have been sharing information, best practices, and further defining opportunities for improvement and action plans to execute on those plans. In the first two quarters of ownership, we have made significant cost improvement and even some rate improvement, leading to slight profitability in the fourth quarter of 2023.

- **Liquidity and Capital** — During 2023, we generated \$1.2 billion in operating cash flows. Our Free Cash Flow<sup>1</sup> was \$382.7 million. We paid down \$59.3 million in long-term debt, \$60.9 million in finance lease liabilities, and \$120.6 million on our operating lease liabilities. We obtained financing of \$250.0 million in new long-term debt and \$108.0 million from net borrowings on our accounts receivable securitization and assumed \$337.9 million in debt and finance lease liabilities related to the U.S. Xpress Acquisition. In 2023, we issued \$91.1 million in dividends to our stockholders. Gain on sale of revenue equipment decreased to \$64.7 million in 2023, compared to \$92.9 million in 2022.

We ended 2023 with \$168.5 million in unrestricted cash and cash equivalents, \$67.0 million outstanding on the 2021 Revolver, \$1.3 billion face value outstanding on the 2023 Term Loan and the 2021 Term Loans, and \$7.1 billion of stockholders' equity. We do not foresee material liquidity constraints or any issues with our ongoing ability to meet our debt covenants. See discussion under "Liquidity and Capital Resources" for additional information.

<sup>1</sup> Refer to "Non-GAAP Financial Measures" below.

## Key Financial Data and Operating Metrics

	2023	2022
<b>GAAP financial data:</b>		
Total revenue	\$ 7,141,766	\$ 7,428,582
Revenue, excluding truckload and LTL fuel surcharge	\$ 6,308,169	\$ 6,508,165
Net income attributable to Knight-Swift	\$ 217,149	\$ 771,325
Earnings per diluted share	\$ 1.34	\$ 4.73
Operating ratio	95.3 %	85.3 %
<b>Non-GAAP financial data:</b>		
Adjusted Net Income Attributable to Knight-Swift <sup>1</sup>	\$ 278,739	\$ 821,196
Adjusted EPS <sup>1</sup>	\$ 1.72	\$ 5.03
Adjusted Operating Ratio <sup>1</sup>	93.1 %	82.2 %
<b>Revenue equipment statistics by segment:</b>		
<b>Truckload</b>		
Average tractors <sup>2</sup>	20,948	18,110
Average trailers <sup>3</sup>	87,865	74,779
<b>LTL</b>		
Average tractors <sup>4</sup>	3,201	3,176
Average trailers <sup>5</sup>	8,482	8,431
<b>Intermodal</b>		
Average tractors	639	613
Average containers	12,730	11,786

<sup>1</sup> Adjusted Net Income Attributable to Knight-Swift, Adjusted EPS, and Adjusted Operating Ratio are non-GAAP financial measures and should not be considered alternatives, or superior to, the most directly comparable GAAP financial measures. However, management believes that presentation of these non-GAAP financial measures provides useful information to investors regarding the Company's results of operations. Adjusted Net Income Attributable to Knight-Swift, Adjusted EPS, and Adjusted Operating Ratio are reconciled to the most directly comparable GAAP financial measures under "Non-GAAP Financial Measures," below.

<sup>2</sup> Our tractor fleet within the Truckload segment had a weighted average age of 2.5 years and 2.7 years as of December 31, 2023 and 2022, respectively.

<sup>3</sup> Note that average trailers includes 8,724 and 8,249 trailers within our All Other Segment. Our trailer fleet within the Truckload segment had a weighted average age of 8.9 years and 9.9 years as of December 31, 2023 and 2022, respectively.

- 4 Our LTL tractor fleet had a weighted average age of 4.4 years and 4.3 years as of December 31, 2023 and 2022, respectively, and includes 611 and 711 tractors from ACT's and MME's dedicated and other businesses for 2023 and 2022, respectively.
- 5 Our LTL trailer fleet had a weighted average age of 8.6 years and 8.1 years as of December 31, 2023 and 2022, respectively, and includes 723 and 968 trailers from ACT's and MME's dedicated and other businesses for 2023 and 2022, respectively.

**Market Trends and Outlook**— On a year-over-year basis, the US gross domestic product, which is the broadest measure of goods and services produced across the economy, increased by 2.5%<sup>1</sup> in 2023, as compared to a 1.9%<sup>1</sup> increase in 2022. The year-over-year improvement primarily reflects increases in consumer spending, nonresidential fixed investments, state and local government spending, exports, and federal government spending that were partly offset by decreases in residential fixed investment and inventory investment. The national unemployment rate was 3.7%<sup>2</sup> as of December 31, 2023, as compared to 3.5%<sup>2</sup> as of December 31, 2022. Early estimates of the full-year 2023 US employment cost index indicate a year-over-year increase of 0.9%<sup>2</sup> and a sequential increase of 0.7%<sup>2</sup>.

The freight market outlook for the first half of 2024 includes the following:

- LTL demand remains strong;
- LTL improvement in revenue (excluding fuel) per hundredweight year-over-year;
- Truckload freight demand softness anticipated to continue into the first quarter of 2024, with modest seasonality in the second quarter of 2024;
- Truckload - contract rate sequentially stable;
- Cost inflation continues to be a challenge, though pace eases;
- Labor alternatives in the general economy remain attractive, providing a headwind to retention and utilization until freight conditions improve;
- Demand in the used equipment market weakens further as small carriers struggle.

---

<sup>1</sup> bea.gov

<sup>2</sup> bls.gov

## Results of Operations — Summary

**Notes regarding presentation:** A discussion of changes in our results of operations from 2021 to 2022 has been omitted from this Annual Report, but may be found in "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" of our 2022 Annual Report filed with the SEC on February 23, 2023.

In accordance with accounting treatment applicable to each of our recent acquisitions, Knight-Swift's reported results do not include the operating results of the acquired entities prior to the respective acquisition dates. Accordingly, comparisons between the Company's 2023 results and prior periods may not be meaningful. Refer to Note 1 in Part II, Item 8 of this Annual Report for a list of our recent acquisitions.

**Operating Results: 2023 Compared to 2022** — The \$554.2 million decrease in net income attributable to Knight-Swift to \$217.1 million in 2023 from \$771.3 million in 2022, includes the following:

- **Contributor** — \$448.6 million decrease in operating income within our Truckload segment was primarily due to a 0.6% decrease in average revenue per tractor, which includes the results of U.S. Xpress. Excluding U.S. Xpress, revenue, excluding fuel surcharge, per tractor decreased 10.2% year-over-year.
- **Contributor** — \$90.5 million decrease in operating income within our Logistics segment driven by a 17.5% decrease in load count.
- **Contributor** — \$58.7 million decrease in operating income within our Intermodal segment driven by a 19.9% decrease in revenue per load, partially offset by a 5.5% increase in load count.
- **Contributor** — \$7.7 million decrease in operating income from our LTL segment as a result of a 1.9% decrease in weight per shipment and other costs related to expanding our service area and transitioning our operational systems on one network.
- **Contributor** — \$148.1 million decrease in operating results within our All Other Segments, primarily due to the \$125.5 million operating loss in the third-party insurance business, including additional costs incurred in the fourth quarter of 2023 as we prepare to exit the business in the first quarter of 2024.
- **Contributor** — \$60.2 million increase in net interest expense primarily due to an increase in interest rates.
- **Offset** — \$63.6 million increase in "Other income (expenses), net," primarily driven by an unrealized loss on our investment in Embark recorded in 2022.
- **Offset** — \$194.6 million decrease in consolidated income tax expense, primarily due to a decrease in income before income taxes and a release of a valuation allowance in the third quarter of 2023. This resulted in a 2023 effective tax rate of 20.3% and a 2022 effective tax rate of 24.4%.

See additional discussion of our operating results within "Results of Operations — Consolidated Operating and Other Expenses" below.

## Results of Operations — Segment Review

The Company has four reportable segments: Truckload, LTL, Logistics, and Intermodal, as well as certain other operating segments included within our All Other Segments. Refer to Note 25 in Part II, Item 8 of this Annual Report for descriptions of our segments. Refer to Part I, Item 1, "Business – Our Mission and Company Strategy" of this Annual Report for discussion related to our segment operating strategies.

### Consolidating Tables for Total Revenue and Operating Income

	2023		2022	
<i>Revenue:</i>	(Dollars in thousands)			
Truckload	\$ 4,698,655	65.8 %	\$ 4,531,115	61.0 %
LTL	\$ 1,082,454	15.2 %	\$ 1,069,554	14.4 %
Logistics	\$ 582,250	8.2 %	\$ 920,707	12.4 %
Intermodal	\$ 410,549	5.7 %	\$ 485,786	6.5 %
Subtotal	\$ 6,773,908	94.9 %	\$ 7,007,162	94.3 %
All Other Segments	\$ 462,061	6.5 %	\$ 516,735	7.0 %
Intersegment eliminations	\$ (94,203)	(1.4 %)	\$ (95,315)	(1.3 %)
<b>Total revenue</b>	<b>\$ 7,141,766</b>	<b>100.0 %</b>	<b>\$ 7,428,582</b>	<b>100.0 %</b>

	2023		2022	
<i>Operating income (loss):</i>	(Dollars in thousands)			
Truckload	\$ 297,977	88.1 %	\$ 746,581	68.4 %
LTL	\$ 118,880	35.2 %	\$ 126,609	11.6 %
Logistics	\$ 43,418	12.8 %	\$ 133,942	12.3 %
Intermodal	\$ (10,507)	(3.1 %)	\$ 48,167	4.4 %
Subtotal	\$ 449,768	133.0 %	\$ 1,055,299	96.7 %
All Other Segments	\$ (111,615)	(33.0 %)	\$ 36,529	3.3 %
<b>Operating income</b>	<b>\$ 338,153</b>	<b>100.0 %</b>	<b>\$ 1,091,828</b>	<b>100.0 %</b>

**Revenue**

- Our truckload services include irregular route and dedicated, refrigerated, expedited, flatbed, and cross-border transportation of various products, goods, and materials for our diverse customer base with approximately 15,100 irregular route and 5,900 dedicated tractors.
- Our LTL business, which was initially established in 2021 through the ACT Acquisition and later the MME acquisition, provides our customers with regional LTL transportation service through our growing network of approximately 120 facilities and a door count of approximately 4,550. Our LTL segment operates approximately 3,200 tractors and approximately 8,500 trailers, including equipment used for ACT's and MME's dedicated and other businesses. The LTL segment also provides national coverage to our customers by utilizing partner carriers for areas outside of our direct network.
- Our Logistics and Intermodal segments provide a multitude of shipping solutions, including additional sources of truckload capacity and alternative transportation modes, by utilizing our vast network of third-party capacity providers and rail providers, as well as certain logistics and freight management services. We continue to offer power-only services through our Logistics segment by leveraging our fleet of over 96,000 trailers as of December 31, 2023.
- All Other Segments include support services provided to our customers and third-party carriers including insurance, equipment maintenance, equipment leasing, warehousing, trailer parts manufacturing, and warranty services. All Other Segments also include certain corporate expenses (such as legal settlements and accruals, certain impairments, and amortization of intangibles related to the 2017 Merger and various acquisitions).
- In addition to the revenues earned from our customers for the trucking and non-trucking services discussed above, we also earn fuel surcharge revenue from our customers through our fuel surcharge programs, which serve to recover a majority of our fuel costs. This generally applies only to loaded miles for our Truckload and LTL segments and typically does not offset non-paid empty miles, idle time, nor out-of-route miles driven. Fuel surcharge programs involve a computation based on the change in national or regional fuel prices. These programs may update as often as weekly, but typically require a specified minimum change in fuel cost to prompt a change in fuel surcharge revenue. Therefore, many of these programs have a time lag between when fuel costs change and when the change is reflected in fuel surcharge revenue for our Truckload and LTL segments.

**Expenses**

Our most significant expenses typically vary with miles traveled and include fuel, driving associate-related expenses (such as wages and benefits), and services purchased from third-party service providers (including other trucking companies, railroad and drayage providers, and independent contractors). Maintenance and tire expenses, as well as the cost of insurance and claims generally vary with the miles we travel but also have a controllable component based on safety performance, fleet age, operating efficiency, and other factors. Our primary fixed costs are depreciation and lease expense for revenue equipment and terminals, non-driver employee compensation, amortization of intangible assets, and interest expenses.

## Operating Statistics

We measure our consolidated and segment results through the operating statistics listed in the table below. Our chief operating decision makers monitor the GAAP results of our reportable segments, supplemented by certain non-GAAP information. Refer to "Non-GAAP Financial Measures" for more details. Additionally, we use a number of primary indicators to monitor our revenue and expense performance and efficiency.

Operating Statistic	Relevant Segment(s)	Description
<b>Average Revenue per Tractor</b>	Truckload	Measures productivity and represents revenue (excluding fuel surcharge and intersegment transactions) divided by average tractor count
<b>Total Miles per Tractor</b>	Truckload	Total miles (including loaded and empty miles) a tractor travels on average
<b>Average Length of Haul</b>	Truckload, LTL	For our Truckload segment this is calculated as average miles traveled with loaded trailer cargo per order. For our LTL segment this is calculated as average miles traveled from the origin service center to the destination service center.
<b>Non-paid Empty Miles Percentage</b>	Truckload	Percentage of miles without trailer cargo
<b>Shipments per Day</b>	LTL	Average number of shipments completed each business day
<b>Weight per Shipment</b>	LTL	Total weight (in pounds) divided by total shipments
<b>Revenue per shipment</b>	LTL	Total revenue divided by total shipments
<b>Revenue xFSC per shipment</b>	LTL	Total revenue, excluding fuel surcharge, divided by total shipments
<b>Revenue per hundredweight</b>	LTL	Measures yield and is calculated as total revenue divided by total weight (in pounds) times 100
<b>Revenue xFSC per hundredweight</b>	LTL	Total revenue, excluding fuel surcharge, divided by total weight (in pounds) times 100
<b>Average Tractors</b>	Truckload, LTL, Intermodal	Average tractors in operation during the period, including company tractors and tractors provided by independent contractors
<b>Average Trailers</b>	Truckload, LTL	Average trailers in operation during the period
<b>Average Revenue per Load</b>	Logistics, Intermodal	Total revenue (excluding intersegment transactions) divided by load count
<b>Gross Margin Percentage</b>	Logistics	Logistics gross margin (revenue, excluding intersegment transactions, less purchased transportation expense, excluding intersegment transactions) as a percentage of logistics revenue, excluding intersegment transactions
<b>Average Containers</b>	Intermodal	Average containers in operation during the period
<b>GAAP Operating Ratio</b>	Truckload, LTL, Logistics, Intermodal	Measures operating efficiency and is widely used in our industry as an assessment of management's effectiveness in controlling all categories of operating expenses. Calculated as operating expenses as a percentage of total revenue, or the inverse of operating margin
<b>Non-GAAP: Adjusted Operating Ratio</b>	Truckload, LTL, Logistics, Intermodal	Measures operating efficiency and is widely used in our industry as an assessment of management's effectiveness in controlling all categories of operating expenses. Consolidated and segment Adjusted Operating Ratios are reconciled to their corresponding GAAP operating ratios under "Non-GAAP Financial Measures," below

**Segment Review****Truckload Segment**

We generate revenue in the Truckload segment primarily through irregular route, dedicated, refrigerated, flatbed, expedited, and cross-border service offerings, with approximately 15,100 irregular route tractors and approximately 5,900 dedicated route tractors in use during 2023. Generally, we are paid a predetermined rate per mile or per load for our truckload services. Additional revenues are generated by charging for tractor and trailer detention, loading and unloading activities, dedicated services, other specialized services, and through the collection of fuel surcharge revenue to mitigate the impact of increases in the cost of fuel. The main factors that affect the revenue generated by our Truckload segment are rate per mile from our customers, the percentage of miles for which we are compensated, and the number of loaded miles we generate with our equipment.

The most significant expenses in the Truckload segment are primarily variable and include fuel and fuel taxes, driving associate-related expenses (such as wages, benefits, training, and recruitment), and costs associated with independent contractors primarily included in "Purchased transportation" in the consolidated statements of comprehensive income. Maintenance expense (which includes costs for replacement tires for our revenue equipment) and insurance and claims expenses have both fixed and variable components. These expenses generally vary with the miles we travel, but also have a controllable component based on safety, fleet age, efficiency, and other factors. The main fixed costs in the Truckload segment are depreciation and rent expenses from tractors, trailers, and terminals, as well as compensating our non-driver employees.

	2023	2022	2023 vs. 2022
	(Dollars in thousands, except per tractor data)		Increase (decrease)
Total revenue	\$ 4,698,655	\$ 4,531,115	3.7 %
Revenue, excluding fuel surcharge and intersegment transactions	\$ 4,031,054	\$ 3,811,599	5.8 %
GAAP: Operating income	\$ 297,977	\$ 746,581	(60.1 %)
Non-GAAP: Adjusted Operating Income <sup>1</sup>	\$ 314,542	\$ 747,906	(57.9 %)
Average revenue per tractor <sup>2</sup>	\$ 209,258	\$ 210,469	(0.6 %)
GAAP: Operating ratio <sup>2</sup>	93.7 %	83.5 %	1,020 bps
Non-GAAP: Adjusted Operating Ratio <sup>1,2</sup>	92.2 %	80.4 %	1,180 bps
Non-paid empty miles percentage <sup>2</sup>	14.3 %	14.6 %	(30 bps)
Average length of haul (miles) <sup>2</sup>	393	395	(0.5 %)
Total miles per tractor <sup>2</sup>	85,233	76,502	11.4 %
Average tractors <sup>2,3</sup>	20,948	18,110	15.7 %
Average trailers <sup>2,4</sup>	87,865	74,779	17.5 %

1 Refer to "Non-GAAP Financial Measures" below.

2 Defined within "Operating Statistics" above.

3 Includes 18,821 and 16,228 company-owned tractors for 2023 and 2022, respectively.

4 Average trailers includes 8,724 and 8,249 trailers from our All Other Segments for 2023 and 2022, respectively.

2023 Compared to 2022 — The Truckload segment continues to experience an extremely difficult environment, operating with an Adjusted Operating Ratio of 92.2% in 2023, as compared to 80.4% in 2022. The Adjusted Operating Ratio of the truckload business, excluding U.S. Xpress that was acquired in the third quarter of 2023, was 90.3% in 2023. The inclusion of U.S. Xpress negatively impacted the Adjusted Operating Ratio by 190 basis points. Revenue per loaded mile, excluding fuel surcharge and intersegment transactions, decreased 10.9% year-over-year, while total miles increased 18.5% (before including the U.S. Xpress business, total miles decreased 2.9%). Miles per tractor increased 11.4% year-over-year (0.2% before including U.S. Xpress). Revenue, excluding fuel surcharge and intersegment transactions was \$4.0 billion, an increase of 5.8% year-over-year, reflecting a 12.9% decline in the existing truckload business prior to the inclusion of U.S. Xpress. Excluding U.S. Xpress, revenue, excluding fuel surcharge, per tractor decreased 10.2% year-over-year as the decline in rates outweighed the improvement in miles per tractor.

We believe our extensive trailer fleet, which has grown to approximately 96,000 trailers as of the end of 2023, positions us to provide valuable capacity, flexibility, and efficiency to our customers through our Truckload and Logistics segments. We remain focused on managing costs and improving utilization, as we expect inflationary pressures in driver-related costs, equipment maintenance, and insurance to continue to affect the freight market in the first half of 2024.

#### **LTL Segment**

Dothan, Alabama-based ACT and Bismarck, North Dakota-based MME, both acquired in 2021, comprise our LTL segment. We provide regional direct service and serve our customers' national transportation needs by utilizing key partner carriers for coverage areas outside of our network. We primarily generate revenue by transporting freight for our customers through our core LTL services.

Our revenues are impacted by shipment volume and tonnage levels that flow through our network. Additional revenues are generated through fuel surcharges and accessorial services provided during transit from shipment origin to destination. We focus on the following multiple revenue generation factors when reviewing revenue yield: revenue per hundredweight, revenue per shipment, weight per shipment, and length of haul. Fluctuations within each of these metrics are analyzed when determining the revenue quality of our customers' shipment density.

Our most significant expenses are related to direct costs associated with the transportation of our freight moves including direct salary, wage and benefit costs, fuel expense, and depreciation expense associated with revenue equipment costs. Other expenses associated with revenue generation that can fluctuate and impact operating results are insurance and claims expense, as well as maintenance costs of our revenue equipment. These expenses can be influenced by multiple factors including our safety performance, equipment age, and other factors. A key component to lowering our operating costs is labor efficiency within our network. We continue to focus on technological advances to improve the customer experience and reduce our operating costs.

	2023	2022	2023 vs. 2022
	(Dollars in thousands, except per shipment and per hundredweight data)		Increase (decrease)
Total revenue	\$ 1,082,454	\$ 1,069,554	1.2 %
Revenue, excluding fuel surcharge	\$ 914,568	\$ 867,292	5.5 %
GAAP: Operating income	\$ 118,880	\$ 126,609	(6.1) %
Non-GAAP: Adjusted Operating Income <sup>1</sup>	\$ 134,560	\$ 142,539	(5.6) %
GAAP: Operating ratio <sup>2</sup>	89.0 %	88.2 %	80 bps
Non-GAAP: Adjusted Operating Ratio <sup>1,2</sup>	85.3 %	83.6 %	170 bps
LTL shipments per day <sup>2</sup>	18,899	18,642	1.4 %
LTL weight per shipment <sup>2</sup>	1,048	1,068	(1.9) %
LTL average length of haul (miles) <sup>2</sup>	553	520	6.3 %
LTL revenue per shipment <sup>2</sup>	\$ 193.32	\$ 188.03	2.8 %
LTL revenue xFSC per shipment <sup>2</sup>	\$ 163.10	\$ 152.15	7.2 %
LTL revenue per hundredweight <sup>2</sup>	\$ 18.44	\$ 17.61	4.7 %
LTL revenue xFSC per hundredweight <sup>2</sup>	\$ 15.56	\$ 14.25	9.2 %
LTL average tractors <sup>2,3</sup>	3,201	3,176	0.8 %
LTL average trailers <sup>2,4</sup>	8,482	8,431	0.6 %

1 Refer to "Non-GAAP Financial Measures" below.

2 Defined under "Operating Statistics," above.  
 3 Includes 611 and 711 tractors from ACT's and MME's dedicated and other businesses for 2023 and 2022, respectively.  
 4 Includes 723 and 968 trailers from ACT's and MME's dedicated and other businesses for 2023 and 2022, respectively.

**2023 Compared to 2022** — Our LTL segment operates across approximately 120 facilities with a door count of over 4,550. LTL operated well, producing an 85.3% Adjusted Operating Ratio during 2023, as revenue, excluding fuel surcharge, grew 5.5% but Adjusted Operating Income decreased 5.6% year-over-year. Volumes were strong with shipments per day for the year increasing 1.4% year-over-year. Revenue per hundredweight, excluding fuel surcharge, increased 9.2%, while revenue per shipment, excluding fuel surcharge, increased by 7.2%, reflecting a 1.9% decrease in weight per shipment.

We expect that our connected LTL network will provide additional opportunities for revenue growth. During 2023, we increased our door count by over 260 and we expect door capacity to continue to grow in 2024. We remain encouraged by the strong performance within our LTL segment, and we continue to look for both organic and inorganic opportunities to geographically expand our footprint within the LTL market.

### **Logistics Segment**

The Logistics segment is less asset-intensive than the Truckload and LTL segments and is dependent upon capable non-driver employees, modern and effective information technology, and third-party capacity providers. Logistics revenue is generated by its brokerage operations. We generate additional revenue by offering specialized logistics solutions (including, but not limited to, trailing equipment, origin management, surge volume, disaster relief, special projects, and other logistic needs). Logistics revenue is mainly affected by the rates we obtain from customers, the freight volumes we ship through third-party capacity providers, and our ability to secure third-party capacity providers to transport customer freight.

The most significant expense in the Logistics segment is purchased transportation that we pay to third-party capacity providers, which is primarily a variable cost, and is included in "Purchased transportation" in the consolidated statements of comprehensive income. Variability in this expense depends on truckload capacity, availability of third-party capacity providers, rates charged to customers, current freight demand, and customer shipping needs. Fixed Logistics operating expenses primarily include non-driver employee compensation and benefits recorded in "Salaries, wages, and benefits," as well as depreciation and amortization expense recorded in "Depreciation and amortization of property and equipment" in the consolidated statements of comprehensive income.

	2023		2022	2023 vs. 2022
	(Dollars in thousands, except per load data)			Increase (decrease)
Total revenue	\$ 582,250	\$ 920,707		(36.8 %)
Revenue, excluding intersegment transactions	\$ 577,695	\$ 910,609		(36.6 %)
GAAP: Operating income	\$ 43,418	\$ 133,942		(67.6 %)
Non-GAAP: Adjusted Operating Income <sup>1,2</sup>	\$ 45,031	\$ 135,278		(66.7 %)
Revenue per load <sup>2</sup>	\$ 1,724	\$ 2,242		(23.1 %)
Gross margin percentage <sup>2</sup>		18.7 %	21.9 %	(320 bps)
GAAP: Operating ratio <sup>2</sup>		92.5 %	85.5 %	700 bps
Non-GAAP: Adjusted Operating Ratio <sup>1,2</sup>		92.2 %	85.1 %	710 bps

1 Refer to "Non-GAAP Financial Measures" below.

2 Defined under "Operating Statistics" above.

**2023 Compared to 2022** — Logistics Adjusted Operating Ratio was 92.2%, with a gross margin of 18.7% in 2023, compared to 21.9% in 2022. Our existing logistics load count declined by 28.0% year-over-year, prior to the addition of U.S. Xpress logistics. With the inclusion of U.S. Xpress logistics volumes, the load count declined by 17.5% year-over-year. Revenue per load decreased by 23.1% year-over-year. We continue to innovate with technology designed to remove friction and allow seamless connectivity, leading to services that we expect will capture new opportunities for revenue growth.

**Intermodal Segment**

The Intermodal segment complements our regional operating model, while also allowing us to better serve customers in longer haul lanes, and reduces our investment in fixed assets. Through the Intermodal segment, we generate revenue by moving freight over the rail in our containers and other trailing equipment, combined with revenue for drayage to transport loads between railheads and customer locations. The most significant expense in the Intermodal segment is the cost of purchased transportation that we pay to third-party capacity providers (including rail providers), which is primarily variable and included in "Purchased transportation" in the consolidated statements of comprehensive income. While rail pricing is primarily determined on an annual basis, purchased transportation varies as it relates to rail capacity, freight demand, and customer shipping needs. The main fixed costs in the Intermodal segment are depreciation of our company tractors related to drayage, containers, and chassis, as well as non-driver employee compensation and benefits.

	2023	2022	2023 vs. 2022
	(Dollars in thousands, except per load data)		Increase (decrease)
Total revenue	\$ 410,549	\$ 485,786	(15.5 %)
Revenue, excluding intersegment transactions	\$ 410,549	\$ 485,739	(15.5 %)
GAAP: Operating (loss) income	\$ (10,507)	\$ 48,167	(121.8 %)
Average revenue per load <sup>1</sup>	\$ 2,842	\$ 3,546	(19.9 %)
GAAP: Operating ratio <sup>1</sup>	102.6 %	90.1 %	1,250 bps
Load count	144,471	136,967	5.5 %
Average tractors <sup>2,3</sup>	639	613	4.2 %
Average containers <sup>2</sup>	12,730	11,786	8.0 %

1 Refer to "Non-GAAP Financial Measures" below.

2 Defined within "Operating Statistics" above.

3 Includes 577 and 544 company-owned tractors for 2023 and 2022, respectively.

2023 Compared to 2022 — Intermodal operated with a 102.6% operating ratio. While load count increased year-over-year by 5.5%, total revenue decreased 15.5% year-over-year to \$410.5 million as revenue per load declined 19.9%, resulting from soft demand and competitive truck capacity.

We remain focused on growing our load count and improving the efficiency of our assets as Intermodal continues to provide value to our customers and is complementary to the many services we offer. Results can be impacted by the cost of alternative truck capacity.

**All Other Segments**

Our All Other Segments include support services provided to our customers and third-party carriers including insurance, equipment maintenance, equipment leasing, warehousing, trailer parts manufacturing, and warranty services. Our All Other Segments also include certain corporate expenses (such as legal settlements and accruals, certain impairments, and \$47.3 million in annual amortization of intangibles related to the 2017 Merger and various acquisitions).

	2023	2022	2023 vs. 2022
	(Dollars in thousands)		Increase (decrease)
Total revenue	\$ 462,061	\$ 516,735	(10.6 %)
Operating (loss) income	\$ (111,615)	\$ 36,529	(405.6 %)

2023 Compared to 2022 — Revenue declined 10.6% year-over-year, largely as a result of our actions to address the challenges within our third-party insurance program, including significantly reducing exposures. The \$111.6 million operating loss within our All Other Segments is primarily driven by the \$125.5 million operating loss in the third-party insurance business.

Based on recent results, including the continued unfavorable development of insurance reserves, the Company decided to initiate exiting this business during the fourth quarter of 2023 and expects to cease all third-party insurance operations and cancel any remaining policies by the end of the first quarter of 2024. We do not expect this business to have a material impact to our results in 2024.

## Results of Operations — Consolidated Operating and Other Expenses

### Consolidated Operating Expenses

The following tables present certain operating expenses from our consolidated statements of comprehensive income, including each operating expense as a percentage of total revenue and as a percentage of revenue, excluding truckload and LTL fuel surcharge. Truckload and LTL fuel surcharge revenue can be volatile and is primarily dependent upon the cost of fuel, rather than operating expenses unrelated to fuel. Therefore, we believe that revenue, excluding truckload and LTL fuel surcharge is a better measure for analyzing many of our expenses and operating metrics.

	2023		2022	2023 vs. 2022
			(Dollars in thousands)	
	\$		\$	
<b>Salaries, wages, and benefits</b>	\$ 2,479,759		\$ 2,173,933	14.1 %
% of total revenue	34.7 %		29.3 %	540 bps
% of revenue, excluding truckload and LTL fuel surcharge	39.3 %		33.4 %	590 bps

Salaries, wages, and benefits expense is primarily affected by the total number of miles driven by and rates we pay to our company driving associates, and employee benefits including healthcare, workers' compensation, and other benefits. To a lesser extent, non-driver employee headcount, compensation, and benefits affect this expense. Driving associate wages represent the largest component of salaries, wages, and benefits expense.

Several ongoing market factors have reduced the pool of available driving associates, contributing to a challenging driver sourcing market, which we believe will continue. Having a sufficient number of qualified driving associates is a significant headwind, although we continue to seek ways to attract and retain qualified driving associates, including heavily investing in our recruiting efforts, our driving academies, technology, our equipment, and our terminals that improve the experience of driving associates. We expect labor costs (related to both driving associates and non-driver employees) to remain inflationary, which we expect will result in additional pay increases in the future, thereby increasing our salaries, wages, and benefits expense.

**2023 Compared to 2022** — The increase in consolidated salaries, wages, and benefits includes a \$344.2 million increase from the results of U.S. Xpress. This was partially offset by decreases in non-driver salaries and wages and driving associate wages due to a 1.7% reduction in miles driven by company driving associates, excluding U.S. Xpress.

	2023		2022	2023 vs. 2022
			(Dollars in thousands)	
	\$		\$	
<b>Fuel</b>	\$ 878,407		\$ 895,603	(1.9 %)
% of total revenue	12.3 %		12.1 %	20 bps
% of revenue, excluding truckload and LTL fuel surcharge	13.9 %		13.8 %	10 bps

Fuel expense consists primarily of diesel fuel expense for our company-owned tractors. The primary factors affecting our fuel expense are the cost of diesel fuel, the fuel economy of our equipment, and the miles driven by company driving associates.

Our fuel surcharge programs help to offset increases in fuel prices, but generally apply only to loaded miles for our Truckload and LTL segments and typically do not offset non-paid empty miles, idle time, or out-of-route miles driven. Typical fuel surcharge programs involve a computation based on the change in national or regional fuel prices. These programs may update as often as weekly, but typically require a specified minimum change in fuel cost to prompt a change in fuel surcharge revenue for our Truckload and LTL segments. Therefore, many of these programs have a time lag between when fuel costs change and when the change is reflected in fuel surcharge revenue. Due to this time lag, our fuel expense, net of fuel surcharge, negatively impacts our operating income during periods of sharply rising fuel costs and positively impacts our operating income during periods of falling fuel costs. We continue to utilize our fuel efficiency initiatives such as trailer blades, idle-control, management of tractor speeds, fleet updates for more fuel-efficient engines, management of fuel procurement, and driving associate training programs that we believe contribute to controlling our fuel expense.

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**

**MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS — CONTINUED**

**2023 Compared to 2022** — The decrease in consolidated fuel expense includes \$139.6 million from the results of U.S. Xpress. The inclusion of U.S. Xpress's fuel expense was offset by lower average weekly DOE fuel prices of \$4.20 per gallon in 2023 compared to \$5.01 per gallon in 2022. It was also offset by a 1.7% reduction in the total miles driven by company driving associates, excluding U.S. Xpress.

	2023		2022		2023 vs. 2022	
	(Dollars in thousands)			Increase (decrease)		
	\$	473,491	\$	422,872		
<b>Operations and maintenance</b>					12.0 %	
% of total revenue			6.6 %	5.7 %	90 bps	
% of revenue, excluding truckload and LTL fuel surcharge			7.5 %	6.5 %	100 bps	

Operations and maintenance expense consists of direct operating expenses, such as driving associate hiring and recruiting expenses, equipment maintenance, and tire expense. Operations and maintenance expenses are typically affected by the age of our company-owned fleet of tractors and trailers and the miles driven. We expect the driver market to remain competitive throughout 2023, which could increase future driving associate development and recruiting costs and negatively affect our operations and maintenance expense. We expect to continue refreshing our tractor fleet in the coming quarters, subject to availability of new revenue equipment, to maintain the average age of our equipment.

**2023 Compared to 2022** — The increase in consolidated operations and maintenance expense includes a \$79.5 million increase from the results of U.S. Xpress, partially offset by lower hiring and labor expense, as well as lower road expense.

	2023		2022		2023 vs. 2022	
	(Dollars in thousands)			Increase (decrease)		
	\$	609,536	\$	455,918		
<b>Insurance and claims</b>					33.7 %	
% of total revenue			8.5 %	6.1 %	240 bps	
% of revenue, excluding truckload and LTL fuel surcharge			9.7 %	7.0 %	270 bps	

Insurance and claims expense consists of premiums for liability, physical damage, and cargo, and will vary based upon the frequency and severity of claims, our level of self-insurance, and premium expense. In recent years, insurance carriers have raised premiums for many businesses, including transportation companies. As a result, our insurance and claims expense could increase in the future, or we could raise our self-insured retention limits or reduce excess coverage limits when our policies are renewed or replaced. In addition, our Iron Insurance line of business offers insurance products to third-party carriers, earning additional premium revenues, which are partially offset by increased insurance reserves, but does increase our exposure to claims and inability to collect premiums. Insurance and claims expense also varies based on the number of miles driven by company driving associates and independent contractors, the frequency and severity of accidents, trends in development factors used in actuarial accruals, and developments in large, prior-year claims. In future periods, our higher self-insured retention limits and lower excess coverage limits may cause increased volatility in our consolidated insurance and claims expense.

**2023 Compared to 2022** — Consolidated insurance and claims expense increased primarily due to increased frequency and unfavorable claim development during the periods within our Iron Insurance line of business. This was included in the \$125.5 million operating loss of our third-party insurance business in 2023. The increase also includes unfavorable developments within our self-insured retention limits and \$55.8 million of insurance and claims expense from the results of U.S. Xpress.

Based on recent results, including the continued unfavorable development of insurance reserves, the Company decided to initiate exiting the third-party insurance business during the fourth quarter of 2023 and expects to cease all third-party insurance operations and cancel any remaining policies by the end of the first quarter of 2024. We do not expect this business to have a material impact to our results in 2024.

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**

**MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS — CONTINUED**

	2023		2022	2023 vs. 2022
	(Dollars in thousands)			Increase (decrease)
	\$	117,024	\$	111,197
<b>Operating taxes and licenses</b>				5.2 %
% of total revenue		1.6 %	1.5 %	10 bps
% of revenue, excluding truckload and LTL fuel surcharge		1.9 %	1.7 %	20 bps

Operating taxes and licenses include state franchise taxes, state and federal highway use taxes, property taxes, vehicle license and registration fees, and fuel and mileage taxes, among others. The expense is impacted by changes in the tax rates and registration fees associated with our tractor fleet and regional operating facilities.

**2023 Compared to 2022** — The increase in consolidated operating taxes and licenses expense is primarily due to the inclusion of operating taxes and licenses expense from the results of U.S Xpress during 2023.

	2023		2022	2023 vs. 2022
	(Dollars in thousands)			Increase (decrease)
	\$	29,661	\$	23,656
<b>Communications</b>				25.4 %
% of total revenue		0.4 %	0.3 %	10 bps
% of revenue, excluding truckload and LTL fuel surcharge		0.5 %	0.4 %	10 bps

Communications expense is comprised of costs associated with our tractor and trailer tracking systems, information technology systems, and phone systems.

**2023 Compared to 2022** — The increase in consolidated communications expense is primarily due to the inclusion of \$6.3 million of communications expense from the results of U.S. Xpress. This increase was partially offset by the implementation of new technology on our revenue equipment.

	2023		2022	2023 vs. 2022
	(Dollars in thousands)			Increase (decrease)
	\$	664,962	\$	594,981
<b>Depreciation and amortization of property and equipment</b>				11.8 %
% of total revenue		9.3 %	8.0 %	130 bps
% of revenue, excluding truckload and LTL fuel surcharge		10.5 %	9.1 %	140 bps

Depreciation relates primarily to our owned tractors, trailers, buildings, electronic logging devices, other communication units, and other similar assets. Changes to this fixed cost are generally attributed to increases or decreases in company-owned equipment, the relative percentage of owned versus leased equipment, and fluctuations in new equipment purchase prices. Depreciation can also be affected by the cost of used equipment that we sell or trade and the replacement of older used equipment. Management periodically reviews the condition, average age, and reasonableness of estimated useful lives and salvage values of our equipment and considers such factors in light of our experience with similar assets, used equipment market conditions, and prevailing industry practices.

**2023 Compared to 2022** — The increase in consolidated depreciation and amortization of property and equipment includes a \$41.2 million increase of expense from the results of U.S. Xpress. The remaining increase is primarily due to an increase in owned versus leased equipment and higher depreciation for capital improvements made to our terminals.

We anticipate that depreciation and amortization expense will increase, as a percentage of revenue, excluding truckload and LTL fuel surcharge, as we intend to purchase, rather than enter into operating leases, for a majority of our revenue equipment, terminal improvements, or terminal expansions in 2024.

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**

**MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS — CONTINUED**

	2023		2022	2023 vs. 2022
	(Dollars in thousands)			Increase (decrease)
	\$	70,138	\$	64,843
<b>Amortization of intangibles</b>				8.2 %
% of total revenue		1.0 %	0.9 %	10 bps
% of revenue, excluding truckload and LTL fuel surcharge		1.1 %	1.0 %	10 bps

Amortization of intangibles relates to intangible assets identified with the 2017 Merger, ACT Acquisition, U.S. Xpress Acquisition, and other acquisitions. See Note 4 and Note 10 in Part II, Item 8, of this Annual Report for further details regarding the Company's intangible assets, historical amortization, and anticipated future amortization.

**2023 Compared to 2022** — The increase in consolidated amortization of intangibles for 2023 is primarily attributed to the U.S. Xpress Acquisition. See Note 4 in Part II, Item 8, of this Annual Report for more details regarding our acquisitions.

	2023		2022	2023 vs. 2022
	(Dollars in thousands)			Increase (decrease)
	\$	130,269	\$	56,856
<b>Rental expense</b>				129.1 %
% of total revenue		1.8 %	0.8 %	100 bps
% of revenue, excluding truckload and LTL fuel surcharge		2.1 %	0.9 %	120 bps

Rental expense consists primarily of payments for our terminals and other real estate leases and, to a lesser extent, payments for revenue equipment from operating leases. The primary factors affecting the expense are the size and location of our leased properties.

**2023 Compared to 2022** — The increase in consolidated rental expense is primarily related to the inclusion of \$67.3 million from the results of U.S. Xpress. Additional increases relate to the incorporation of new facilities as we expand our network and were partially offset by a decrease in the rental expense for revenue equipment.

	2023		2022	2023 vs. 2022
	(Dollars in thousands)			Increase (decrease)
	\$	1,190,836	\$	1,444,937
<b>Purchased transportation</b>				(17.6 %)
% of total revenue		16.7 %	19.5 %	(280 bps)
% of revenue, excluding truckload and LTL fuel surcharge		18.9 %	22.2 %	(330 bps)

Purchased transportation expense is comprised of payments to independent contractors in our trucking operations, as well as payments to third-party capacity providers related to logistics, freight management, and non-trucking services in our logistics and intermodal businesses. Purchased transportation is generally affected by capacity in the market, as well as changes in fuel prices. As capacity tightens, our payments to third-party capacity providers and to independent contractors tend to increase. Additionally, as fuel prices increase, payments to third-party capacity providers and independent contractors increase.

**2023 Compared to 2022** — The decrease in consolidated purchased transportation expense is primarily due to decreased load volume within our logistics and intermodal businesses and lower miles driven by independent contractors, partially offset by \$160.6 million of additional purchased transportation expense from the results of U.S. Xpress.

We expect that consolidated purchased transportation will increase as a percentage of revenue if we grow our logistics and intermodal businesses faster than our full truckload and LTL businesses. The increase could be partially offset if independent contractors exit the market due to regulatory changes.

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**

**MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS — CONTINUED**

	2023	2022	2023 vs. 2022
	(Dollars in thousands)		Increase (decrease)
	\$ 2,236	\$ 810	176.0 %

**2023 Compared to 2022** — In 2023, we incurred impairment charges related to certain revenue equipment held for sale (within the Truckload segment) and terminated software projects (recorded within our All Other Segments, specifically related to our third-party insurance business). In 2022, we incurred impairment charges associated with building improvements (within our All Other Segments).

	2023	2022	2023 vs. 2022
	(Dollars in thousands)		Increase (decrease)
	\$ 157,294	\$ 91,148	72.6 %

Miscellaneous operating expenses primarily consists of legal and professional services fees, general and administrative expenses, and other costs, net of gain on sales of equipment.

**2023 Compared to 2022** — The increase in net consolidated miscellaneous operating expenses is primarily due to a \$28.2 million decrease in gain on sales of equipment, as well as the inclusion of \$22.3 million from the results of U.S. Xpress and \$5.6 million in transaction fees related to the U.S. Xpress Acquisition.

### **Consolidated Other Expenses, net**

The following table summarizes fluctuations in certain non-operating expenses included in our consolidated statements of comprehensive income:

	2023	2022	2023 vs. 2022
	(Dollars in thousands)		Increase (decrease)
	\$ (21,577)	\$ (5,439)	296.7 %
Interest income	\$ (21,577)	\$ (5,439)	296.7 %
Interest expense	\$ 127,100	\$ 50,803	150.2 %
Other (income) expenses, net	\$ (37,659)	\$ 25,958	(245.1 %)
Income tax (benefit) expense	\$ 54,768	\$ 249,388	(78.0 %)

**Interest income** — Interest income includes interest earned from financing revenue equipment to independent contractors, as well as interest earned from our investments.

**2023 Compared to 2022** — The increase in consolidated interest income is primarily due to the higher balances in our interest yielding cash accounts, coupled with an increase in interest rates during 2023.

**Interest expense** — Interest expense is comprised of debt and finance lease interest expense, as well as amortization of deferred loan costs.

**2023 Compared to 2022** — Consolidated interest expense increased due to an increase in interest rates during 2023. Additional details regarding our debt are discussed in Note 15 in Part II, Item 8 of this Annual Report.

**Other (income) expenses, net** — Other (income) expenses, net is primarily comprised of (gains) and losses from our various equity investments, including our investment in Embark, as well as certain other non-operating income and expense items that may arise outside of the normal course of business.

**2023 Compared to 2022** — The increased change in consolidated other (income) expenses, net is primarily due to unrealized losses recognized from our investment in Embark in 2022 and a net gain recorded within our portfolio of investments during 2023.

**Income tax expense** — In addition to the discussion below, Note 13 in Part II, Item 8 of this Annual Report provides further analysis related to income taxes.

**2023 Compared to 2022** — The decrease in consolidated income tax expense was primarily due to a decrease in income before income taxes and a release of a valuation allowance in the third quarter of 2023. This resulted in a 2023 effective tax rate of 20.3% and a 2022 effective tax rate of 24.4%.

---

## Non-GAAP Financial Measures

The terms "Adjusted Net Income Attributable to Knight-Swift," "Adjusted EPS," "Adjusted Operating Income," "Adjusted Operating Ratio," and "Free Cash Flow," as we define them, are not presented in accordance with GAAP. These financial measures supplement our GAAP results in evaluating certain aspects of our business. We believe that using these measures improves comparability in analyzing our performance because they remove the impact of items from our operating results that, in our opinion, do not reflect our core operating performance. Management and the Board focus on Adjusted Net Income Attributable to Knight-Swift, Adjusted EPS, Adjusted Operating Income, and Adjusted Operating Ratio as key measures of our performance, all of which are reconciled to the most comparable GAAP financial measures and further discussed below. Management and the Board use Free Cash Flow as a key measure of our liquidity. Free Cash Flow does not represent residual cash flow available for discretionary expenditures. We believe our presentation of these non-GAAP financial measures is useful because it provides investors and securities analysts the same information that we use internally for purposes of assessing our core operating performance.

Adjusted Net Income Attributable to Knight-Swift, Adjusted EPS, Adjusted Operating Income, Adjusted Operating Ratio, and Free Cash Flow are not substitutes for their comparable GAAP financial measures, such as net income, cash flows from operating activities, operating income, or other measures prescribed by GAAP. There are limitations to using non-GAAP financial measures. Although we believe that they improve comparability in analyzing our period to period performance, they could limit comparability to other companies in our industry if those companies define these measures differently. Because of these limitations, our non-GAAP financial measures should not be considered measures of income generated by our business or discretionary cash available to us to invest in the growth of our business. Management compensates for these limitations by primarily relying on GAAP results and using non-GAAP financial measures on a supplemental basis.

Pursuant to the requirements of Regulation G, the following tables reconcile GAAP consolidated net income attributable to Knight-Swift to non-GAAP consolidated Adjusted Net Income attributable to Knight-Swift, GAAP consolidated earnings per diluted share to non-GAAP consolidated Adjusted EPS, GAAP consolidated operating ratio to non-GAAP consolidated Adjusted Operating Ratio, GAAP reportable segment operating income to non-GAAP reportable segment Adjusted Operating Income, GAAP reportable segment operating ratio to non-GAAP reportable segment Adjusted Operating Ratio, and GAAP cash flow from operations to non-GAAP Free Cash Flow.

**Note regarding presentation:** A discussion of changes in our results of operations from 2022 to 2023 has been omitted from this Annual Report, but may be found in "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" of our 2022 Annual Report filed with the SEC on February 23, 2023.

**Non-GAAP Reconciliation:**

**Consolidated Adjusted Net Income Attributable to Knight-Swift and Adjusted EPS**

	2023	2022
	(Dollars in thousands)	
GAAP: Net income attributable to Knight-Swift	\$ 217,149	\$ 771,325
Adjusted for:		
Income tax expense attributable to Knight-Swift	54,768	249,388
Income before income taxes attributable to Knight-Swift	271,917	1,020,713
Amortization of intangibles <sup>1</sup>	70,138	64,843
Impairments <sup>2</sup>	2,236	810
Legal accruals and loss contingencies <sup>3</sup>	7,694	415
Transaction fees <sup>4</sup>	6,868	—
Other acquisition related expenses <sup>5</sup>	7,697	—
Severance expense <sup>6</sup>	5,151	—
Change in fair value of deferred earnout <sup>7</sup>	(3,359)	—
Adjusted income before income taxes	368,342	1,086,781
Provision for income tax expense at effective rate <sup>8</sup>	(89,603)	(265,585)
Non-GAAP: Adjusted Net Income Attributable to Knight-Swift	<u><u>\$ 278,739</u></u>	<u><u>\$ 821,196</u></u>

**Note:** Since the numbers reflected in the table below are calculated on a per share basis, they may not foot due to rounding.

	2023	2022
GAAP: Earnings per diluted share	\$ 1.34	\$ 4.73
Adjusted for:		
Income tax expense attributable to Knight-Swift	0.34	1.53
Income before income taxes attributable to Knight-Swift	1.68	6.25
Amortization of intangibles <sup>1</sup>	0.43	0.40
Impairments <sup>2</sup>	0.01	—
Legal accruals and loss contingencies <sup>3</sup>	0.05	—
Transaction fees <sup>4</sup>	0.04	—
Other acquisition related expenses <sup>5</sup>	0.05	—
Severance expense <sup>6</sup>	0.03	—
Change in fair value of deferred earnout <sup>7</sup>	(0.02)	—
Adjusted income before income taxes	2.28	6.66
Provision for income tax expense at effective rate <sup>8</sup>	(0.55)	(1.63)
Non-GAAP: Adjusted EPS	<u><u>\$ 1.72</u></u>	<u><u>\$ 5.03</u></u>

1 "Amortization of intangibles" reflects the non-cash amortization expense relating to intangible assets identified in the 2017 Merger, the ACT Acquisition, the U.S. Xpress Acquisition and other acquisitions.

2 "Impairments" reflects the non-cash impairments:

- 2023 impairments related to certain revenue equipment held for sale (within the Truckload segment) and terminated software projects (recorded within our All Other Segments, specifically related to our third-party insurance business).
- 2022 impairment of building improvements (within our All Other Segments).

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**

**MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS — CONTINUED**

- 3 "Legal accruals and loss contingencies" are included in "Insurance and claims" and "Miscellaneous operating expenses" in the consolidated statements of comprehensive income and reflect the following:
  - During the fourth quarter of 2023, the Company recorded estimated exposure for various legal matters. Additionally, the Company identified a probable loss contingency related to our third-party carrier insurance business included within our All Other segments. During the second and third quarters of 2023, legal expense reflects the increased estimated exposures for various accrued legal matters based on recent settlement agreements. First quarter 2023 legal expense reflects a decrease in the estimated exposure related to an accrued legal matter previously identified as probable and estimable in prior periods based on a recent settlement agreement.
  - During 2022, the Company decreased the estimated exposure related to certain accrued legal matters previously identified as probable and estimable in prior periods based on recent settlement agreements. Additional 2022 legal costs relate to certain lawsuits arising from employee and contract related matters.
- 4 "Transaction fees" consists of legal and professional fees associated with the July 1, 2023 acquisition of U.S. Xpress. The transaction fees are included within "Miscellaneous operating expenses" and "Salaries, Wages, and benefits" and with small amounts included in other line items in the consolidated statements of comprehensive income.
- 5 "Other acquisition related expenses" represents one-time expenses associated with the U.S. Xpress acquisition, including certain severance expense, including the acceleration of stock compensation expense as well as other operating expenses. These are primarily included within "Salaries, wages, and benefits" in the condensed statements of comprehensive income.
- 6 "Severance expense" is included within "Salaries, wages, and benefits" in the condensed statements of comprehensive income.
- 7 "Change in fair value of deferred earnout" reflects the benefit for the change in fair value of a deferred earnout related to various acquisitions, which is recorded in "Miscellaneous operating expenses."
- 8 For 2023, an effective tax rate of 24.3% was applied in our Adjusted EPS calculation. The change in the effective tax rate was primarily impacted by the change in pre-tax income based on the adjustments presented in Adjusted Net Income Attributable to Knight-Swift. Additionally, the effective tax rate was normalized to exclude the third quarter 2023 tax benefit from the partial release of the pre-acquisition allowance associated with the U.S. Xpress net operating loss and tax credit carryforward benefits.

**Non-GAAP Reconciliation: Consolidated Adjusted Operating Income and Adjusted Operating Ratio**

	2023	2022
	(Dollars in thousands)	
<b>GAAP Presentation</b>		
Total revenue	\$ 7,141,766	\$ 7,428,582
Total operating expenses	(6,803,613)	(6,336,754)
Operating income	<u>\$ 338,153</u>	<u>\$ 1,091,828</u>
Operating ratio	95.3 %	85.3 %
<b>Non-GAAP Presentation</b>		
Total revenue	\$ 7,141,766	\$ 7,428,582
Truckload and LTL fuel surcharge	(833,597)	(920,417)
Revenue, excluding truckload and LTL fuel surcharge	<u>6,308,169</u>	<u>6,508,165</u>
Total operating expenses	6,803,613	6,336,754
Adjusted for:		
Truckload and LTL fuel surcharge	(833,597)	(920,417)
Amortization of intangibles <sup>1</sup>	(70,138)	(64,843)
Impairments <sup>2</sup>	(2,236)	(810)
Legal accruals and loss contingencies <sup>3</sup>	(7,694)	(415)
Transaction fees <sup>4</sup>	(6,868)	—
Other acquisition related expenses <sup>5</sup>	(7,697)	—
Severance expense <sup>6</sup>	(5,151)	—
Change in fair value of deferred earnout <sup>7</sup>	3,359	—
Adjusted Operating Expenses	<u>5,873,591</u>	<u>5,350,269</u>
Adjusted Operating Income	<u>\$ 434,578</u>	<u>\$ 1,157,896</u>
Adjusted Operating Ratio	93.1 %	82.2 %

1 See Non-GAAP Reconciliation: Consolidated Adjusted Net Income Attributable to Knight-Swift and Adjusted EPS footnote 1.

2 See Non-GAAP Reconciliation: Consolidated Adjusted Net Income Attributable to Knight-Swift and Adjusted EPS footnote 2.

3 See Non-GAAP Reconciliation: Consolidated Adjusted Net Income Attributable to Knight-Swift and Adjusted EPS footnote 3.

4 See Non-GAAP Reconciliation: Consolidated Adjusted Net Income Attributable to Knight-Swift and Adjusted EPS footnote 4.

5 See Non-GAAP Reconciliation: Consolidated Adjusted Net Income Attributable to Knight-Swift and Adjusted EPS footnote 5.

6 See Non-GAAP Reconciliation: Consolidated Adjusted Net Income Attributable to Knight-Swift and Adjusted EPS footnote 6.

7 See Non-GAAP Reconciliation: Consolidated Adjusted Net Income Attributable to Knight-Swift and Adjusted EPS footnote 7.

**Non-GAAP Reconciliation: Reportable Segment Adjusted Operating Income and Adjusted Operating Ratio**

**Truckload Segment**

	2023	2022
	(Dollars in thousands)	
<b>GAAP Presentation</b>		
Total revenue	\$ 4,698,655	\$ 4,531,115
Total operating expenses	(4,400,678)	(3,784,534)
Operating income	<u>\$ 297,977</u>	<u>\$ 746,581</u>
Operating ratio	93.7 %	83.5 %
<b>Non-GAAP Presentation</b>		
Total revenue	\$ 4,698,655	\$ 4,531,115
Fuel surcharge	(665,711)	(718,155)
Intersegment transactions	(1,890)	(1,361)
Revenue, excluding fuel surcharge and intersegment transactions	<u>4,031,054</u>	<u>3,811,599</u>
Total operating expenses	4,400,678	3,784,534
Adjusted for:		
Fuel surcharge	(665,711)	(718,155)
Intersegment transactions	(1,890)	(1,361)
Amortization of intangibles <sup>1</sup>	(5,576)	(1,325)
Impairments <sup>2</sup>	(656)	—
Other acquisition related expenses <sup>3</sup>	(7,697)	—
Severance expense <sup>4</sup>	(2,636)	—
Adjusted Operating Expenses	<u>3,716,512</u>	<u>3,063,693</u>
Adjusted Operating Income	<u>\$ 314,542</u>	<u>\$ 747,906</u>
Adjusted Operating Ratio	92.2 %	80.4 %

1 "Amortization of intangibles" reflects the non-cash amortization expense relating to intangible assets identified in historical Knight acquisitions and the U.S. Xpress Acquisition.

2 See Non-GAAP Reconciliation: Consolidated Adjusted Net Income Attributable to Knight-Swift and Adjusted EPS footnote 2.

3 See Non-GAAP Reconciliation: Consolidated Adjusted Net Income Attributable to Knight-Swift and Adjusted EPS footnote 5.

4 See Non-GAAP Reconciliation: Consolidated Adjusted Net Income Attributable to Knight-Swift and Adjusted EPS footnote 6.

**Table of Contents Glossary of Terms**

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**

**MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS — CONTINUED**

**LTL Segment**

	2023	2022
	(Dollars in thousands)	
<b>GAAP Presentation</b>		
Total revenue	\$ 1,082,454	\$ 1,069,554
Total operating expenses	(963,574)	(942,945)
Operating income	<u>\$ 118,880</u>	<u>\$ 126,609</u>
Operating ratio	89.0 %	88.2 %
<b>Non-GAAP Presentation</b>		
Total revenue	\$ 1,082,454	\$ 1,069,554
Fuel surcharge	(167,886)	(202,262)
Revenue, excluding fuel surcharge	<u>914,568</u>	<u>867,292</u>
Total operating expenses	963,574	942,945
Adjusted for:		
Fuel surcharge	(167,886)	(202,262)
Amortization of intangibles <sup>1</sup>	(15,680)	(15,930)
Adjusted Operating Expenses	<u>780,008</u>	<u>724,753</u>
Adjusted Operating Income	<u>134,560</u>	<u>142,539</u>
Adjusted Operating Ratio	85.3 %	83.6 %

1 "Amortization of intangibles" reflects the non-cash amortization expense relating to intangible assets identified with the ACT Acquisition and MME Acquisition.

**Logistics Segment**

	2023	2022
	(Dollars in thousands)	
<b>GAAP Presentation</b>		
Total revenue	\$ 582,250	\$ 920,707
Total operating expenses	(538,832)	(786,765)
Operating income	<u>\$ 43,418</u>	<u>\$ 133,942</u>
Operating ratio	92.5 %	85.5 %
<b>Non-GAAP Presentation</b>		
Total revenue	\$ 582,250	\$ 920,707
Intersegment transactions	(4,555)	(10,098)
Revenue, excluding intersegment transactions	<u>577,695</u>	<u>910,609</u>
Total operating expenses	538,832	786,765
Adjusted for:		
Intersegment transactions	(4,555)	(10,098)
Amortization of intangibles <sup>1</sup>	(1,613)	(1,336)
Adjusted Operating Expenses	<u>532,664</u>	<u>775,331</u>
Adjusted Operating Income	<u>\$ 45,031</u>	<u>\$ 135,278</u>
Adjusted Operating Ratio	92.2 %	85.1 %

1 "Amortization of intangibles" reflects the non-cash amortization expense relating to intangible assets identified in the UTXL acquisition.

**Table of Contents Glossary of Terms**

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**

**MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS — CONTINUED**

**Intermodal Segment**

	2023	2022
	(Dollars in thousands)	
<b>GAAP Presentation</b>		
Total revenue	\$ 410,549	\$ 485,786
Total operating expenses	(421,056)	(437,619)
Operating (loss) income	\$ (10,507)	\$ 48,167
Operating ratio	102.6 %	90.1 %
<b>Non-GAAP Presentation</b>		
Total revenue	\$ 410,549	\$ 485,786
Intersegment transactions	—	(47)
Revenue, excluding intersegment transactions	410,549	485,739
Total operating expenses	421,056	437,619
Adjusted for:		
Intersegment transactions	—	(47)
Adjusted Operating Expenses	421,056	437,572
Adjusted Operating Income	\$ (10,507)	\$ 48,167
Adjusted Operating Ratio	102.6 %	90.1 %

**Non-GAAP Reconciliation: Free cash flow**

	2023
<b>GAAP: Cash flows from operations</b>	\$ 1,161,676
Adjusted for:	
Proceeds from sale of property and equipment, including assets held for sale	292,627
Purchases of property and equipment	(1,071,611)
<b>Non-GAAP: Free Cash Flow</b>	\$ 382,692

## Liquidity and Capital Resources

### Sources of Liquidity

The following table presents our available sources of liquidity as of December 31, 2023:

Source:	Amount
	(In thousands)
Cash and cash equivalents, excluding restricted cash	\$ 168,545
Availability under 2021 Revolver, due September 2026 <sup>1</sup>	1,015,007
Availability under 2023 RSA, due October 2025 <sup>2</sup>	600
Total unrestricted liquidity	\$ 1,184,152
Cash and cash equivalents – restricted <sup>3</sup>	301,141
Restricted investments, held-to-maturity, amortized cost <sup>3</sup>	530
Total liquidity, including restricted cash and restricted investments	\$ 1,485,823

- 1 As of December 31, 2023, we had \$67.0 million in borrowings under our \$1.1 billion 2021 Revolver. We additionally had \$18.0 million in outstanding letters of credit (discussed below) issued under the 2021 Revolver, leaving \$1.0 billion available under the 2021 Revolver.
- 2 Based on eligible receivables at December 31, 2023, our borrowing base for the 2023 RSA was \$527.6 million, while outstanding borrowings were \$527.0 million, leaving \$0.6 million available under the 2023 RSA.
- 3 Restricted cash and restricted investments are primarily held by our captive insurance companies for claims payments. "Cash and cash equivalents – restricted" consists of \$297.3 million, which is included in "Cash and cash equivalents — restricted" in the consolidated balance sheets held by Mohave and Red Rock for claims payments. The remaining \$3.9 million is included in "Other long-term assets" and is held in escrow accounts to meet statutory requirements.

### Uses of Liquidity

Our business requires substantial amounts of cash for operating activities, including salaries and wages paid to our employees, contract payments to independent contractors, insurance and claims payments, tax payments, and others. We also use large amounts of cash and credit for the following activities:

**Capital Expenditures** — When justified by customer demand, as well as our liquidity and our ability to generate acceptable returns, we make substantial cash capital expenditures to maintain a modern company tractor fleet, refresh our trailer fleet and expand our trailer fleet, expand our network of LTL service centers, and, to a lesser extent, fund upgrades to our terminals and technology in our various service offerings. In connection with our business strategy, we regularly evaluate acquisition and strategic partnership opportunities. We expect net cash capital expenditures, including net cash expenditures of our LTL segment, will be in the range of \$625.0 to \$675.0 million in 2024. This range excludes cash outlays for potential acquisitions. We believe we have ample flexibility in our trade cycle and purchase agreements to alter our current plans if economic and other conditions warrant.

Over the long-term, we will continue to have significant capital requirements, which may require us to seek additional borrowing, lease financing, or equity capital. The availability of financing or equity capital will depend upon our financial condition and results of operations as well as prevailing market conditions. If such additional borrowing, lease financing, or equity capital is not available at the time we need it, then we may need to borrow more under the 2021 Revolver (if not then fully drawn), extend the maturity of then-outstanding debt, rely on alternative financing arrangements, engage in asset sales, limit our fleet size, or operate our revenue equipment for longer periods.

There can be no assurance that we will be able to obtain additional debt under our existing financial arrangements to satisfy our ongoing capital requirements. However, we believe the combination of our expected cash flows, financing available through operating and finance leases, available funds under our 2023 RSA, and availability under the 2021 Revolver will be sufficient to fund our expected capital expenditures for at least the next twelve months.

Refer to Note 18 in Part II, Item 8 of this Annual Report for additional discussion of our short-term and long-term contractual payment obligations related to purchase commitments.

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**

**MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS — CONTINUED**

**Principal and Interest Payments** — As of December 31, 2023, we had debt, accounts receivable securitization, and finance lease obligations of \$2.7 billion, which are discussed under "Material Debt Agreements," below. Certain cash flows from operations are committed to minimum payments of principal and interest on our debt and lease obligations. Additionally, when our financial position allows, we periodically make voluntary prepayments on our outstanding debt balances.

Prior to the maturity of our 2023 RSA, 2023 Term Loan, 2021 Term Loans, 2021 Revolver, Prudential Notes, revenue equipment installment notes, and other debt, we expect to be contractually obligated to make interest payments of approximately \$58.6 million, \$46.8 million, \$150.5 million, \$12.2 million, \$1.6 million, \$20.9 million and \$1.8 million, respectively. Refer to Notes 14 and 15 in Part II, Item 8 of this Annual Report for additional discussion of the principal payment obligations related to the 2023 RSA, 2023 Term Loan, and 2021 Debt Agreement.

Refer to Note 16 in Part II, Item 8 of this Annual Report for additional discussion on our contractual principal and interest payment obligations for finance leases.

**Letters of Credit** — Pursuant to the terms of the 2021 Debt Agreement and the 2023 RSA, our lenders may issue standby letters of credit on our behalf. When we have certain letters of credit outstanding, the availability under the 2021 Revolver or 2023 RSA is reduced accordingly. As of December 31, 2023, we also had outstanding letters of credit of \$264.3 million pursuant to a bilateral agreement which do not impact the availability of the 2021 Revolver and 2023 RSA. Standby letters of credit are typically issued for the benefit of regulatory authorities, insurance companies and state departments of insurance for the purpose of satisfying certain collateral requirements, primarily related to our automobile, workers' compensation, and general insurance liabilities.

**Share Repurchases** — From time to time, and depending on Free Cash Flow<sup>1</sup> availability, debt levels, common stock prices, general economic and market conditions, as well as internal approval requirements, we may repurchase shares of our outstanding common stock. The 2022 Knight-Swift Repurchase Plan had \$200.0 million available as of December 31, 2023. See further details regarding our share repurchases under Note 20 in Part II, Item 8 of this Annual Report.

**Working Capital**

We had working capital deficit of \$116.3 million as of December 31, 2023 and a working capital surplus of \$599.6 million as of December 31, 2022. The \$715.9 million decrease was primarily due to the assumption of liabilities from the U.S. Xpress Acquisition as well as the 2021 Term Loan A-2 maturing September 2024.

---

1 Refer to "Non-GAAP Financial Measures."

## **Material Debt Agreements**

As of December 31, 2023, we had \$2.7 billion in material debt obligations at the following carrying values:

- \$199.9 million: 2021 Term Loan A-2, due September 2024, net of \$0.1 million in deferred loan costs
- \$799.1 million: 2021 Term Loan A-3, due September 2026, net of \$0.9 million in deferred loan costs
- \$249.1 million: 2023 Term Loan, due September 2026, net of \$0.9 million in deferred loan costs
- \$526.5 million: 2023 RSA outstanding borrowings, net of \$0.5 million in deferred loan costs
- \$528.9 million: Finance lease obligations
- \$67.0 million: 2021 Revolver, due September 2026
- \$279.3 million: Revenue equipment installment notes
- \$33.6 million: Other, net of approximately \$22,000 in deferred loan costs

As of December 31, 2022, we had \$1.9 billion in material debt obligations at the following carrying values:

- \$199.8 million: 2021 Term Loan A-2, due September 2024, net of \$0.2 million in deferred loan costs
- \$798.7 million: 2021 Term Loan A-3, due September 2026, net of \$1.3 million in deferred loan costs
- \$418.6 million: 2022 RSA outstanding borrowings, due April 2024, net of \$0.4 million in deferred loan costs
- \$403.0 million: Finance lease obligations
- \$43.0 million: 2021 Revolver, due September 2026
- \$39.0 million: Other, net of \$0.1 million in deferred loan costs

Key terms and other details regarding our material debt obligations and finance leases are discussed in Notes 14, 15, and 16 in Part II, Item 8 of this Annual Report, and are incorporated by reference herein.

## **Cash Flow Analysis**

	2023		2022		Change
	(In thousands)				
Net cash provided by operating activities	\$	1,161,676	\$	1,435,853	\$ (274,177)
Net cash used in investing activities		(1,228,025)		(646,184)	(581,841)
Net cash provided by (used in) financing activities		150,690		(754,347)	905,037

### **Net Cash Provided by Operating Activities**

**2023 Compared to 2022** — The \$274.2 million decrease in net cash provided by operating activities was primarily due to a \$753.7 million decrease in operating income and a \$69.2 million increase in cash paid for interest. These were partially offset by a \$248.8 million decrease in cash paid for taxes and various changes in working capital. **Note:** Factors affecting the increase in operating income are discussed in "Results of Operations — Consolidated Operating and Other Expenses."

### **Net Cash Used in Investing Activities**

**2023 Compared to 2022** — The \$0.6 billion increase in net cash used in investing activities was primarily due to a \$0.4 billion increase in net cash invested in acquisitions and a \$161.8 million increase in net cash capital expenditures.

### **Net Cash Provided by (Used in) Financing Activities**

**2023 Compared to 2022** — Net cash provided by financing activities increased by \$0.9 billion, primarily due to a \$250.0 million increase in proceeds from long-term debt, a \$154.6 million decrease in repayments on finance leases and long-term debt, a \$241.0 million decrease in net repayments on our 2021 Revolver, and a \$299.9 million decrease in repurchases of our common stock.

## Inflation

Most of our operating expenses are inflation-sensitive, with inflation generally leading to increased costs of operations. Price increases in manufacturer revenue equipment has impacted the cost for us to acquire new equipment. Cost increases have also impacted the cost of parts for equipment repairs and maintenance. The qualified driver shortage experienced by the trucking industry overall has had the effect of increasing compensation paid to our driving associates. We have also experienced inflation in insurance and claims cost related to health insurance and claims as well as auto liability insurance and claims. Prolonged periods of inflation have recently and could continue to cause interest rates, fuel, wages, and other costs to increase as well. Any of these factors could adversely affect our results of operations unless freight rates correspondingly increase.

## Critical Accounting Estimates

The preparation of our consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that impact the amounts reported in our consolidated financial statements and accompanying notes. Therefore, the reported amounts of assets, liabilities, revenue, expenses, and associated disclosures of contingent assets and liabilities are affected by these estimates and assumptions. We evaluate these estimates and assumptions on an ongoing basis, utilizing historical experience, consultation with experts, and other methods considered reasonable in the particular circumstances. Nevertheless, actual results may differ significantly from our estimates and assumptions, and it is possible that materially different amounts could be reported using differing estimates or assumptions. We consider our critical accounting estimates to be those that require us to make more significant judgments and estimates when we prepare our financial statements.

Note 2 in Part II, Item 8 of this Annual Report describes the Company's accounting policies. The following discussion should be read in conjunction with Note 2, as it presents uncertainties involved in applying the accounting policies, and provides insight into the quality of management's estimates and variability in the amounts recorded for these critical accounting estimates. Our critical accounting estimates include the following:

**Claims Accruals** — Insurance and claims expense varies as a percentage of total revenue, based on the frequency and severity of claims incurred in a given period, as well as changes in claims development trends. The actual cost to settle our self-insured claim liabilities, as well as our third-party claim liabilities, may differ from our reserve estimates due to legal costs, claims that have been incurred but not reported, and various other uncertainties, including the inherent difficulty in estimating the severity of the claim and the potential judgment or settlement amount to dispose of the claim. If claims development factors that are based upon historical experience had increased by 10%, our claims accrual as of December 31, 2023 would have potentially increased by \$61.5 million.

Refer to Note 12, in Part II, Item 8 of this Annual Report for discussion about the changes in the claims accrual balance.

**Goodwill and Indefinite-lived Intangible Assets** — The test of goodwill requires judgment, including the identification of reporting units, assigning assets (including goodwill) and liabilities to reporting units and determining the fair value of each reporting unit. Fair value of the reporting unit is determined using a combination of comparative valuation multiples of publicly traded companies, internal transaction methods, and discounted cash flow models. Estimating the fair value of reporting units includes several significant assumptions, including future cash flow estimates, determination of appropriate discount rates, and other assumptions that management believed reasonable under the circumstances. Changes in these estimates and assumptions could materially affect the determination of fair value and/or goodwill impairment for each reporting unit.

Knight-Swift evaluated its goodwill associated with the 2017 Merger and various acquisitions as of December 31, 2023 and 2022. The evaluations were completed using fair value measurement guidance prescribed in ASC 350, *Intangibles – Goodwill and Other*. The fair value of the goodwill was established using an equal weighting of both the income and market approaches. In evaluating this quantitative analysis, the Company determined that it was more likely than not that fair value exceeded carrying value for the Company's reporting units as of December 31, 2023 and 2022.

The test of indefinite-lived intangible assets consists of a comparison of the estimated fair value of certain trade names to their carrying values. The determination of the fair value of the trade names requires management to

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**

**MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS — CONTINUED**

make significant estimates and assumptions related to forecasts of future revenues, discount rates, and royalty rates. Changes in these assumptions could materially affect the determination of the fair value of the trade names, the amount of any trade names impairment charge, or both. Management evaluated trade names for impairment as of December 31, 2023 and 2022 noting that the fair value exceeded carrying value for the trade name.

Refer to Note 10, in Part II, Item 8 of this Annual Report for discussion about the changes in the goodwill and indefinite-lived intangible asset balances.

**Depreciation and Amortization** — Selecting the appropriate accounting method requires management judgment, as there are multiple acceptable methods that are in accordance with GAAP, including straight-line, declining-balance, and sum-of-the-years' digits. As discussed in Note 2 included in Part II, Item 8 of this Annual Report, property and equipment is depreciated on a straight-line basis and intangible customer relationships are amortized on a straight-line basis over the estimated useful lives of the assets. We believe that these methods properly spread the costs over the useful lives of the assets. Management judgment is also involved when determining estimated useful lives of the Company's long-lived assets. We determine useful lives of our long-lived assets, based on historical experience, as well as future expectations regarding the period we expect to benefit from the asset. Factors affecting estimated useful lives of property and equipment may include estimating loss, damage, obsolescence, and company policies around maintenance and asset replacement. Factors affecting estimated useful lives of long-lived intangible assets may include legal, contractual, or other provisions that limit useful lives, historical experience with similar assets, future expectations of customer relationships, among others.

Refer to Note 10, in Part II, Item 8 of this Annual Report for discussion about the impact of the amortization of definite-lived intangibles on our results for 2023 and 2022.

**Impairments of Long-lived Assets** — Fair value is determined through various valuation techniques, including discounted cash flow models, quoted market values, and third-party independent appraisals, as necessary. Estimating fair value includes several significant assumptions, including future cash flow estimates, determination of appropriate discount rates, and other assumptions that management believed reasonable under the circumstances. Changes in these estimates and assumptions could materially affect the determination of fair value and/or impairment.

Refer to Note 23, in Part II, Item 8 of this Annual Report for discussion about the changes in long-lived assets and the impact on our results for 2023 and 2022.

**Fair Value of Net Assets Acquired in Business Combinations** — Management performs fair value assessments in determining the fair value of the identifiable assets and liabilities acquired through the business combination as of the acquisition date. Management and third-party specialists use significant inputs and assumptions in the valuations of acquired net assets such as certain prospective information, discount rates, royalty rates, and market data. Changes in these estimates and assumptions could materially affect the determination of fair value.

Refer to Note 4, in Part II, Item 8 of this Annual Report for discussion about the fair value of net assets acquired in business combinations and the impact on our results for 2023 and 2022.

**Income Taxes** — Significant management judgment is required in determining our provision for income taxes and in determining whether deferred tax assets will be realized in full or in part. We periodically assess the likelihood that all or some portion of deferred tax assets will be recovered from future taxable income. To the extent we believe the likelihood of recovery is not sufficient, a valuation allowance is established for the amount determined not to be realizable. Management judgment is necessary in determining the frequency at which we assess the need for a valuation allowance, the accounting period in which to establish the valuation allowance, as well as the amount of the valuation allowance. We believe that we have adequately provided for our future tax consequences based upon current facts and circumstances and current tax law. However, should our tax positions be challenged, different outcomes could result and have a significant impact on the amounts reported in our consolidated statements of comprehensive income.

Management judgment is also required regarding a variety of other factors including the appropriateness of tax strategies. We utilize certain income tax planning strategies to reduce our overall income taxes. It is possible that certain strategies might be disallowed, resulting in an increased liability for income taxes. Significant management judgments are involved in assessing the likelihood of sustaining the strategies and determining the likely range of

defense and settlement costs, in the event that tax strategies are challenged by taxing authorities. An ultimate result worse than our expectations could adversely affect our results of operations.

Refer to Note 13, in Part II, Item 8 of this Annual Report for discussion about the changes in the balances of deferred taxes assets and related valuation allowances.

**Leases** — At the inception of a lease, management judgment is involved in the determination of the discount rate, the determination of whether a contract contains a lease, classification of operating versus finance lease, assessment of useful lives, and estimation of residual values. Discounted future minimum lease payments are used in determining the lease classification represent the present value of minimum rental payments called for over the lease term, inclusive of residual value guarantees (if applicable) and amounts that would be required to be paid, if any, by the Company upon default for leases containing subjective acceleration or cross default clauses.

Refer to Note 16, in Part II, Item 8 of this Annual Report for discussion about the changes in balance of operating leases.

**Stock-based Compensation** — We issue several types of stock-based compensation, including awards that vest, based on service conditions, performance conditions, or a combination of service and performance conditions. Determining the appropriate amount to expense in each period is based on likelihood and timing of achievement of the stated targets for performance-based awards, and requires judgment, including forecasting future financial results, market performance, and other factors. The estimates are revised periodically, based on the probability and timing of achieving the required performance targets, and adjustments are made as appropriate. There is also some judgement involved with estimating expected forfeiture rates as we have opted to net the benefit of expected forfeitures against our stock-based compensation expense.

Refer to Note 21, in Part II, Item 8 of this Annual Report for discussion about the assumptions related to these awards and the impact on our results for 2023 and 2022.

**Legal Settlements and Reserves** — See Note 19 in Part II Item 8 of this Annual Report.

## Recently Issued Accounting Pronouncements

See Note 3 in Part II, Item 8 of this Annual Report, which is incorporated herein by reference, for recently issued accounting pronouncements that could have an impact on our consolidated financial statements.

### ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

#### **Interest Rate Risk**

We have exposure from variable interest rates, primarily related to our 2021 Debt Agreement, 2023 Term Loan, and 2023 RSA. These variable interest rates are impacted by changes in short-term interest rates. We primarily manage interest rate exposure through a mix of variable rate debt (weighted average rate of 6.0% as of December 31, 2023) and fixed rate equipment lease financing. Assuming the level of borrowings as of December 31, 2023, a hypothetical one percentage point increase in interest rates would increase our annual interest expense by \$21.6 million.

#### **Commodity Price Risk**

We have commodity exposure with respect to fuel used in company-owned tractors. Increases in fuel prices would continue to raise our operating costs, even after applying fuel surcharge revenue. Historically, we have been able to recover a majority of fuel price increases from our customers in the form of fuel surcharges. The weekly average diesel price per gallon in the US decreased to an average of \$4.20 per gallon for 2023 from an average of \$5.01 per gallon for 2022. We cannot predict the extent or speed of potential changes in fuel price levels in the future, the degree to which the lag effect of our fuel surcharge programs will impact us as a result of the timing and magnitude of such changes, or the extent to which effective fuel surcharges can be maintained and collected to offset such increases. We generally have not used derivative financial instruments to hedge our fuel price exposure in the past, but continue to evaluate this possibility.

KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.

**ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA**

The Consolidated Financial Statements of the Company as of December 31, 2023 and 2022 and for the years ended December 31, 2023, 2022, and 2021, together with related notes and the report of Grant Thornton LLP, independent registered public accountants, are set forth on the following pages. Other required financial information set forth herein is more fully described in Item 15 of this Annual Report.

**Audited Financial Statements of Knight-Swift Transportation Holdings Inc.**

<i>Index to Consolidated Financial Statements</i>	
	<b>Consolidated Financial Statements</b>
<a href="#">Report of independent registered public accounting firm [PCAOB ID Number 248]</a>	<a href="#">75</a>
<a href="#">Consolidated balance sheets as of December 31, 2023 and 2022</a>	<a href="#">78</a>
<a href="#">Consolidated statements of comprehensive income for the years ended December 31, 2023, 2022, and 2021</a>	<a href="#">79</a>
<a href="#">Consolidated statements of stockholders' equity for the years ended December 31, 2023, 2022, and, 2021</a>	<a href="#">80</a>
<a href="#">Consolidated statements of cash flows for the years ended December 31, 2023, 2022, and, 2021</a>	<a href="#">81</a>
	<b>Notes to Consolidated Financial Statements</b>
<a href="#">Note 1 Introduction and Basis of Presentation</a>	<a href="#">83</a>
<a href="#">Note 2 Summary of Significant Accounting Policies</a>	<a href="#">84</a>
<a href="#">Note 3 Recently Issued Accounting Pronouncements</a>	<a href="#">91</a>
<a href="#">Note 4 Acquisitions</a>	<a href="#">93</a>
<a href="#">Note 5 Investments</a>	<a href="#">95</a>
<a href="#">Note 6 Equity Investments</a>	<a href="#">96</a>
<a href="#">Note 7 Trade Receivables, net</a>	<a href="#">98</a>
<a href="#">Note 8 Notes Receivable, net</a>	<a href="#">98</a>
<a href="#">Note 9 Assets Held for Sale</a>	<a href="#">99</a>
<a href="#">Note 10 Goodwill and Other Intangible Assets</a>	<a href="#">99</a>
<a href="#">Note 11 Accrued Payroll and Purchased Transportation and Accrued Liabilities</a>	<a href="#">100</a>
<a href="#">Note 12 Claims Accruals</a>	<a href="#">101</a>
<a href="#">Note 13 Income Taxes</a>	<a href="#">102</a>
<a href="#">Note 14 Accounts Receivable Securitization</a>	<a href="#">104</a>
<a href="#">Note 15 Debt and Financing</a>	<a href="#">105</a>
<a href="#">Note 16 Leases</a>	<a href="#">108</a>
<a href="#">Note 17 Defined Benefit Pension Plan</a>	<a href="#">110</a>
<a href="#">Note 18 Purchase Commitments</a>	<a href="#">111</a>
<a href="#">Note 19 Contingencies and Legal Proceedings</a>	<a href="#">112</a>
<a href="#">Note 20 Share Repurchase Plans</a>	<a href="#">115</a>
<a href="#">Note 21 Stock-based Compensation</a>	<a href="#">115</a>
<a href="#">Note 22 Weighted Average Shares Outstanding</a>	<a href="#">119</a>
<a href="#">Note 23 Fair Value Measurement</a>	<a href="#">119</a>
<a href="#">Note 24 Related Party Transactions</a>	<a href="#">123</a>
<a href="#">Note 25 Information by Segment, Geography, and Customer Concentration</a>	<a href="#">124</a>

**REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

Board of Directors and Shareholders

Knight-Swift Transportation Holdings Inc.

**Opinion on the financial statements**

We have audited the accompanying consolidated balance sheets of Knight-Swift Transportation Holdings Inc. (a Delaware corporation) and subsidiaries (the "Company") as of December 31, 2023 and 2022, the related consolidated statements of comprehensive income, stockholders' equity, and cash flows for each of the three years in the period ended December 31, 2023, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and 2022, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2023, in conformity with accounting principles generally accepted in the United States of America.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) ("PCAOB"), the Company's internal control over financial reporting as of December 31, 2023, based on criteria established in the 2013 *Internal Control—Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO"), and our report dated February 22, 2024 expressed an unqualified opinion.

**Basis for opinion**

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

**Critical audit matters**

The critical audit matters communicated below are matters arising from the current period audit of the financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

***Swift and U.S. Xpress auto liability claims accrual***

As described further in footnote 12 to the financial statements, the Company is self-insured for a portion of its risk related to auto liability claims. The Company accrues for the cost of the uninsured portion of pending claims by evaluating the nature and severity of individual claims and by estimating future claims development based upon historical development trends. The actual cost to settle self-insured claim liabilities may differ from the Company's reserve estimates due to legal costs, claims that have been incurred but not reported, and various other uncertainties, including the inherent difficulty in estimating the severity of the claims and the potential judgment or settlement amount to dispose of the claim.

We identified the estimation of the Swift and U.S. Xpress auto liability claims accrual, which are subject to certain self-insured retention limits, as a critical audit matter. Auto liability unpaid claim liabilities are determined by

projecting the estimated ultimate loss related to a claim, less actual costs paid to date. These estimates rely on the assumption that historical claim patterns are an accurate representation for future claims that have been incurred but not completely paid. The principal considerations for assessing the auto liability as a critical audit matter is the high level of estimation uncertainty related to determining the severity of these types of claims, as well as the inherent subjectivity in management's judgment in estimating the total costs to settle or dispose of these claims.

Our audit procedures related to this critical audit matter included the following, among others :

- We tested the operating effectiveness of controls over Swift auto liability claims, including the completeness and accuracy of claim expenses and payments and management's review over actuarial calculations.
- We tested management's process for determining the auto liability accrual, including evaluating the reasonableness of the methods and certain assumptions used in estimating the ultimate claim losses with the assistance of an actuarial specialist.
- We tested the claims data used in the actuarial calculation by selecting samples of historical claims data and inspecting source documents to test key attributes of the claims data.

*Customer relationships and tradename acquired with the U.S. Xpress acquisition*

As described further in footnote 4 to the financial statements, on July 1, 2023, the Company acquired all of the issued and outstanding shares of U.S.

Xpress. The total purchase price consideration was \$630 million, which \$348 million was allocated to separately identified intangible assets, including

customer relationships of \$184.5 million and tradenames of \$163.5 million. The determination of the fair value of the customer relationships and

tradename requires management to make significant estimates and assumptions related to forecasts of future revenues, expenses, and the discount and

royalty rates applied.

We identified the fair value assigned to the customer relationships and tradename on the acquisition date as a critical audit matter. The principal consideration for our determination that the acquisition date fair value of customer relationships and tradename is a critical audit matter is that management utilized significant judgment when estimating the fair value assigned to the acquired intangibles. In turn, auditing management's judgments regarding the assigned fair value involved a high degree of subjectivity due to the estimation uncertainty of management's significant judgments.

Our audit procedures related to this critical audit matter included the following, among others:

- We tested the operating effectiveness of controls relating to the determination of fair value.
- We tested management's process for determining the fair value of the acquired intangibles. This included evaluating the appropriateness of the valuation method.
- We evaluated the reasonableness of management's significant assumptions, which included forecasted revenues and expenses. We tested whether these forecasts were reasonable and consistent with historical performance and third-party market data, as applicable.
- We tested the reasonableness of the Company's discount rates and royalty rate applied to the present value of the estimated future cash flows models with the assistance of valuation specialists.

*Third-party auto liability carrier claims reserves*

As described further in footnote 12 to the financial statements, the Company assumes premiums under a reinsurance agreement covering auto liability coverage for individual members of an independent carrier safety association. The per occurrence limit assumed for auto liability is \$1.0 million. The Company accrues for the cost of the uninsured portion of pending claims by evaluating the nature and severity of individual claims and by estimating future claims development based upon historical development trends. The actual cost to settle claim liabilities may differ from the Company's reserve estimates due to legal costs, claims that have been incurred but not reported,

and various other uncertainties, including the inherent difficulty in estimating the severity of the claims and the potential judgment or settlement amount to dispose of the claim.

We identified the estimation of the Company's third-party auto liability carrier claims reserves as a critical audit matter. Unpaid claim liabilities are determined by projecting the estimated ultimate loss related to a claim, less actual costs paid to date. These estimates rely on the assumption that historical claim patterns are an accurate representation for future claims that have been incurred but not completely paid. The principal considerations for assessing the third-party auto liability carrier claims reserves as a critical audit matter is the high level of estimation uncertainty related to determining the severity of these types of claims, as well as the inherent subjectivity in management's judgment in estimating the total costs to settle or dispose of these claims.

Our audit procedures related to this critical audit matter included the following, among others:

- We tested the operating effectiveness of controls over the third-party auto liability carrier claims reserves, including the completeness and accuracy of claim expenses and payments.
- We tested management's process for determining the third-party auto liability carrier claims reserves, including evaluating the reasonableness of the methods and certain assumptions used in estimating the ultimate claim losses with the assistance of an actuarial specialist.
- We tested the claims data used in the actuarial calculation by selecting samples of historical claims data and inspecting source documents to test key attributes of the claims data.

/s/ GRANT THORNTON LLP

We have served as the Company's auditor since 2011.

Phoenix, Arizona  
February 22, 2024

## Consolidated Balance Sheets

	December 31,	
	2023	2022
<b>ASSETS</b>		
(In thousands, except per share data)		
Current assets:		
Cash and cash equivalents	\$ 168,545	\$ 196,770
Cash and cash equivalents – restricted	297,275	185,792
Restricted investments, held-to-maturity, amortized cost	530	7,175
Trade receivables, net of allowance for doubtful accounts of \$ 39,458 and \$ 22,980 , respectively	888,603	842,294
Contract balance – revenue in transit	12,246	15,859
Prepaid expenses	148,696	108,081
Assets held for sale	83,366	40,602
Income tax receivable	65,815	58,974
Other current assets	43,939	38,025
Total current assets	<u>1,709,015</u>	<u>1,493,572</u>
Property and equipment:		
Revenue equipment	5,154,593	4,429,117
Land and land improvements	426,635	376,552
Buildings and building improvements	861,194	726,424
Furniture and fixtures	156,911	131,886
Shop and service equipment	84,049	59,817
Leasehold improvements	37,228	16,587
Gross property and equipment	6,720,610	5,740,383
Less: accumulated depreciation and amortization	( 2,104,211 )	( 1,905,340 )
Property and equipment, net	<u>4,616,399</u>	<u>3,835,043</u>
Operating lease right-of-use-assets	484,821	192,358
Goodwill	3,848,798	3,519,339
Intangible assets, net	2,058,882	1,776,569
Other long-term assets	152,850	134,785
Total assets	<u>\$ 12,870,765</u>	<u>\$ 10,951,666</u>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
Current liabilities:		
Accounts payable	\$ 355,173	\$ 220,849
Accrued payroll and purchased transportation	164,884	171,381
Accrued liabilities	220,350	81,528
Claims accruals – current portion	480,200	311,822
Finance lease liabilities and long-term debt – current portion	459,759	71,466
Operating lease liabilities – current portion	144,921	36,961
Total current liabilities	<u>1,825,287</u>	<u>894,007</u>
Revolving line of credit	67,000	43,000
Long-term debt – less current portion	1,223,021	1,024,668
Finance lease liabilities – less current portion	407,150	344,377
Operating lease liabilities – less current portion	371,407	149,992
Accounts receivable securitization	526,508	418,561
Claims accruals – less current portion	315,476	201,838
Deferred tax liabilities	951,749	907,893
Other long-term liabilities	79,086	12,049
Total liabilities	<u>5,766,684</u>	<u>3,996,385</u>
Commitments and contingencies (Notes 4, 6, 17, 18, and 19)		
Stockholders' equity:		
Preferred stock, par value \$ 0.01 per share; 10,000 shares authorized; none issued	—	—
Common stock, par value \$ 0.01 per share; 500,000 shares authorized; 161,385 and 160,706 shares issued and outstanding as of		

December 31, 2023 and 2022, respectively.

	1,613	1,607
Additional paid-in capital	4,426,852	4,392,266
Accumulated other comprehensive loss	( 830 )	( 2,436 )
Retained earnings	2,659,755	2,553,567
Total Knight-Swift stockholders' equity	7,087,390	6,945,004
Noncontrolling interest	16,691	10,277
Total stockholders' equity	7,104,081	6,955,281
Total liabilities and stockholders' equity	\$ 12,870,765	\$ 10,951,666

See accompanying notes to consolidated financial statements.

**Consolidated Statements of Comprehensive Income**

	2023	2022	2021
(In thousands, except per share data)			
<b>Revenue:</b>			
Revenue, excluding truckload and LTL fuel surcharge	\$ 6,308,169	\$ 6,508,165	\$ 5,531,890
Truckload and LTL fuel surcharge	833,597	920,417	466,129
Total revenue	<u>7,141,766</u>	<u>7,428,582</u>	<u>5,998,019</u>
<b>Operating expenses:</b>			
Salaries, wages, and benefits	2,479,759	2,173,933	1,771,772
Fuel	878,407	895,603	546,256
Operations and maintenance	473,491	422,872	313,505
Insurance and claims	609,536	455,918	275,378
Operating taxes and licenses	117,024	111,197	98,784
Communications	29,661	23,656	22,486
Depreciation and amortization of property and equipment	664,962	594,981	522,596
Amortization of intangibles	70,138	64,843	55,299
Rental expense	130,269	56,856	55,161
Purchased transportation	<u>1,190,836</u>	<u>1,444,937</u>	<u>1,320,888</u>
Impairments	2,236	810	299
Miscellaneous operating expenses	<u>157,294</u>	<u>91,148</u>	<u>49,898</u>
Total operating expenses	<u>6,803,613</u>	<u>6,336,754</u>	<u>5,032,322</u>
Operating income	<u>338,153</u>	<u>1,091,828</u>	<u>965,697</u>
<b>Other (expenses) income:</b>			
Interest income	21,577	5,439	1,173
Interest expense	( 127,100 )	( 50,803 )	( 21,140 )
Other income (expenses), net	<u>37,659</u>	<u>( 25,958 )</u>	<u>28,905</u>
Total other (expenses) income, net	<u>( 67,864 )</u>	<u>( 71,322 )</u>	<u>8,938</u>
Income before income taxes	<u>270,289</u>	<u>1,020,506</u>	<u>974,635</u>
Income tax expense	<u>54,768</u>	<u>249,388</u>	<u>230,887</u>
Net income	<u>215,521</u>	<u>771,118</u>	<u>743,748</u>
Net loss (income) attributable to noncontrolling interest	<u>1,628</u>	<u>207</u>	<u>( 360 )</u>
Net income attributable to Knight-Swift	<u>\$ 217,149</u>	<u>\$ 771,325</u>	<u>\$ 743,388</u>
Other comprehensive income (loss)	<u>1,606</u>	<u>( 1,873 )</u>	<u>( 563 )</u>
Comprehensive income	<u><u>\$ 218,755</u></u>	<u><u>\$ 769,452</u></u>	<u><u>\$ 742,825</u></u>
<b>Earnings per share:</b>			
Basic	\$ 1.35	\$ 4.75	\$ 4.48
Diluted	<u>\$ 1.34</u>	<u>\$ 4.73</u>	<u>\$ 4.45</u>
<b>Dividends declared per share:</b>	<u>\$ 0.56</u>	<u>\$ 0.48</u>	<u>\$ 0.38</u>
<b>Weighted average shares outstanding:</b>			
Basic	<u>161,188</u>	<u>162,260</u>	<u>165,860</u>
Diluted	<u>161,826</u>	<u>163,211</u>	<u>167,060</u>

See accompanying notes to consolidated financial statements.

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**

**Consolidated Statements of Stockholders' Equity**

	Common Stock			Accumulated Other			Total Knight-Swift		Total Stockholders' Equity	
	Shares	Par Value	Paid-in Capital	Retained Earnings	Comprehensive Income (Loss)		Stockholders' Equity	Noncontrolling Interest		
					Other	Comprehensive Income (Loss)				
(In thousands, except per share data)										
<b>Balances – December 31, 2020</b>	166,553	\$ 1,665	\$ 4,301,424	\$ 1,566,759	\$ —	\$ 5,869,848	\$ 2,192	\$ 5,872,040		
Common stock issued to employees	510	6	5,918			5,924			5,924	
Common stock issued to the Board	12	—	575			575			575	
Common stock issued with ACT acquisition	219	2	9,998			10,000			10,000	
Common stock issued under ESPP	63	1	2,782			2,783			2,783	
Company shares repurchased	(1,377)	(14)		(57,161)		(57,175)			(57,175)	
Shares withheld – RSU settlement				(8,257)		(8,257)			(8,257)	
Employee stock-based compensation expense			33,495			33,495			33,495	
Cash dividends paid and dividends accrued (\$ 0.38 per share)				(63,587)		(63,587)			(63,587)	
Net income			743,388			743,388	360	743,748		
Other comprehensive income				(563)		(563)			(563)	
Noncontrolling interest							10,281		10,281	
Investment in noncontrolling interest							(64)		(64)	
Net acquisition of remaining ownership interest, previously noncontrolling			(3,279)			(3,279)	(2,471)		(5,750)	
<b>Balances – December 31, 2021</b>	165,980	\$ 1,660	\$ 4,350,913	\$ 2,181,142	\$ (563)	\$ 6,533,152	\$ 10,298	\$ 6,543,450		
Common stock issued to employees	625	6	2,505			2,511			2,511	
Common stock issued to the Board	18	—	873			873			873	
Common stock issued under ESPP	84	1	4,047			4,048			4,048	
Company shares repurchased	(6,001)	(60)		(299,881)		(299,941)			(299,941)	
Shares withheld – RSU settlement				(20,623)		(20,623)			(20,623)	
Employee stock-based compensation expense			33,928			33,928			33,928	
Cash dividends paid and dividends accrued (\$ 0.48 per share)				(78,396)		(78,396)			(78,396)	
Net income			771,325			771,325	(207)	771,118		
Other comprehensive income				(1,873)		(1,873)			(1,873)	
Noncontrolling interest							186		186	
<b>Balances – December 31, 2022</b>	160,706	\$ 1,607	\$ 4,392,266	\$ 2,553,567	\$ (2,436)	\$ 6,945,004	\$ 10,277	\$ 6,955,281		
Common stock issued to employees	582	5	158			163			163	
Common stock issued to the Board	18	—	977			977			977	
U.S. Xpress assumed equity awards			1,462			1,462			1,462	
Common stock issued under ESPP	79	1	4,067			4,068			4,068	
Shares withheld – RSU settlement			(19,932)			(19,932)			(19,932)	
Employee stock-based compensation expense			27,922			27,922			27,922	
Cash dividends paid and dividends accrued (\$ 0.56 per share)				(91,029)		(91,029)			(91,029)	
Net income			217,149			217,149	(1,628)	215,521		
Other comprehensive income				1,606		1,606			1,606	
Noncontrolling interest							8,281		8,281	
Investment in noncontrolling interest							(239)		(239)	
<b>Balances – December 31, 2023</b>	161,385	\$ 1,613	\$ 4,426,852	\$ 2,659,755	\$ (830)	\$ 7,087,390	\$ 16,691	\$ 7,104,081		

See accompanying notes to consolidated financial statements.

**Consolidated Statements of Cash Flows**

	2023	2022	2021
	(In thousands)		
<b>Cash flows from operating activities:</b>			
Net income	\$ 215,521	\$ 771,118	\$ 743,748
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization of property, equipment, and intangibles	735,100	659,824	577,895
Gain on sale of property and equipment	( 64,651 )	( 92,891 )	( 74,799 )
Impairments	2,236	810	299
Deferred income taxes	10,784	30,852	39,929
Non-cash lease expense	121,831	41,943	45,192
(Gain) loss on equity securities	( 2,096 )	52,274	( 3,931 )
Non-cash adjustment to fair value of convertible note	—	—	( 12,631 )
Other adjustments to reconcile net income to net cash provided by operating activities	62,005	46,632	44,841
Increase (decrease) in cash resulting from changes in:			
Trade receivables	155,100	58,708	( 214,573 )
Income tax receivable	( 6,841 )	( 58,065 )	2,528
Accounts payable	12,628	( 24,769 )	73,371
Accrued liabilities and claims accrual	53,304	11,151	40,872
Operating lease liabilities	( 120,550 )	( 42,893 )	( 48,171 )
Other assets and liabilities	( 12,695 )	( 18,841 )	( 24,417 )
Net cash provided by operating activities	<u>1,161,676</u>	<u>1,435,853</u>	<u>1,190,153</u>
<b>Cash flows from investing activities:</b>			
Proceeds from maturities of held-to-maturity investments	3,620	9,706	10,624
Purchases of held-to-maturity investments	( 30 )	( 11,145 )	( 7,706 )
Proceeds from sale of property and equipment, including assets held for sale	292,627	183,421	252,080
Purchases of property and equipment	( 1,071,611 )	( 800,563 )	( 534,096 )
Expenditures on assets held for sale	( 833 )	( 545 )	( 1,367 )
Net cash, restricted cash, and equivalents invested in acquisitions	( 458,288 )	( 31,291 )	( 1,496,208 )
Investment in convertible note	—	—	( 35,000 )
Other cash flows from investing activities	<u>6,490</u>	<u>4,233</u>	<u>( 5,060 )</u>
Net cash used in investing activities	<u>( 1,228,025 )</u>	<u>( 646,184 )</u>	<u>( 1,816,733 )</u>
<b>Cash flows from financing activities:</b>			
Repayments of finance leases and long-term debt	( 120,219 )	( 274,833 )	( 409,889 )
Proceeds from long-term debt	250,000	—	1,200,000
Borrowings (repayments) on revolving lines of credit, net	24,000	( 217,000 )	50,000
Borrowings under accounts receivable securitization	197,000	140,000	80,000
Repayments of accounts receivable securitization	( 89,000 )	—	( 15,000 )
Proceeds from common stock issued	5,208	7,432	9,282
Repurchases of the Company's common stock	—	( 299,941 )	( 57,175 )
Dividends paid	( 91,149 )	( 78,304 )	( 63,535 )
Other cash flows from financing activities	<u>( 25,150 )</u>	<u>( 31,701 )</u>	<u>( 14,357 )</u>
Net cash provided by (used in) financing activities	<u>150,690</u>	<u>( 754,347 )</u>	<u>779,326</u>
Net increase in cash, restricted cash, and equivalents	84,341	35,322	152,746
Cash, restricted cash, and equivalents at beginning of period	385,345	350,023	197,277
Cash, restricted cash, and equivalents at end of period	<u>\$ 469,686</u>	<u>\$ 385,345</u>	<u>\$ 350,023</u>

## Consolidated Statements of Cash Flows — Continued

	2023	2022	2021
(In thousands)			
<b>Supplemental disclosures of cash flow information:</b>			
<b>Cash paid during the period for:</b>			
Interest	\$ 118,150	\$ 48,905	\$ 18,949
Income taxes	40,378	289,159	167,092
<b>Non-cash investing and financing activities:</b>			
Equipment acquired included in accounts payable	\$ 45,574	\$ 34,909	\$ 10,489
Transfers from property and equipment to assets held for sale	175,297	90,951	92,445
Noncontrolling interest associated with acquisitions	5,178	—	10,281
Purchase price adjustment on acquisition	—	2,164	—
Contingent consideration associated with acquisitions and investments	174,107	1,717	6,250
Value of common stock issued for acquisition	—	—	10,000
U.S. Xpress assumed equity awards	1,462	—	—
Conversion of note receivable to equity investment	12,107	—	37,631
Right-of-use assets obtained in exchange for operating lease liabilities	73,162	86,910	22,771
Right-of-use assets obtained in exchange for operating lease liabilities through acquisitions	—	—	50,988
Property and equipment obtained in exchange for finance lease liabilities	181,693	152,509	181,234
Property and equipment obtained in exchange for finance lease liabilities reclassified from operating lease liabilities	—	6,462	42,298
<b>Reconciliation of Cash, Restricted Cash, and Equivalents:</b>			
	2023	2022	2021
(In thousands)			
<b>Consolidated Balance Sheets</b>			
Cash and cash equivalents	\$ 168,545	\$ 196,770	\$ 261,001
Cash and cash equivalents – restricted <sup>1</sup>	297,275	185,792	87,241
Other long-term assets <sup>1</sup>	3,866	2,783	1,781
<b>Consolidated Statements of Cash Flows</b>			
Cash, restricted cash, and equivalents	<u>\$ 469,686</u>	<u>\$ 385,345</u>	<u>\$ 350,023</u>

<sup>1</sup> Reflects cash and cash equivalents that are primarily restricted for claims payments.

See accompanying notes to consolidated financial statements.

## Notes to Consolidated Financial Statements

### Note 1 — Introduction and Basis of Presentation

*Certain acronyms and terms used throughout this Annual Report are specific to Knight-Swift, commonly used in the trucking industry, or are otherwise frequently used throughout this document. Definitions for these acronyms and terms are provided in the "Glossary of Terms," available in the front of this document.*

#### **Description of Business**

Knight-Swift is a transportation solutions provider, headquartered in Phoenix, Arizona. During 2023, the Truckload segment operated an average of 20,948 tractors (comprised of 18,821 company tractors and 2,127 independent contractor tractors). The Company operated 87,865 trailers during the year, including trailers within the Truckload segment and leasing activities within the All Other Segments. The LTL segment operated an average 3,201 tractors and 8,482 trailers. Additionally, the Intermodal segment operated an average of 639 tractors and 12,730 intermodal containers. The Company's four reportable segments are Truckload, LTL, Logistics, and Intermodal.

#### **2017 Merger**

On September 8, 2017, the Company became Knight-Swift Transportation Holdings Inc. upon the effectiveness of the 2017 Merger. Immediately upon the consummation of the 2017 Merger, former Knight stockholders and former Swift stockholders owned approximately 46.0 % and 54.0 %, respectively, of the Company. Upon closing of the 2017 Merger, the shares of Knight common stock that previously traded under the ticker symbol "KNX" ceased trading and were delisted from the NYSE. The shares of Class A common stock commenced trading on the NYSE on a post-reverse split basis under the ticker symbol "KNX" on September 11, 2017.

#### **Recent Acquisitions**

The Company recently acquired the following entities:

- 100.0 % of U.S. Xpress on July 1, 2023 . The results are included within the Truckload and Logistics segments.
- 100.0 % of MME on December 6, 2021 . The results are included within the LTL segment.
- 100.0 % of ACT on July 5, 2021 . The results are included within the LTL segment.
- 100.0 % of UTXL on June 1, 2021 . The results are included within the Logistics segment.
- 79.44 % of Eleos on February 1, 2021 . The results are included within the All Other Segments. The noncontrolling interest is presented as a separate component of the consolidated financial statements.

Note regarding comparability: In accordance with the accounting treatment applicable to the transactions, the Company's consolidated results, as reported, do not include the operating results of its ownership interest in the acquired entities prior to the respective acquisition dates. Accordingly, comparisons between the Company's current and prior period results may not be meaningful.

Additional information regarding the Company's recent acquisitions is included in Note 4.

#### **Basis of Presentation**

The consolidated financial statements include the accounts of Knight-Swift Transportation Holdings Inc. and its subsidiaries. In management's opinion, these consolidated financial statements were prepared in accordance with GAAP and include all adjustments necessary (consisting of normal recurring adjustments) for the fair presentation of the periods presented.

With respect to transactional/durational data, references to "years", including "2023", "2022", and "2021" pertain to calendar years. Similarly, references to "quarters", including "first", "second", "third", and "fourth" pertain to calendar quarters.

#### **Seasonality**

In the full truckload transportation industry, results of operations generally follow a seasonal pattern. Freight volumes in the first quarter are typically lower due to less consumer demand, customers reducing shipments following the holiday season, and inclement weather. At the same time, operating expenses generally increase, and tractor productivity of the Company's Truckload fleet, independent contractors, and third-party carriers decreases during the winter months due to decreased fuel efficiency, increased cold-weather-related equipment maintenance

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — CONTINUED**

and repairs, and increased insurance claims and costs attributed to higher accident frequency from harsh weather. These factors typically lead to lower operating profitability, as compared to other parts of the year. Additionally, beginning in the latter half of the third quarter and continuing into the fourth quarter, the Company typically experiences surges pertaining to holiday shopping trends toward delivery of gifts purchased over the Internet as well as the length of the holiday season (consumer shopping days between Thanksgiving and Christmas). However, as the Company continues to diversify its business through expansion into the LTL industry, warehousing, and other activities, seasonal volatility is becoming more tempered. Additionally, macroeconomic trends and cyclical changes in the trucking industry, including imbalances in supply and demand, can override the seasonality faced in the industry.

**ASUs**

There were various ASUs that became effective during 2023, which did not have a material impact on the Company's results of operations, financial position, cash flows, or disclosures.

---

**Note 2 — Summary of Significant Accounting Policies**

**Use of Estimates** — The preparation of the consolidated financial statements, in accordance with GAAP, requires management to make estimates and assumptions about future events that affect the amounts reported in the Company's consolidated financial statements and accompanying notes. On an ongoing basis, management evaluates and periodically adjusts its estimates and assumptions, based on historical experience, the impact of the current economic environment, and other key factors. Volatile energy markets, as well as changes in consumer spending have increased the inherent uncertainty in such estimates and assumptions. As future events and their effects cannot be determined with precision, actual results could differ significantly from these estimates. Significant items subject to such estimates and assumptions include:

- carrying amount of property and equipment;
- carrying amount of goodwill and intangible assets;
- leases;
- estimates of claims accruals;
- contingent obligations;
- calculation of projected pension benefit obligation;
- calculation of stock-based compensation;
- valuation of net assets acquired in business combination;
- valuation allowance for deferred income tax assets;
- valuation allowances for receivables; and
- valuation of financial instruments.

**Segments** — The Company uses the "management approach" to determine its reportable segments, as well as to determine the basis of reporting the operating segment information. Certain of the Company's operating segments have been aggregated into reportable segments. The management approach focuses on financial information that management uses to make operating decisions. The Company's chief operating decision makers use total revenue, operating expense categories, operating ratios, operating income, and key operating statistics to evaluate performance and allocate resources to the Company's operations and is based around the transportation service offerings provided to the Company's customers, as well as the equipment utilized.

Operating income is the measure that management uses to evaluate segment performance and allocate resources. Operating income should not be viewed as a substitute for GAAP net income. Management believes the presentation of operating income enhances the understanding of the Company's performance by highlighting the results of operations and the underlying profitability drivers of the business segments. Operating income is defined as "Total revenue" less "Total operating expenses."

Based on the unique nature of the Company's operating structure, certain revenue-generating assets are interchangeable between segments. Additionally, the Company's chief operating decision makers do not review assets or liabilities by segment to make operating decisions. The Company allocates depreciation and amortization expense of its property and equipment to the segments based on the actual utilization of the asset by the segment during the period.

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — CONTINUED**

See Note 25 for additional disclosures regarding the Company's segments.

**Cash and Cash Equivalents** — Cash and cash equivalents are comprised of cash, money market funds, and highly liquid instruments with insignificant interest rate risk and original maturities of three months or less. Cash balances with institutions may be in excess of Federal Deposit Insurance Corporation ("FDIC") limits or may be invested in sweep accounts that are not insured by the institution, the FDIC, or any other government agency.

**Restricted Cash and Equivalents** — The Company's wholly-owned captive insurance companies, Red Rock and Mohave, maintain certain operating bank accounts, working trust accounts, and investment accounts. The cash and cash equivalents within these accounts are restricted by insurance regulations to fund the insurance claim losses to be paid by the captive insurance companies, and therefore, are classified as "Cash and cash equivalents – restricted" and included within "Other long-term assets" in the consolidated balance sheets.

**Restricted Investments** — The Company's investments are restricted by insurance regulations to fund the insurance claim losses to be paid by the captive insurance companies. The Company accounts for its investments in accordance with ASC 320, *Investments – Debt Securities*. Management determines the appropriate classification of its investments in debt securities at the time of purchase and re-evaluates the determination on a quarterly basis. As of December 31, 2023, all of the Company's investments in fixed-maturity securities were classified as held-to-maturity, as the Company has the positive intent and ability to hold these securities to maturity. Held-to-maturity securities are carried at amortized cost. The amortized cost of debt securities is adjusted using the effective interest rate method for amortization of premiums and accretion of discounts. Amortization and accretion are reported in "Other income, net" in the consolidated statements of comprehensive income.

Management periodically evaluates restricted investments for impairment. The assessment of whether impairments have occurred is based on management's case-by-case evaluation of the underlying reasons for the decline in estimated fair value. Management accounts for other-than-temporary impairments of debt securities in accordance with ASC 320. This guidance requires the Company to evaluate whether it intends to sell an impaired debt security or whether it is more likely than not that it will be required to sell an impaired debt security before recovery of the amortized cost basis. If either of these criteria are met, an impairment loss equal to the difference between the debt security's amortized cost and its estimated fair value is recognized in earnings. For impaired debt securities that do not meet these criteria, the Company determines if a credit loss exists with respect to the impaired security. If a credit loss exists, the credit loss component of the impairment (i.e., the difference between the security's amortized cost and the present value of projected future cash flows expected to be collected) is recognized in earnings and the remaining portion of the impairment is recognized as a component of accumulated other comprehensive income.

See Note 5 for additional disclosures regarding the Company's restricted investments.

**Inventories and Supplies** — Inventories and supplies, which are included in "Other current assets" in the consolidated balance sheets, primarily consist of spare parts, tires, fuel, and supplies and are stated at lower of cost or net realizable value. Depending on the class of inventory, cost is determined using the first-in, first-out method or average cost. Replacement tires held in the shops are classified as inventory and expensed when placed in service. Replacement tire costs incurred over the road are immediately expensed.

**Property and Equipment** — Property and equipment is stated at cost less accumulated depreciation. Costs to construct significant assets include capitalized interest incurred during the construction and development period. Expenditures for replacements and improvements are capitalized. Maintenance and repairs are expensed as incurred.

Net gains on the disposal of property and equipment are presented in the consolidated statements of comprehensive income within "Miscellaneous operating expenses."

Tires on purchased revenue equipment are capitalized along with the related equipment cost when the vehicle is placed in service, and are depreciated over the life of the vehicle.

Depreciation of property and equipment is calculated on a straight-line basis down to the salvage value, as applicable, over the following estimated useful lives:

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — CONTINUED**

<b>Category:</b>	<b>Range (in years)</b>		
Revenue equipment*	3	—	20
Shop and service equipment	2	—	10
Land improvements	5	—	15
Buildings and building improvements	10	—	40
Furniture and fixtures	3	—	10
Leasehold improvements	Lesser of lease term or leasehold improvement life		

\*For finance leases involving revenue equipment, the depreciation period is equal to the term of the lease agreement.

Management believes that these methods properly spread the costs over the useful lives of the assets. Management judgment is involved when determining estimated useful lives of the Company's long-lived assets. Useful lives of the Company's long-lived assets are determined based on historical experience, as well as future expectations regarding the period the Company expects to benefit from the asset. Factors affecting estimated useful lives of property and equipment may include estimating loss, damage, obsolescence, and Company policies around maintenance and asset replacement.

Management evaluates its property and equipment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable in accordance with ASC 360, *Property, Plant and Equipment*. When such events or changes in circumstances occur, management performs a recoverability test that compares the carrying amount with the projected undiscounted cash flows from the use and eventual disposition of the asset or asset group. An impairment is recorded for any excess of the carrying amount over the estimated fair value. Fair value is determined through various valuation techniques including discounted cash flow models, quoted market values, and third-party independent appraisals, when necessary. Estimating fair value includes several significant assumptions, including future cash flow estimates, determination of appropriate discount rates, and other assumptions that management believes reasonable under the circumstances. Changes in these estimates and assumptions could materially affect the determination of fair value and/or impairment.

**Goodwill** — Management evaluates goodwill on an annual basis as of June 30<sup>th</sup>, or more frequently if indicators of impairment exist. The Company performs a quantitative analysis on an annual basis, in accordance with ASC 350, *Goodwill and Other Intangible Assets*. Management estimates the fair values of its reporting units using a combination of the income and market approaches. If the carrying amount of a reporting unit exceeds the fair value, then management recognizes an impairment loss of the same amount. This loss is only limited to the total amount of goodwill allocated to that reporting unit. Refer to Note 10 for the results of the Company's annual evaluation as of December 31, 2023.

On a periodic basis, the Company assesses qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than the carrying amount. If the Company concludes that it is more likely than not that the fair value of a reporting unit is less than its carrying amount, then the Company conducts a quantitative goodwill impairment test.

See Notes 4 and 10 for additional disclosures regarding the Company's goodwill.

**Intangible Assets other than Goodwill** — The Company's intangible assets other than goodwill primarily consist of acquired customer relationships, trade names, and other intangibles from acquisitions. Amortization of acquired customer relationships, and other intangibles is calculated on a straight-line basis over the estimated useful life, which ranges from 3 years to 20 years. Certain trade names have indefinite useful lives and are not amortized, but are tested for impairment at least annually, unless events occur or circumstances change between annual tests that would more likely than not reduce the fair value.

Management reviews its intangible assets for impairment whenever events or circumstances indicate that the carrying amount of the asset may not be recoverable, in accordance with ASC 350, *Intangibles – Goodwill and Other*. When such events or changes in circumstances occur, management performs a recoverability test that compares the carrying amount with the projected discounted cash flows from the use and eventual disposition of the asset or asset group. An impairment is recorded for any excess of the carrying amount over the estimated fair value, which is generally determined using discounted future cash flows.

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — CONTINUED**

Fair value is determined through various valuation techniques, including discounted cash flow models, quoted market values, and third-party independent appraisals. Estimating fair value includes several significant assumptions, including future cash flow estimates, determination of appropriate discount rates, royalty rates, and other assumptions that management believes reasonable under the circumstances. Changes in these estimates and assumptions could materially affect the determination of fair value and/or impairment.

See Notes 4 and 10 for additional disclosures regarding the Company's intangible assets.

**Claims Accruals** — The Company is self-insured for a portion of its risk related to auto liability, workers' compensation, property damage, cargo damage, and group health. The Company assumed premiums under a reinsurance agreement covering auto liability, including non-trucking auto liability, cargo and general liability coverages for individual members of an independent carrier safety association. Self-insurance results from buying insurance coverage that applies in excess of a retained portion of risk for each respective line of coverage. The Company accrues for the cost of the uninsured portion of pending claims by evaluating the nature and severity of individual claims and by estimating future claims development based upon historical claims development trends. The actual cost to settle self-insured claim liabilities may differ from the Company's reserve estimates due to legal costs, claims that have been incurred but not reported, and various other uncertainties, including the inherent difficulty in estimating the severity of the claims and the potential judgment or settlement amount to dispose of the claim.

See Notes 12 and 19 for additional disclosures regarding the Company's claims accruals.

**Leases** — Management evaluates the Company's leases based on the underlying asset groups. The assets currently underlying the Company's leases include revenue equipment (primarily tractors and trailers), real estate (primarily buildings, office space, land, and drop yards), as well as technology and other equipment that supports business operations. Management's significant assumptions and judgments include the determination of the discount rate (discussed below), as well as the determination of whether a contract contains a lease.

In accordance with ASC 842, *Leases*, property and equipment held under operating leases are recorded as right-of-use assets, with a corresponding operating lease liability. Additionally, property and equipment held under finance leases are recorded as property and equipment with corresponding finance lease liabilities. All expenses related to operating leases are reflected in our consolidated statements of comprehensive income in "Rental expense." Expenses related to finance leases are reflected in our consolidated statements of comprehensive income in "Depreciation and amortization of property and equipment" and "Interest expense."

- **Lease Term** — The Company's leases generally have lease terms corresponding to the useful lives of the underlying assets. Revenue equipment leases have fixed payment terms based on the passage of time, which is typically three to five years for tractors and five to seven years for trailers. Certain finance leases for revenue equipment contain renewal or fixed price purchase options. Real estate leases, excluding drop yards, generally have varying lease terms between five and fifteen years and may include renewal options. Drop yards include month-to-month leases, as well as leases with varying lease terms generally ranging from two to five years.

Options to renew or purchase the underlying assets are considered in the determination of the right-of-use asset and corresponding lease liability once reasonably certain of exercise.

- **Portfolio Approach** — The Company typically leases its revenue equipment under master lease agreements, which contain general terms, conditions, definitions, representations, warranties, and other general language, while the specific contract provisions are contained within the various individual lease schedules that fall under a master lease agreement. Each individual leased asset within a lease schedule is similar in nature (i.e., all tractors or all trailers) and has identical contract provisions to all of the other individual leased assets within the same lease schedule (such as the contract provisions discussed above). Management has elected to apply the portfolio approach to its revenue equipment leases, as accounting for its revenue equipment under the portfolio approach would not be materially different from separately accounting for each individual underlying asset as a lease. Each individual real estate and other lease is accounted for at the individual asset level.

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — CONTINUED**

- **Nonlease Components** — Management has elected to combine its nonlease components (such as fixed charges for common area maintenance, real estate taxes, utilities, and insurance) with lease components for each class of underlying asset, as applicable, as the nonlease components in the Company's lease contracts typically are not material. These nonlease components are usually present within the Company's real estate leases. The Company's assets are generally insured by umbrella policies, in which the premiums change from one policy period to the next, making them variable in nature. Accordingly, these insurance costs are excluded from the Company's calculation of right-of-use assets and corresponding lease liabilities.
- **Short-Term Lease Exemption** — Management has elected to apply the short-term lease exemption to all asset groups. Accordingly, leases with terms of twelve months or less are not capitalized and continue to be expensed on a straight-line basis over the term of the lease. This primarily affects the Company's drop yards and corresponding temporary structures on those drop yards. To a lesser extent, certain short-term leases for revenue equipment, technology, and other assets are affected.
- **Discount Rate** — The Company uses the rate implicit in the lease, when readily determinable, which is generally related to the Company's finance leases. Otherwise the Company's incremental borrowing rate is applied. The implicit interest rate is not readily determinable for the Company's operating leases. As such, management applies the Company's incremental borrowing rate, which is defined by GAAP as the rate of interest that the Company would have to pay to borrow on a collateralized basis over a similar term an amount equal to the lease payments in a similar economic environment. The Company's incremental borrowing rate is based on the results of an independent third-party valuation.
- **Residual Values** — The Company's finance leases for revenue equipment are typically structured with balloon payments at the end of the lease term equal to the residual value the Company is contracted to receive from certain equipment manufacturers upon sale or trade back to the manufacturers. If the Company does not receive proceeds of the contracted residual value from the manufacturer, the Company is still obligated to make the balloon payment at the end of the lease term.

In connection with certain revenue equipment operating leases, the Company issues residual value guarantees, which provide that if the Company does not purchase the leased equipment from the lessor at the end of the lease term, then the Company is liable to the lessor for an amount equal to the shortage (if any) between the proceeds from the sale of the equipment and an agreed value. To the extent management believes any manufacturer will refuse or be unable to meet its obligation, the Company recognizes additional rental expense to the extent the fair market value at the lease termination is expected to be less than the obligation to the lessor. Proceeds from the sale of equipment under the Company's operating leases generally exceed the payment obligation on substantially all operating leases. Although the Company typically owes certain amounts to its lessors at the end of its revenue equipment leases, the Company's equipment manufacturers have corresponding guarantees back to the Company as to the buyback value of the units.

See Note 16 for additional disclosures regarding the Company's leases.

***Fair Value Measurements*** — See Note 23 for accounting policies and financial information relating to fair value measurements.

***Contingencies*** — See Note 19 for accounting policies and financial information related to contingencies.

***Revenue Recognition*** — Management applies the five-step analysis to the Company's four reportable segments (Truckload, LTL, Logistics, and Intermodal).

- ***Step 1: Contract Identification*** — Management has identified that a legally enforceable contract with its customers is executed by both parties at the point of pickup at the shipper's location, as evidenced by the bill of lading. Although the Company may have master agreements with its customers, these master agreements only establish general terms. There is no financial obligation to the shipper until the load is tendered/accepted and the Company takes possession of the load.
- ***Step 2: Performance Obligations*** — The Company's only performance obligation is transportation services. The Company's delivery, accessorial, and dedicated operations truck capacity in its dedicated operations represent a bundle of services that are highly interdependent and have the same pattern of transfer to the customer.

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — CONTINUED**

These services are not capable of being distinct from one another. For example, the Company generally would not provide accessorial services or truck capacity without providing delivery services.

- Step 3: Transaction Price — Depending on the contract, the total transaction price may consist of mileage revenue, fuel surcharge revenue, accessorial fees, truck capacity, and/or non-cash consideration. Non-cash consideration is measured by the estimated fair value of the non-cash consideration at contract inception. There is no significant financing component in the transaction price, as the Company's customers generally pay within the contractual payment terms of 30 to 60 days.
- Step 4: Allocating Transaction Price to Performance Obligations — The transaction price is entirely allocated to the only performance obligation: transportation services.
- Step 5: Revenue Recognition — The performance obligation of providing transportation services is satisfied over time. Accordingly, revenue is recognized over time. Management estimates the amount of revenue in transit at period end based on the number of days completed of the dispatch (which is generally one to three days for the Truckload, LTL, and Logistics segments, but can be longer for intermodal operations). Management believes this to be a faithful depiction of the transfer of services because if a load is dispatched, but terminates mid-route and the load is picked up by another carrier, then that carrier would not need to re-perform the services for the days already traveled.

The Company outsources the transportation of loads to third-party carriers through its logistics operations. Management has determined that the Company is a principal in these arrangements, and therefore records revenue associated with these contracts on a gross basis. The Company has the primary responsibility to meet the customers' requirements. The Company invoices and collects from its customers and maintains discretion over pricing. Additionally, the Company is responsible for the selection of third-party transportation providers to the extent used to satisfy customer freight requirements.

Significant judgments involved in the Company's revenue recognition and corresponding accounts receivable balances include:

- Measuring in-transit revenue at period end (discussed above).
- Estimating the allowance for doubtful accounts. The Company establishes an allowance for doubtful accounts based on historical experience and any known trends or uncertainties related to customer billing and account collectability. Management reviews the adequacy of its allowance for doubtful accounts on a quarterly basis. Uncollectible accounts are written off when deemed uncollectible, and accounts receivable are presented net of an allowance for doubtful accounts.
- Contract Balances — In-transit revenue balances are included in "Contract balance – revenue in transit" in the consolidated balance sheets. The Company's contract liability balances are typically immaterial.
- Revenue Disaggregation — In considering the level at which the Company should disaggregate revenues pertaining to contracts with customers, management determined that there are no significant differences between segments in how the nature, amount, timing, and uncertainty of revenue or cash flows are affected by economic factors. Additionally, management considered how and where the Company has communicated information about revenue for various purposes, including disclosures outside of the financial statements and how information is regularly reviewed by the Company's chief operating decision makers for evaluating financial performance of the Company's segments, among others. Based on these considerations, management determined that revenues should be disaggregated by reportable segment.

The Company recognizes operating lease revenue from leasing tractors and related equipment to third parties, including independent contractors. Operating lease revenue from rental operations is recognized as earned, which is straight-lined per the rent schedules in the lease agreements. Losses from lease defaults are recognized as offsets to revenue.

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — CONTINUED**

**Stock-based Compensation** — The Company accounts for stock-based compensation expense in accordance with ASC 718, *Compensation – Stock Compensation*. ASC 718 requires that all share-based payments to employees and non-employee directors, including grants of employee stock options, be recognized in the financial statements based upon a grant-date fair value of an award. Equity awards settled in cash are remeasured at each reporting period and are recognized as a liability in the consolidated balance sheets during the vesting period until settlement.

- **Fair Value** — The fair value of performance units is estimated using the Monte Carlo Simulation valuation model. The fair value of stock options is estimated using the Black-Scholes option-valuation model. The fair value of restricted stock units is the closing stock price on the grant date.
- **Vesting** — The requisite service period is the specified vesting date in the grant agreement or the date that the employee becomes retirement-eligible, based on the terms of the grant agreement. The Company calculates the number of awards expected to vest as awards granted, less expected forfeitures over the life of the award (estimated at grant date). All awards require future service and thus forfeitures are estimated based on historical forfeitures and the remaining term until the related award vests. Performance-based awards vest contingent upon meeting certain performance criteria established by the Company's compensation committee.
- **Expense** — Awards that are only subject to time-vesting provisions are amortized using the straight-line method, by amortizing the grant-date fair value over the requisite service period of the entire award. Awards subject to time-based vesting and performance conditions are amortized using the individual vesting tranches. Unless a material deviation from the assumed forfeiture rate is observed during the term in which the awards are expensed, any adjustment necessary to reflect differences in actual experience is recognized in the period the award becomes payable or exercisable.

Determining the appropriate amount to expense in each period is based on the likelihood and timing of achievement of the stated targets for performance-based awards, and requires judgment, including forecasting future financial results and market performance. The estimates are revised periodically, based on the probability and timing of achieving the required performance targets, and adjustments are made as appropriate.

See Note 21 for additional information relating to the Company's stock-based compensation plan.

**Income Taxes** — Management accounts for income taxes under the asset and liability method. Accordingly, deferred tax assets and liabilities are recognized for the future tax consequences of events that have been included in the consolidated financial statements. Additionally, deferred tax assets and liabilities are determined based on the differences between the financial statement carrying amounts and respective tax bases of assets and liabilities (using enacted tax rates in effect for the year in which the differences are expected to reverse). The effect on deferred tax assets and liabilities of changes in tax rates is recognized in income in the period that includes the enactment date. Net deferred incomes taxes are classified as noncurrent in the consolidated balance sheets.

A valuation allowance is provided against deferred tax assets if the Company determines it is more likely than not that such assets will not ultimately be realized. In making such determinations, the Company considers all available positive and negative evidence, including scheduled reversals of deferred tax liabilities, projected future taxable income, tax planning strategies, and recent financial operations. To the extent management believes the likelihood of recovery is not sufficient, a valuation allowance is established for the amount determined not to be realizable. Management judgment is necessary in determining the frequency at which the need for a valuation allowance is assessed, the accounting period in which to establish the valuation allowance, as well as the amount of the valuation allowance.

Unrecognized tax benefits are defined as the difference between a tax position taken or expected to be taken in a tax return and the benefit recognized and measured pursuant to ASC 740, *Income Taxes*. The Company does not recognize a tax benefit for uncertain tax positions unless it concludes that it is more likely than not that the benefit will be sustained on audit (including resolutions of any related appeals or litigation processes) by the taxing authority, based solely on the technical merits of the associated tax position. If the recognition threshold is met, the Company recognizes a tax benefit measured at the largest amount of the tax benefit that, in management's judgment, is greater than 50 % likely to be realized. The Company records expected incurred interest and penalties related to unrecognized tax positions in "Income tax expense" in the consolidated statements of comprehensive

**Table of Contents Glossary of Terms**

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — CONTINUED**

income. To the extent interest and penalties are not assessed with respect to uncertain tax positions, amounts accrued will be reduced and reflected as a reduction of the overall income tax provision.

Significant management judgment is required in determining the provision for income taxes and in determining whether deferred tax assets will be realized in full or in part. Management periodically assesses the likelihood that all or some portion of deferred tax assets will be recovered from future taxable income. Management judgment is also required regarding a variety of other factors including the appropriateness of tax strategies. The Company utilizes certain income tax planning strategies to reduce its overall income taxes. It is possible that certain strategies might be disallowed, resulting in an increased liability for income taxes. Significant management judgments are involved in assessing the likelihood of sustaining the strategies and determining the likely range of defense and settlement costs, in the event that tax strategies are challenged by taxing authorities. An ultimate result worse than the Company's expectations could adversely affect its results of operations.

See Note 13 for additional disclosures regarding the Company's income taxes.

**Note 3 — Recently Issued Accounting Pronouncements**

Date Issued	Reference	Description	Expected Adoption Date and Method	Financial Statement Impact
December 2023	ASU No. 2023-09: Income Taxes (ASC 740) — <i>Improvements to Income Tax Disclosure</i>	The amendments in the ASU update disclosure requirements related to income taxes including disclosures related to the rate reconciliation, income taxes paid, and other items.	January 2025, Prospective adoption	Currently under evaluation, but not expected to be material
November 2023	ASU 2023-07: Segment Reporting (ASC 280) — <i>Improvements to Reportable Segment Disclosures</i>	The amendments in this ASU update reportable segment disclosure requirements by requiring that an entity disclose significant segment expenses, disclose other segment items by reportable segments, provide annual disclosures about a reportable segment's profit and loss, the title of the chief operating decision maker, and other items.	January 2024	Currently under evaluation, but not expected to be material
October 2023	ASU No. 2023-06: Disclosure Improvements <sup>1</sup>	The amendments in this ASU updated several topics of the ASC to incorporate changes required by guidance made effective by SEC Final Rule No. 33-10532. The SEC Final Rule incorporates existing or incremental requirements of Regulation S-X into the accounting standards codification.	October 2023, Prospective adoption	Presentation and disclosure impact only
August 2023	ASU No. 2023-05: Business Combinations — Joint Venture Formations (ASC 805-60), Recognition and Initial Measurement	Requires a joint venture to initially measure all contributions received upon its formation at fair value.	January 2025, Prospective adoption	Currently under evaluation, but not expected to be material
July 2023	ASU No. 2023-03: Presentation of Financial Statements (ASC 205), Income Statement—Reporting Comprehensive Income (ASC 220), Distinguishing Liabilities from Equity (ASC 480), Equity (ASC 505), and Compensation—Stock Compensation (ASC 718) <sup>1</sup>	The amendments in this ASU reflect alignment to Staff Accounting Bulletin No. 120 ("SAB 120") that was issued by the SEC in November 2021. SAB 120 provides guidance to entities issuing share-based awards shortly before announcing material, nonpublic information. The guidance indicates that entities should consider such material nonpublic information to adjust the observable market if the effect of the release of the material nonpublic information is expected to affect the share price and the share-based awards are non-routine in nature.	July 2023, Prospective adoption	No material impact
March 2023	ASU No. 2023-01: Leases (ASC 842), Common Control Arrangements <sup>2</sup>	The amendments in this ASU require that leasehold improvements associated with common control leases be amortized by the lessee over the useful life of the leasehold improvements and that leasehold improvements associated with common control leases be accounted for as a transfer between entities under common control through an adjustment to equity if the lessee no longer controls the use of the asset.	January 2024, Prospective or retrospective	Currently under evaluation, but not expected to be material



**Table of Contents Glossary of Terms**

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — CONTINUED**

Date Issued	Reference	Description	Expected Adoption Date and Method	Financial Statement Impact
June 2022	ASU No. 2022-03: Fair Value Measurements (ASC 820), <i>Fair Value Measurement of Equity Securities Subject to Contractual Sale Restrictions</i> <sup>2</sup>	The amendments in this ASU clarify that a contractual restriction on the sale of an equity security is not considered part of the unit of account of the equity security, and not considered in measuring fair value.	January 2024, Prospective	No material impact
March 2022	ASU No. 2022-02: Financial Instruments – Credit Losses (ASC 326), <i>Troubled Debt Restructurings and Vintage Disclosures</i> <sup>3</sup>	The amendments in this ASU require that a creditor incorporates troubled debt restructurings into the allowance for credit losses and disclose current-period gross write-offs by year of origination for financing receivables and net investments in leases.	January 2023, Prospective	No material impact
October 2021	ASU No. 2021-08: Business Combinations (ASC 805), <i>Accounting for Contract Assets and Contract Liabilities from Contracts with Customers</i>	The amendments in this ASU require that the acquirer recognize and measure contract assets and contract liabilities in a business combination in accordance with ASC 606 as if the acquirer had originated the contracts. The amendments in this ASU are applied prospectively to business combinations occurring on or after the effective date of the amendments.	January 2023, Prospective	No material impact

1 Adopted during the third quarter of 2023.

2 Adopted during the first quarter of 2024.

3 Adopted during the first quarter of 2023.

Since management is continuing to evaluate the impacts of several of the above standards, disclosures around these preliminary assessments are subject to change.

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — CONTINUED**

---

**Note 4 — Acquisitions**

On July 1, 2023, the Company acquired Chattanooga, Tennessee-based U.S. Xpress Enterprises, Inc. ("U.S. Xpress"), one of the largest asset-based truckload carriers in the United States. The acquisition was completed through a Knight-Swift subsidiary formed to hold the U.S. Xpress business post-closing ("HoldCo") with Max Fuller, former Executive Chairman of U.S. Xpress, Eric Fuller, former CEO of U.S. Xpress, and their related entities and trusts (collectively, the "Rollover Holders"), rolling over a portion of their shares of U.S. Xpress into HoldCo for approximately 10% interest in HoldCo.

The total purchase price consideration of \$ 630.0 million consisted of \$ 454.4 million in cash, including approximately \$ 139.8 million in debt payoffs, and \$ 1.5 million in assumed equity related to the revaluation of equity awards. The purchase price also included contingent consideration valued at \$ 174.1 million, consisting of two classes of membership interests in HoldCo. The Class A membership interests will be subject to put and call rights at a defined fair market value measure in favor of the Rollover Holders and the Company, respectively, and will be purchased by the Company at that defined fair market value measure if outstanding at the fifth anniversary of the acquisition date. In order for the put right to become exercisable, it is subject to a \$ 175 million minimum adjusted operating income threshold for U.S. Xpress. In addition, the Company will have a call right, exercisable only within the first 15 months after closing, at an exercise price of approximately \$ 140 million. The Class B membership interests will be repurchased by the Company for \$ 40 million if U.S. Xpress achieves \$ 250 million in adjusted operating income for a trailing annual period at or prior to the fifth anniversary of closing. If such threshold is not met, the Class B interests will be forfeited for no value.

As of December 31, 2023, the \$ 134.1 million in mandatorily redeemable Class A membership interests is included in "Accrued liabilities" in the Company's condensed consolidated balance sheets and the \$ 40.0 million in mandatory purchase of Class B membership interest is included in "Other long-term liabilities" in the Company's condensed consolidated balance sheets, depending on the terms.

Cash was funded from the 2023 Term Loan, as well as existing Knight-Swift liquidity. The purchase of the equity interests of U.S. Xpress results in the historical tax basis of U.S. Xpress' assets continuing to be recovered and any intangible assets arising through purchase accounting will result in additional stock basis for tax purposes. Deferred taxes were established as of the opening balance sheet for purchase accounting fair value adjustments (other than for goodwill). The merger agreement contained customary representations, warranties, and covenants for a transaction of this nature.

During 2023, the Company's consolidated operating results included U.S. Xpress' total revenue of \$ 916.2 million and a net loss of \$ 11.7 million. U.S. Xpress' net loss during 2023 included \$ 4.6 million related to the amortization of intangible assets acquired in the U.S. Xpress Acquisition.

The goodwill recognized represents expected synergies from combining the operations of U.S. Xpress with the Company, including enhanced service offerings, as well as other intangible assets that did not meet the criteria for separate recognition. The goodwill is not expected to be deductible for tax purposes.

See Note 15 for more information about the Company's credit facilities and the 2023 Term Loan.

**Table of Contents Glossary of Terms**

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — CONTINUED**

**Purchase Price Allocation**

The purchase price allocation for U.S. Xpress is preliminary and has been allocated based on estimated fair values of the assets acquired and liabilities assumed at the acquisition date. As the Company obtains more information, the preliminary purchase price allocation disclosed below is subject to change. Any future adjustments to the preliminary purchase price allocation, including changes within identifiable intangible assets or estimation uncertainty impacted by market conditions, may impact future net earnings. The purchase price allocation adjustments can be made through the end of the measurement period, which is not to exceed one year from the acquisition date.

	July 1, 2023 Opening Balance Sheet as Reported at December 31, 2023
<b>Fair value of the consideration transferred</b>	\$ 632,109
Cash and cash equivalents	3,321
Receivables	216,659
Prepaid expenses	21,347
Other current assets	47,317
Property and equipment	433,210
Operating lease right-of-use assets	337,055
Identifiable intangible assets <sup>1</sup>	348,000
Other noncurrent assets	28,457
<b>Total assets</b>	1,435,366
Accounts payable <sup>2</sup>	( 115,494 )
Accrued payroll and payroll-related expenses	( 27,485 )
Accrued liabilities	( 19,966 )
Claims accruals – current and noncurrent portions	( 180,251 )
Operating lease liabilities – current and noncurrent portions	( 376,763 )
Long-term debt and finance leases – current and noncurrent portions	( 337,949 )
Deferred tax liabilities <sup>2</sup>	( 33,072 )
Other long-term liabilities	( 34,230 )
<b>Total liabilities</b>	( 1,125,210 )
Noncontrolling interest	( 391 )
<b>Total stockholders' equity</b>	( 391 )
<b>Goodwill<sup>2</sup></b>	<b>\$ 322,344</b>

1 Includes \$ 184.5 million in customer relationships and \$ 163.5 million in trade names.

2 The Company adjusted accounts payable by \$ 13.3 million due to the identification of liabilities which existed prior to the acquisition. This adjustment resulted in a \$ 8.8 million change in deferred tax liabilities and a \$ 4.5 million change in goodwill. No material effects on the statement of comprehensive income were identified with these adjustments .

Pro Forma Information — The following unaudited pro forma information combines the historical operations of the Company and U.S. Xpress giving effect to the U.S. Xpress Acquisition, and related transactions as if consummated on January 1, 2022, the beginning of the comparative period presented.

	December 31,	
	2023	2022
Total revenue	\$ 8,097,050	\$ 9,589,752
Net income attributable to Knight-Swift	144,340	728,827
Earnings per share – diluted	0.89	4.47

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — CONTINUED**

The unaudited pro forma condensed combined financial information has been presented for comparative purposes only and includes certain adjustments such as recognition of assets acquired at estimated fair values and related depreciation and amortization, elimination of transaction costs incurred by Knight-Swift and U.S. Xpress during the periods presented that were directly related to the U.S. Xpress Acquisition, and related income tax effects of these items. As a result of the U.S. Xpress Acquisition, both Knight-Swift and U.S. Xpress incurred certain acquisition-related expenses, including professional legal and advisory fees, acceleration of share-based compensation, bonus incentives, severance payments, filing fees and other miscellaneous expenses. These acquisition-related expenses totaled \$ 33.0 million during 2023. These expenses were eliminated in the presentation of the unaudited pro forma "Net income attributable to Knight-Swift" presented above.

The unaudited pro forma condensed combined financial information does not purport to represent the actual results of operations that Knight-Swift and U.S. Xpress would have achieved had the companies been combined during the periods presented in the unaudited pro forma condensed combined financial statements and is not intended to project the future results of operations that the combined company may achieve after the identified transactions. The unaudited pro forma condensed combined financial information does not reflect any cost savings that may be realized as a result of the U.S. Xpress Acquisition and also does not reflect any restructuring or integration-related costs to achieve those potential cost savings.

The Company did not complete any other material acquisitions during 2023 and 2022.

---

**Note 5 — Investments**

The following table presents the cost or amortized cost, gross unrealized gains and temporary losses, and estimated fair value of the Company's restricted investments:

	December 31, 2023			
	Gross Unrealized			
	Cost or Amortized Cost	Gains	Temporary Losses	Estimated Fair Value
(In thousands)				
US corporate securities	\$ 530	\$ —	\$ (1)	\$ 529
Restricted investments, held-to-maturity	<u>\$ 530</u>	<u>\$ —</u>	<u>\$ (1)</u>	<u>\$ 529</u>

	December 31, 2022			
	Gross Unrealized			
	Cost or Amortized Cost	Gains	Temporary Losses	Estimated Fair Value
(In thousands)				
US corporate securities	\$ 5,978	\$ —	\$ (44)	\$ 5,934
Government bonds	1,197	—	(1)	1,196
Restricted investments, held-to-maturity	<u>\$ 7,175</u>	<u>\$ —</u>	<u>\$ (45)</u>	<u>\$ 7,130</u>

As of December 31, 2023, the contractual maturities of the restricted investments were one year or less. There were one and fourteen securities that were in an unrealized loss position, all for less than twelve months as of December 31, 2023 and 2022, respectively. The Company did not recognize any impairment losses related to restricted investments during 2023, 2022, or 2021.

Refer to Note 2 for the related accounting policy and Note 23 for additional information regarding fair value measurements of restricted investments.

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — CONTINUED**

**Note 6 — Equity Investments**

**Transportation Resource Partners**

Since 2003, the Company has entered into partnership agreements with entities that make privately-negotiated equity investments, including TRP Capital Partners, LP ("TRP IV"), TRP Capital Partners V, LP ("TRP V"), TRP CoInvest Partners, (QLS) I, LP ("TRP IV CoInvestment QLS"), TRP CoInvest Partners, FFR I, LP ("TRP IV CoInvestment FFR"), and TRP CoInvest Partners V (PW) I, LP ("TRP V CoInvest"), and TRP Capital Partners VI, LP ("TRP VI"). In these agreements, the Company committed to invest in return for an ownership percentage.

The following table presents ownership and commitment information for the Company's investments in TRP partnerships:

	December 31, 2023					
	Knight-Swift's Ownership Interest <sup>1</sup>	Total Commitment (All Partners)		Knight-Swift's Contracted Commitment	Knight-Swift's Remaining Commitment	
	(Dollars in thousands)					
TRP IV – equity investment <sup>3 4</sup>	4.2 %	\$ 116,065	\$ 4,900	\$ 609		
TRP IV CoInvestment QLS – equity method investment <sup>2 5</sup>	— %	\$ 39,000	\$ 9,735	\$ —		
TRP IV CoInvestment FFR – equity method investment <sup>2 5</sup>	— %	\$ 66,555	\$ 4,950	\$ —		
TRP V - equity method investment <sup>2 6</sup>	16.6 %	\$ 180,700	\$ 30,000	\$ 8,275		
TRP V CoInvest - equity method investment <sup>2</sup>	13.3 %	\$ 30,000	\$ 4,000	\$ —		
TRP VI - equity method investment <sup>2 7 8</sup>	24.5 %	\$ 163,110	\$ 40,000	\$ 40,000		

- 1 The Company's share of the results is included within "Other (expenses) income, net" in the consolidated statements of comprehensive income.
- 2 The TRP IV CoInvestments, TRP V, TRP V CoInvest, and TRP VI are unconsolidated majority interests. Management considered the criteria set forth in ASC 323, *Investments – Equity Method and Joint Ventures*, to establish the appropriate accounting treatment for these investments. This guidance requires the use of the equity method for recording investments in limited partnerships where the "so minor" interest is not met. As such, the investments are being accounted for under the equity method. Knight's ownership interest reflects its ultimate ownership of the portfolio companies underlying the TRP IV CoInvestment QLS, TRP IV CoInvestment FFR, TRP V, TRP V CoInvest, and TRP VI legal entities.
- 3 In accordance with ASC 321, *Investments – Equity Securities*, these investments are recorded at cost minus impairment.
- 4 Management anticipates that the following amounts will be due: \$ 0.6 million in 2024 and none thereafter.
- 5 TRP IV CoInvestment QLS and TRP IV CoInvestment FFR were liquidated during 2023.
- 6 Management anticipates that the following amounts will be due: \$ 4.0 million in 2024, \$ 2.0 million from 2025 through 2026, \$ 1.0 million from 2027 through 2028, and \$ 1.3 million thereafter.
- 7 The Company entered into the agreement in 2023.
- 8 Management anticipates that the following amounts will be due: \$ 8.3 million in 2024, \$ 15.1 million from 2025 through 2026, \$ 10.6 million from 2027 through 2028, and \$ 6.0 million thereafter.

**Embark**

During the second quarter of 2021, the Company invested \$ 25.0 million in Embark in exchange for a convertible note. The terms of the agreement provided that the amount outstanding on the convertible note would be automatically converted into a number of shares of Embark's common stock upon either the closing of a qualified financing or upon a public event, subject to discounted conversion pricing per share based on a valuation of Embark.

In November 2021, Embark and Northern Genesis Acquisition Corp II, a publicly-traded special purpose acquisition company, completed a business combination agreement entered into on June 22, 2021, resulting in Embark becoming a publicly-traded company. In association with this transaction, the Company's convertible note automatically converted into a number of shares of Embark's common stock as outlined above. Further, the Company acquired an additional \$ 25.0 million in Embark's common stock pursuant to a common stock subscription agreement between the Company and Embark. As of December 31, 2022, the fair value of the combined investment in Embark was \$ 1.0 million. This resulted in a net unrealized loss of \$ 53.4 million recognized during 2022, within "Operating income, net" in the consolidated statements of comprehensive income. During 2023, Embark was acquired in an all-cash transaction with former shareholders receiving the proceeds. This resulted in a

**Table of Contents Glossary of Terms**

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — CONTINUED**

net realized loss of \$ 0.1 million for 2023 and a full liquidation of the Embark investment.

***Other Equity Method Investments***

On October 1, 2020, the Company used approximately \$ 39.6 million in cash to purchase 21.0 % of the equity interests of a transportation-related company ("Holdings Co."), complementary to its suite of services. Based on Holdings Co.'s board of directors and the Company's minority rights, the Company has concluded that its investment allows it to exercise significant influence over the operational and financial decisions of Holdings Co. and therefore has recorded the transaction as an equity method investment.

The carrying amount of the Company's initial investment in Holdings Co. was approximately \$ 36.6 million in excess of the Company's initial underlying equity interest in the net assets in Holdings Co. This basis difference represents the Company's proportionate share of the fair value of Holdings Co.'s net tangible assets and its identified intangible assets, with the remaining excess recognized as equity method goodwill. The Company's proportionate share of certain identified definite-lived intangibles are amortized over their estimated useful lives and accreted against the earnings recognized from the Company's interest in Holdings Co.

During the fourth quarter of 2021, the Company invested \$ 10.0 million in a third-party company in exchange for a convertible note. The convertible note accrued simple interest on the unpaid principal balance at a rate of 12.0 % until converted into shares of the third-party company's common stock. On August 22, 2023, the amount outstanding on the convertible note converted into shares of the third-party company's common stock.

***Net Investment Balances***

Net investment balances included in "Other long-term assets" in the consolidated balance sheets were as follows:

	December 31,	
	2023	2022
	(in thousands)	(in thousands)
TRP IV Coinvestment QLS – equity method investment	321	12,881
TRP IV Coinvestment FFR – equity method investment	232	8,334
TRP V – equity method investment	25,776	20,699
TRP V Coinvest – equity method investment	6,922	5,228
Embark – equity investment	—	1,032
Other equity method investments – equity method investment <sup>1</sup>	69,001	56,375
<b>Total carrying value</b>	<b>\$ 102,252</b>	<b>\$ 104,549</b>

<sup>1</sup> In accordance with ASC 323, *Investments – Equity Method and Joint Ventures*, the net investment balance includes accretion of amortization of certain definite-lived intangibles.

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — CONTINUED**

---

**Note 7 — Trade Receivables, net**

Trade receivables, net balances were comprised of the following:

	December 31,	
	2023	2022
	(In thousands)	
Trade customers	\$ 807,458	\$ 731,546
Equipment manufacturers	24,903	15,783
Insurance premiums	33,000	61,696
Other	62,700	56,249
Trade receivables	928,061	865,274
Less: Allowance for doubtful accounts	( 39,458 )	( 22,980 )
Trade receivables, net	<u>\$ 888,603</u>	<u>\$ 842,294</u>

The following is a rollforward of the allowance for doubtful accounts for trade receivables:

	2023	2022	2021
	(In thousands)		
Beginning balance	\$ 22,980	\$ 21,663	\$ 22,093
Provision	19,116	13,078	10,900
Write-offs directly against the reserve	( 2,431 )	( 994 )	( 776 )
Write-offs for revenue adjustments	( 1,520 )	( 11,517 )	( 11,504 )
Other <sup>1</sup>	1,313	750	950
Ending balance	<u>\$ 39,458</u>	<u>\$ 22,980</u>	<u>\$ 21,663</u>

1 Represents allowance for doubtful trade accounts receivable assumed in 2023 from the Company's acquisitions. Represents measurement period adjustment during 2022 related to the MME acquisition and allowance for doubtful trade accounts receivables assumed in 2021 from the Company's acquisitions. See Note 4 for further details regarding these acquisitions.

See Note 14 for a discussion of the Company's accounts receivable securitization program and the related accounting treatment.

---

**Note 8 — Notes Receivable, net**

The Company provides financing to independent contractors and other third parties on equipment sold or leased. Most of the notes are collateralized and are due in weekly installments, including principal and interest payments, ranging from 5.0 % to 21.2 %. Notes receivable are included in "Other current assets" and "Other long-term assets" in the consolidated balance sheets and were comprised of:

	December 31,	
	2023	2022
	(In thousands)	
Notes receivable from independent contractors	\$ 5,681	\$ 5,050
Convertible note receivable from third party	—	11,341
Notes receivable from other third parties	7,309	275
Gross notes receivable	12,990	16,666
Allowance for doubtful notes receivable	( 4,276 )	( 5,015 )
Total notes receivable, net of allowance	<u>\$ 8,714</u>	<u>\$ 11,651</u>
Current portion, net of allowance	—	8,122
Long-term portion	<u>\$ 8,714</u>	<u>\$ 3,529</u>

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — CONTINUED**

**Note 9 — Assets Held for Sale**

The Company expects to sell its assets held for sale within the next twelve months. Revenue equipment held for sale totaled \$ 83.4 million and \$ 40.6 million as of December 31, 2023 and 2022, respectively. Net gains on disposals, including disposals of property and equipment classified as assets held for sale, reported in "Miscellaneous operating expenses" in the consolidated statements of comprehensive income were \$ 64.7 million during 2023, \$ 92.9 million during 2022, and \$ 74.8 million during 2021.

During 2023, the Company incurred impairment losses of \$ 0.5 million primarily related to certain tractors and trailers as a result of a softer used equipment market. During 2022, the Company did not recognize impairment losses related to assets held for sale. During 2021, the Company incurred impairment losses of \$ 0.3 million primarily related to certain tractors and trailers as a result of a softer used equipment market.

**Note 10 — Goodwill and Other Intangible Assets**

**Goodwill**

The changes in the carrying amounts of goodwill were as follows:

	2023	2022	2021
	(In thousands)		
Goodwill balance at beginning of period	\$ 3,519,339	\$ 3,515,135	\$ 2,922,964
Adjustments relating to deferred tax assets	—	—	( 9 )
Acquisition and measurement period adjustments <sup>1</sup>	329,459	4,204	592,180
Goodwill balance at end of period	<u><u>\$ 3,848,798</u></u>	<u><u>\$ 3,519,339</u></u>	<u><u>\$ 3,515,135</u></u>

1 The goodwill associated with the U.S. Xpress Acquisition was allocated to the Truckload and Logistics segments. The goodwill associated with the ACT and MME acquisitions was allocated to the LTL segment. The goodwill associated with the UTXL acquisition was allocated to the Logistics segment. The goodwill associated with the Eleos and other acquisitions were allocated to the All Other Segments. See Note 4 regarding the amount attributed to adjustments to the opening balance sheets.

The following presents the components of goodwill by reportable segment as of December 31, 2023 and 2022:

	December 31,	
	2023	2022
	Net Carrying Amount <sup>1</sup>	Net Carrying Amount <sup>1</sup>
(In thousands)		
Truckload	\$ 2,929,116	\$ 2,658,086
LTL	548,322	548,322
Logistics	106,140	54,827
Intermodal	175,594	175,594
All Other	89,626	82,510
Goodwill	<u><u>\$ 3,848,798</u></u>	<u><u>\$ 3,519,339</u></u>

1 Except for the net accumulated amortization related to deferred tax assets in the Truckload segment, the net carrying amount and gross carrying amount are equal since there are no accumulated impairment losses.

There were no impairments identified during annual goodwill impairment testing in 2023, 2022, or 2021.

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — CONTINUED**

**Other Intangible Assets**

Other intangible asset balances were as follows:

	December 31,	
	2023	2022
	(In thousands)	
<b>Definite-lived intangible assets:<sup>1</sup></b>		
Gross carrying amount	\$ 1,426,592	\$ 1,237,993
Accumulated amortization	( 336,120 )	( 265,982 )
Definite-lived intangible assets, net	1,090,472	972,011
<b>Indefinite-lived trade names:</b>		
Gross carrying amount	968,410	804,558
Intangible assets, net	\$ 2,058,882	\$ 1,776,569

1 The Company's definite-lived intangible assets include customer relationships which have a gross carrying amount of \$ 1.4 billion and \$ 1.2 billion as of December 31, 2023 and 2022, respectively. Other categories of the Company's definite-lived intangible assets include non-compete agreements, internally-developed software, trade names, and others. Identifiable intangible assets subject to amortization have been recorded at fair value. Intangible assets related to acquisitions other than the 2017 Merger are amortized over a weighted-average amortization period of 19.3 years. The Company's customer relationship intangible assets related to the 2017 Merger are being amortized over a weighted average amortization period of 19.9 years.

The following table presents amortization of intangible assets related to the 2017 Merger and various acquisitions:

	2023		2022
	(In thousands)		
Amortization of intangible assets related to the 2017 Merger	\$ 41,375	\$ 41,375	\$ 41,375
Amortization related to other intangible assets	28,763	23,468	13,924
Amortization of intangibles	<u>\$ 70,138</u>	<u>\$ 64,843</u>	<u>\$ 55,299</u>

As of December 31, 2023, management anticipates that the composition and amount of amortization associated with intangible assets will be \$ 74.2 million for 2024, \$ 74.1 million for 2025, \$ 72.7 million for 2026, \$ 71.5 million for 2027, and \$ 70.3 million for 2028. Actual amounts of amortization expense may differ from estimated amounts due to additional intangible asset acquisitions, impairment of intangible assets, accelerated amortization of intangible assets, and other events.

See Note 2 for accounting policies regarding goodwill and other intangible assets.

**Note 11 — Accrued Payroll and Purchased Transportation and Accrued Liabilities**

The following table presents the composition of accrued payroll and purchased transportation:

	December 31,	
	2023	2022
	(In thousands)	
Accrued payroll <sup>1</sup>	\$ 157,310	\$ 123,719
Accrued purchased transportation	7,574	47,662
Accrued payroll and purchased transportation	<u>\$ 164,884</u>	<u>\$ 171,381</u>

1 Accrued payroll includes accruals related to the various 401(k) plans the Company offers to its employees. Depending on the plan, employees must meet the minimum age requirement ( 18 – 21 years) and have completed ninety days or one year of service with the Company in order to qualify. Employees' rights to employer contributions are fully vested after three or five years from their date of employment. The plans offer discretionary matching contributions of the greater of 100% up to 3.0 % of an employee's eligible compensation or \$ 2,000 .

The Company's employee benefits expense for matching contributions related to the 401(k) plans was approximately \$ 31.3 million, \$ 29.6 million, and \$ 16.2 million in 2023, 2022, and 2021, respectively. This expense was included in "Salaries, wages, and benefits" in the consolidated statements of comprehensive income. As of December 31, 2023 and 2022, the

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — CONTINUED**

balance above in accrued payroll included \$ 36.2 million and \$ 21.3 million, respectively, in matching contributions for the 401(k) plans.

The following table presents the composition of accrued liabilities:

	December 31,	
	2023	2022
	(In thousands)	
Mandatorily redeemable contingent consideration	\$ 134,107	\$ —
Other	86,243	81,528
Accrued liabilities	<u>\$ 220,350</u>	<u>\$ 81,528</u>

**Note 12 — Claims Accruals**

Claims accruals represent the uninsured portion of outstanding claims at year-end. The current portion reflects the amount of claims expected to be paid in the following year. The Company's insurance programs for workers' compensation, auto and collision liability, physical damage, third-party carrier and independent contractor claims, cargo damage, and medical involves self-insurance with varying risk retention levels.

Claims accruals were comprised of the following:

	December 31,	
	2023	2022
	(In thousands)	
Auto reserves	\$ 413,662	\$ 266,734
Workers' compensation reserves	95,164	76,154
Third-party carrier claims reserves	244,613	134,116
Independent contractor claims reserves	6,783	6,137
Cargo damage reserves	7,238	7,231
Employee medical and other reserves	28,216	23,288
Claims accruals	795,676	513,660
Less: current portion of claims accruals	( 480,200 )	( 311,822 )
Claims accruals, less current portion	<u>\$ 315,476</u>	<u>\$ 201,838</u>

**Self Insurance**

Automobile Liability, General Liability, and Excess Liability — Effective November 1, 2023 the Company has \$ 75.0 million in excess auto liability ("AL") coverage subject to aggregate limits as well as AL claims subject to a \$ 15.0 million self-insured retention ("SIR") per occurrence in addition to certain specific deductibles within the excess coverage above the \$ 15.0 million SIR. For 2019 through 2023 the Company maintained varying excess AL coverage ranging from \$ 100.0 million to \$ 130.0 million with AL claims subject to SIR per occurrence ranging from \$ 2.0 million to \$ 10.0 million, including aggregate deductibles, depending upon the respective subsidiary.

Workers' Compensation and Employers' Liability — The Company is self-insured for workers' compensation coverage. The Company, and its various subsidiaries maintain statutory coverage limits, subject to SIR for each accident and disease ranging from \$ 2.0 million to \$ 5.0 million depending upon the respective subsidiary.

Cargo Damage and Loss — The Company is insured against cargo damage and loss with liability limits of \$ 2.0 million per truck or trailer with a \$ 15.0 million limit per occurrence.

Medical — The Company and its various subsidiaries maintain primary and excess coverage for employee medical expenses, with SIR per claimant ranging from \$ 0.4 million to \$ 1.0 million depending upon the respective subsidiary.

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — CONTINUED**

**Third-party Carrier Insurance**

In 2020, the Company assumed premiums under a reinsurance agreement covering auto liability, including non-trucking auto liability, cargo and general liability coverages for individual members of an independent carrier safety association. The per occurrence limits assumed were \$ 1.0 million per occurrence for auto liability claims, \$ 1.0 million per occurrence for general liability claims, and \$ 0.3 million per occurrence for cargo liability claims.

Starting August 2022, the Company began assuming premiums under a reinsurance agreement covering automotive and physical damage with limits of \$ 1.0 million per occurrence.

Based on recent results, including the continued unfavorable development of insurance reserves, the Company decided to initiate exiting this business during the fourth quarter of 2023 and expects to cease all third-party insurance operations and cancel any remaining policies by the end of the first quarter of 2024. We do not expect this business to have a material impact to our results in 2024.

**Commutation Agreement**

On February 14, 2024, the Company entered into a commutation agreement with the insurer under third-party reinsurance agreement covering auto liability which effectively transfers the auto liability losses to the insurer for policy periods from October 1, 2020 through March 31, 2023.

See Note 2 for accounting policy regarding the Company's claims accruals.

---

**Note 13 — Income Taxes**

The following table presents the Company's income tax expense:

	2023	2022	2021
	(In thousands)		
<b>Current expense:</b>			
Federal	\$ 15,726	\$ 174,277	\$ 140,258
State	16,423	39,687	42,319
Foreign	12,135	4,277	8,382
	<hr/> 44,284	<hr/> 218,241	<hr/> 190,959
<b>Deferred expense (benefit):</b>			
Federal	17,353	25,850	48,874
State	( 2,397 )	1,432	( 10,369 )
Foreign	( 4,472 )	3,865	1,423
	<hr/> 10,484	<hr/> 31,147	<hr/> 39,928
Income tax expense	<hr/> \$ 54,768	<hr/> \$ 249,388	<hr/> \$ 230,887

**Rate Reconciliation** — Expected tax expense is computed by applying the US federal corporate income tax rate of 21.0 % to earnings before income taxes for 2023, 2022, and 2021. Actual tax expense differs from expected tax expense as follows:

	2023	2022	2021
	(In thousands)		
<b>Computed "expected" tax expense</b>			
Computed "expected" tax expense	\$ 56,761	\$ 214,306	\$ 204,673
<b>Increase (decrease) in income taxes resulting from:</b>			
State income taxes, net of federal income tax benefit	10,578	32,786	23,063
Release of Valuation Allowance	( 14,604 )	—	—
Other	2,033	2,296	3,151
Income tax expense	<hr/> \$ 54,768	<hr/> \$ 249,388	<hr/> \$ 230,887

**Table of Contents Glossary of Terms**

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — CONTINUED**

**Deferred Income Taxes** — The components of the net deferred tax asset (liability) included in "Deferred tax liabilities" in the consolidated balance sheets were:

	December 31,	
	2023	2022
	(In thousands)	
<b>Deferred tax assets:</b>		
Accrued liabilities	\$ 12,282	\$ 4,112
Allowance for doubtful accounts	\$ 16,733	\$ 6,911
Claims accrual	127,850	85,573
Capital loss carryforward	6,518	—
Deferred revenue	5,358	6,366
Interest expense limitation carryforwards	18,530	—
Lease reserve	7,900	494
Net operating loss and credit carryforwards	54,173	2,357
Stock amortization	8,947	8,840
Operating Lease liabilities	120,782	45,089
Research and development	7,717	5,421
Vacation accrual	6,430	4,410
Unrealized gain/loss on investment	—	11,815
Other	6,310	4,361
Total deferred tax assets	399,530	185,749
Valuation allowance	( 10,435 )	—
Total deferred tax assets, net	389,095	185,749
<b>Deferred tax liabilities:</b>		
Intangible assets	( 430,948 )	( 342,559 )
Property and equipment, principally due to differences in depreciation	( 766,053 )	( 677,010 )
Prepaid taxes, licenses, and permits deducted for tax purposes	( 19,936 )	( 17,081 )
Operating lease right-of-use assets	( 118,152 )	( 45,083 )
Foreign accruals	( 3,760 )	( 8,616 )
Other	( 1,995 )	( 3,293 )
Total deferred tax liabilities	( 1,340,844 )	( 1,093,642 )
Deferred income taxes	\$ ( 951,749 )	\$ ( 907,893 )

**Valuation Allowance** — Valuation allowances are provided if, based upon the weight of available evidence, it is more likely than not that some or all of the deferred tax assets will not be realized. U.S. Xpress Inc. initially had a valuation allowance of \$ 25.0 million not considering Knight-Swift entities. During 2023, \$ 14.6 million of that valuation allowance was released due to the Company's ability to utilize certain tax attributes in future periods. The remaining \$ 10.4 million is maintained to offset the tax benefit of capital loss and certain state operating loss carryforward.

	2023	2022	2021
	(In thousands)		
Valuation allowance at beginning of year	\$ —	\$ —	\$ —
Additions charged to provision for income taxes	35	—	—
Charges to other accounts	25,039	—	—
Reductions, deferred tax assets realized or written-off	( 14,639 )	—	—
Valuation allowance at end of year	<u><u>\$ 10,435</u></u>	<u><u>\$ —</u></u>	<u><u>\$ —</u></u>

**Cumulative Undistributed Foreign Earnings** — As of December 31, 2023, foreign withholding taxes have not been provided on approximately \$ 148.8 million of cumulative undistributed earnings of foreign subsidiaries. The earnings are considered to be permanently reinvested outside the US. As such, the Company is not required to provide withholding taxes on these earnings until they are repatriated in the form of dividends or otherwise.

**Table of Contents Glossary of Terms**

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — CONTINUED**

**Unrecognized Tax Benefits** — The Company's unrecognized tax benefits as of December 31, 2023 would favorably impact the Company's effective tax rate if subsequently recognized.

See Note 2 for accounting policy related to the Company's income taxes.

A reconciliation of the beginning and ending amounts of unrecognized tax benefits for 2023, 2022, and 2021 is below:

	2023	2022	2021
	(In thousands)		
Unrecognized tax benefits at beginning of year	\$ 1,735	\$ 1,735	\$ 2,950
Increases for tax positions taken in the current year	1,677	—	—
Decreases for tax positions taken prior to beginning of year	( 1,080 )	—	—
Lapse of statute of limitations	( 655 )		( 1,215 )
Unrecognized tax benefits at end of year	<u>\$ 1,677</u>	<u>\$ 1,735</u>	<u>\$ 1,735</u>

Due to the acquisition of U.S. Xpress Inc., the Company had an increase in unrecognized tax benefits associated with tax credit carryforwards. Decreases for tax positions are related to the conclusion of the IRS' audit of a subsidiary's previously filed amended returns and the lapse of statute of limitations. Management does not expect a decrease in unrecognized tax benefits during the next twelve months.

**Interest and Penalties** — As of December 31, 2023, there were no accrued interest and penalties. As of December 31, 2022, accrued interest and penalties were \$ 0.2 million.

**Tax Examinations** — Certain of the Company's subsidiaries are currently under examination by federal and state jurisdictions for tax years ranging from 2009 to 2021. At the completion of these examinations, management does not expect any adjustments that would have a material impact on the Company's effective tax rate. Years subsequent to 2018 remain subject to examination.

---

**Note 14 — Accounts Receivable Securitization**

On October 23, 2023, the Company entered into the 2023 RSA, which further amended the 2022 RSA. The 2023 RSA is a secured borrowing that is collateralized by the Company's eligible receivables, for which the Company is the servicing agent. The Company's receivable originator subsidiaries sell, on a revolving basis, undivided interests in all of their eligible accounts receivable to Swift Receivables Company II, LLC ("SRCII") who in turn sells a variable percentage ownership in those receivables to the various purchasers. The Company's eligible receivables are included in "Trade receivables, net of allowance for doubtful accounts" in the consolidated balance sheets. As of December 31, 2023, the Company's eligible receivables generally have high credit quality, as determined by the obligor's corporate credit rating.

The 2023 RSA is subject to fees, various affirmative and negative covenants, representations and warranties, and default and termination provisions customary for facilities of this type. The Company was in compliance with these covenants as of December 31, 2023. Collections on the underlying receivables by the Company are held for the benefit of SRCII and the various purchasers and are unavailable to satisfy claims of the Company and its subsidiaries.

**Table of Contents Glossary of Terms**

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — CONTINUED**

The following table summarizes the key terms of the 2023 RSA and 2022 RSA (dollars in thousands):

	2023 RSA	2022 RSA
	(Dollars in thousands)	
Effective date	October 23, 2023	October 3, 2022
Final maturity date	October 1, 2025	October 1, 2025
Borrowing capacity	\$ 575,000	\$ 475,000
Accordion option <sup>1</sup>	\$ 100,000	\$ 100,000
Unused commitment fee rate <sup>2</sup>	20 to 40 basis points	20 to 40 basis points
Program fees on outstanding balances <sup>3</sup>	one month SOFR + credit adjustment spread 10 basis points + 82.5 basis points	one month SOFR + credit adjustment spread 10 basis points + 82.5 basis points

1 The accordion option increases the maximum borrowing capacity, subject to participation by the purchasers.

2 The commitment fee rates are based on the percentage of the maximum borrowing capacity utilized.

3 As identified within the 2023 RSA and the 2022 RSA, the lender can trigger an amendment by identifying and deciding upon a replacement index for SOFR.

Availability under the 2023 RSA and the 2022 RSA is calculated as follows:

	December 31,	
	2023	2022
	(In thousands)	
Borrowing base, based on eligible receivables	\$ 527,600	\$ 456,400
Less: outstanding borrowings <sup>1</sup>	( 527,000 )	( 419,000 )
Availability under accounts receivable securitization facilities	\$ 600	\$ 37,400

1 As of December 31, 2023 and 2022, outstanding borrowings are included in "Accounts receivable securitization – less current portion" in the consolidated balance sheets and are offset by \$ 0.5 million and \$ 0.4 million of deferred loan costs, respectively. Interest accrued on the aggregate principal balance at a rate of 6.3 % and 5.1 %, as of December 31, 2023 and 2022, respectively.

Program fees and unused commitment fees are recorded in "Interest expense" in the consolidated statements of comprehensive income. The Company's accounts receivable securitization incurred program fees of \$ 24.8 million in 2023, \$ 9.3 million in 2022, and \$ 3.1 million in 2021.

Refer to Note 23 for information regarding the fair value of the 2023 RSA and 2022 RSA.

**Note 15 — Debt and Financing**

Other than the Company's accounts receivable securitization as discussed in Note 14 and its outstanding finance lease obligations as discussed in Note 16, the Company's long-term debt consisted of the following:

	December 31,	
	2023	2022
	(In thousands)	
2021 Term Loan A-2, due September 3, 2024, net <sup>1,2</sup>	\$ 199,902	\$ 199,755
2021 Term Loan A-3, due September 3, 2026, net <sup>1,2</sup>	799,058	798,705
2023 Term Loan, due September 3, 2026, net <sup>1,3</sup>	249,135	—
Revenue equipment installment notes <sup>1,4</sup>	279,339	—
Prudential Notes, net <sup>1</sup>	25,078	35,960
Other	8,567	3,042
Total long-term debt, including current portion	1,561,079	1,037,462
Less: current portion of long-term debt	( 338,058 )	( 12,794 )
Long-term debt, less current portion	\$ 1,223,021	\$ 1,024,668

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — CONTINUED**

	December 31,	
	2023	2022
	(In thousands)	
Total long-term debt, including current portion	\$ 1,561,079	\$ 1,037,462
2021 Revolver, due September 3, 2026 <sup>1,5</sup>	67,000	43,000
Long-term debt, including revolving line of credit	<u>\$ 1,628,079</u>	<u>\$ 1,080,462</u>

- 1 Refer to Note 23 for information regarding the fair value of debt.
- 2 The carrying amounts of the 2021 Term Loan A-2 and 2021 Term Loan A-3 are net of \$ 0.1 million and \$ 0.9 million in deferred loan costs as of December 31, 2023, respectively. The carrying amounts of the 2021 Term Loan A-2, and 2021 Term Loan A-3 are net of \$ 0.2 million and \$ 1.3 million in deferred loan costs as of December 31, 2022, respectively.
- 3 As of December 31, 2023, the carrying amount of the 2023 Term Loan was net of \$ 0.9 million in deferred loan costs.
- 4 The revenue equipment installment loans were assumed at the close of the U. S. Xpress Acquisition and have a weighted average interest rate of 4.70 % as of December 31, 2023.
- 5 The Company also had outstanding letters of credit of \$ 18.0 million and \$ 15.8 million under the 2021 Revolver, primarily related to workers' compensation and self-insurance liabilities, at December 31, 2023 and December 31, 2022, respectively. The Company also had outstanding letters of credit of \$ 264.3 million and \$ 173.1 million under a separate bilateral agreement which do not impact the availability of the 2021 Revolver as of December 31, 2023 and December 31, 2022, respectively.

**Credit Agreements**

**2021 Debt Agreement** — On September 3, 2021, the Company entered into the \$ 2.3 billion 2021 Debt Agreement (an unsecured credit facility) with a group of banks, replacing the Company's prior debt agreements. The 2021 Debt agreement included the 2021 Term Loan A-1 which was paid off on December 3, 2022. The following table presents the key terms of the 2021 Debt Agreement:

<b>2021 Debt Agreement Terms</b>	2021 Term Loan A-2	2021 Term Loan A-3	2021 Revolver <sup>2</sup>
	(Dollars in thousands)		
Maximum borrowing capacity	\$ 200,000	\$ 800,000	\$ 1,100,000
Final maturity date	September 3, 2024	September 3, 2026	September 3, 2026
Interest rate margin reference rate	BSBY	BSBY	BSBY
Interest rate minimum margin <sup>1</sup>	0.75 %	0.88 %	0.88 %
Interest rate maximum margin <sup>1</sup>	1.38 %	1.50 %	1.50 %
Minimum principal payment — amount	\$ —	\$ 10,000	\$ —
Minimum principal payment — frequency	Once	Quarterly	Once
Minimum principal payment — commencement date	September 3, 2024	September 30, 2024	September 3, 2026

- 1 The interest rate margin for the 2021 Term Loan and 2021 Revolver is based on the Company's consolidated leverage ratio. As of December 31, 2023, interest accrued at 6.652 % on the 2021 Term Loan A-2, 6.777 % on the 2021 Term Loan A-3, and 6.741 % on the 2021 Revolver.
- 2 The commitment fee for the unused portion of the 2021 Revolver is based on the Company's consolidated leverage ratio, and ranges from 0.07 % to 0.20 %. As of December 31, 2023, commitment fees on the unused portion of the 2021 Revolver accrued at 0.150 % and outstanding letter of credit fees accrued at 1.250 %.

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — CONTINUED**

Pursuant to the 2021 Debt Agreement, the 2021 Revolver and the 2021 Term Loans contain certain financial covenants with respect to a maximum net leverage ratio and a minimum consolidated interest coverage ratio. The 2021 Debt Agreement provides flexibility regarding the use of proceeds from asset sales, payment of dividends, stock repurchases, and equipment financing. In addition to the financial covenants, the 2021 Debt Agreement includes usual and customary events of default for a facility of this nature and provides that, upon the occurrence and continuation of an event of default, payment of all amounts payable under the 2021 Debt Agreement may be accelerated, and the lenders' commitments may be terminated. The 2021 Debt Agreement contains certain usual and customary restrictions and covenants relating to, among other things, dividends (which are restricted only if a default or event of default occurs and is continuing or would result therefrom), liens, affiliate transactions, and other indebtedness. As of December 31, 2023, the Company was in compliance with the covenants under the 2021 Debt Agreement.

Borrowings under the 2021 Debt Agreement, are made by Knight-Swift Transportation Holdings Inc., and are guaranteed by certain of the Company's material domestic subsidiaries (other than its captive insurance subsidiaries, driving academy subsidiary, and bankruptcy-remote special purpose subsidiary).

**2023 Term Loan** — On June 22, 2023, the Company entered into the \$ 250.0 million 2023 Term Loan (an unsecured credit facility) with a group of banks. The 2023 Term Loan matures on September 3, 2026. There are no scheduled principal payments due until maturity. The 2023 Term Loan contains terms similar to the 2021 Debt Agreement. The proceeds received from the 2023 Term Loan were used to fund a portion of the Company's acquisition of U.S. Xpress. The interest rate applicable to the 2023 Term Loan is subject to a leverage-based grid and as of December 31, 2023 is equal to SOFR plus the 0.1 % SOFR adjustment plus 1.500 %. As of December 31, 2023, interest accrued at 6.98 % on the 2023 Term Loan.

**U.S. Xpress's Revenue Equipment Installment Notes** — In connection with the U.S. Xpress Acquisition, the Company assumed revenue equipment installment notes with various lenders to finance tractors and trailers. Payments are due in monthly installments with final maturities at various dates through March 15, 2028, and the notes are secured by related revenue equipment with a net book value of \$ 242.0 million as of December 31, 2023. Payment terms generally range from 36 months to 84 months. The interest rates as of December 31, 2023 range from 2 % to 7 %.

**ACT Credit Agreement**

**Prudential Notes** — Through the acquisition of ACT, the Company assumed the Second Amended and Restated Note Purchase and Private Shelf Agreement with Prudential Capital Group ("2014 Prudential Notes"). On September 3, 2021, ACT entered into the 2021 Prudential Notes, replacing the 2014 Prudential Notes. The 2021 Prudential Notes have interest rates ranging from 4.05 % to 4.40 % and various maturity dates ranging from October 2023 through January 2028.

The 2021 Prudential Notes allowed ACT to borrow up to \$ 125.0 million, less amounts then currently outstanding with Prudential Capital Group, provided that certain financial ratios are maintained. The 2021 Prudential Notes are unsecured and contain usual and customary restrictions on, among other things, the ability to make certain payments to stockholders, similar to the provisions of the Company's 2021 Debt Agreement. As of December 31, 2023, ACT had no availability under the agreement. As of December 31, 2023, the Company was in compliance with the covenants under the 2021 Prudential Notes.

See Note 23 for fair value disclosures regarding the Company's debt instruments.

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — CONTINUED**

**Note 16 — Leases**

**Lessee Disclosures**

**Lease Cost** — The components of the Company's lease cost were as follows:

	2023	2022
	(in thousands)	
<b>Operating lease cost:</b>		
Operating lease costs	\$ 116,811	\$ 45,560
Short-term lease cost <sup>1</sup>	13,458	11,296
Rental expense	130,269	56,856
<b>Finance lease cost:</b>		
Amortization of property and equipment	62,591	50,823
Interest expense	12,452	8,489
Total finance lease cost	75,043	59,312
<b>Total operating and finance lease costs</b>	<b>\$ 205,312</b>	<b>\$ 116,168</b>

1 Short-term lease cost includes leases with a term of twelve months or less, as well as month-to-month leases and variable lease costs.

**Lease Liability Calculation Assumptions** — The assumptions underlying the calculation of the Company's right-of-use assets and corresponding lease liabilities are disclosed below.

	December 31,			
	2023		2022	
	Operating	Finance	Operating	Finance
<b>Revenue equipment leases</b>				
Weighted average remaining lease term	3.9 years	3.8 years	1.0 year	3.8 years
Weighted average discount rate	4.9 %	3.6 %	2.3 %	2.6 %
<b>Real estate and other leases</b>				
Weighted average remaining lease term	8.8 years	9.3 years	10.0 years	—
Weighted average discount rate	4.1 %	4.2 %	2.9 %	— %

**Maturity Analysis of Lease Liabilities (as Lessee)** — Future minimum lease payments for all noncancelable leases were:

	December 31, 2023	
	Operating	Finance
	(in thousands)	
2024	\$ 163,204	\$ 139,723
2025	128,348	127,240
2026	91,592	69,487
2027	48,685	81,834
2028	32,951	49,088
Thereafter	130,662	128,252
Future minimum lease payments	595,442	595,624
Less: amounts representing interest	( 79,114 )	( 66,773 )
Present value of minimum lease payments	516,328	528,851
Less: current portion	( 144,921 )	( 121,701 )
<b>Lease liabilities – less current portion</b>	<b>\$ 371,407</b>	<b>\$ 407,150</b>

**Table of Contents Glossary of Terms**

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — CONTINUED**

**Supplemental Cash Flow Lease Disclosures** — The following table sets forth cash paid for amounts included in the measurement of lease liabilities:

	2023	2022
	(in thousands)	
Operating cash flows for operating leases	\$ 120,550	\$ 42,893
Operating cash flows for finance leases	12,452	8,489
Financing cash flows for finance leases	60,887	62,093

Refer to Note 24 for information regarding the leasing transactions between the Company and its related parties.

**Lessor Disclosures**

The Company leases revenue equipment to independent contractors and other third parties under operating leases, which generally have terms between three and four years, and include renewal and purchase options. These leases also include variable charges associated with miles driven in excess of the stipulated allowable miles in the contract, which are accounted for separately and presented in the table below. Lease classification is determined based on minimum rental receipts per the agreement, including residual value guarantees, when applicable, as well as receivables due to the Company upon default or cross-default. When independent contractors default on their leases, the Company typically re-leases the equipment to other independent contractors. As such, future lease receipts reflect original leases and re-leases.

The Company's leases to third parties, some of which are subleases, are generally short-term, and may include renewal options.

The owned assets underlying the Company's leases as lessor primarily consist of revenue equipment. As of December 31, 2023 and 2022, the gross carrying value of such revenue equipment underlying these leases was \$ 68.3 million and \$ 79.7 million, respectively, and accumulated depreciation was \$ 33.2 million and \$ 38.2 million, respectively. Depreciation is calculated on a straight-line basis down to the residual value, as applicable, over the estimated useful life of the equipment. Depreciation expense for these assets was \$ 13.2 million and \$ 15.9 million for 2023 and 2022, respectively.

Additionally, the Company periodically leases or subleases out real estate for use by third parties. These leases have varying terms, and may include renewal options.

Management's significant assumptions and judgments include the determination of the amount the Company expects to derive from the underlying asset at the end of the lease term, as well as whether a contract contains a lease.

**Lease Revenue and Rental Income** — The components of the Company's lease revenue are included in "Revenue, excluding truckload and LTL fuel surcharge" and the Company's rental income is included in "Other income, net" in the consolidated statements of comprehensive income. These amounts are disclosed in the table below.

	2023	2022
	(in thousands)	
Operating lease revenue	\$ 80,021	\$ 168,072
Variable lease revenue	995	1,233
<b>Total lease revenue<sup>1</sup></b>	<b>\$ 81,016</b>	<b>\$ 169,305</b>
 Rental income <sup>2</sup>	 \$ 13,656	 \$ 11,296

1 Represents operating revenue earned by the Company for leasing equipment to independent contractors and other third-parties.

2 Represents non-operating income earned from leasing real estate to third parties.

**Table of Contents Glossary of Terms**

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — CONTINUED**

**Maturity Analysis of Future Lease Revenues (as Lessor)** — Future minimum lease revenues for all noncancelable leases were:

	December 31, 2023
	(In thousands)
2024	\$ 51,305
2025	33,159
2026	19,250
2027	5,150
2028	746
Thereafter	3,428
<b>Future minimum lease revenues</b>	<b>\$ 113,038</b>

Refer to Note 24 for information regarding the leasing transactions between the Company and related parties.

**Note 17 — Defined Benefit Pension Plan**

Through the ACT Acquisition, the Company assumed a defined benefit pension plan covering ACT's drivers, drivers' helpers, warehousemen, warehousemen's helpers, mechanics, and mechanics' helpers. The plan provides normal retirement benefits based on years of credited service and applicable benefit units as defined by the plan. Provision is also made for early and defined retirements. A retiree annuity purchase was completed in November 2023, totaling \$ 18.1 million. This action relieved the plan of responsibility for providing future benefit payments for 882 participants in payment status.

The pension plan was amended such that benefit accrual and plan participation for the plan were effectively frozen as of January 1, 1997, resulting in a curtailment on that date. The net pension liability recognized is as follows:

	December 31,	
	2023	2022
	(In thousands)	
Projected benefit obligation	\$ 35,401	\$ 54,412
Less: fair value of plan assets	35,423	\$ 52,535
Unfunded status	\$ ( 22 )	\$ 1,877
Accrued pension liability recognized <sup>1</sup>	<u>\$ 847</u>	<u>\$ 854</u>

1 The pension liability is included in "Other long-term liabilities" in the consolidated balance sheets.

"Other comprehensive loss" in the consolidated statements of comprehensive income included a \$ 1.4 million gain and \$ 0.5 million for partial settlement of the plan related to a retiree annuity purchase during 2023 and \$ 2.7 million loss from pension plan adjustments during 2022. The provisions of the plan do not require compensation levels to be considered in determining the plan's benefit obligation. As such, the accumulated benefit obligation and projected benefit obligation are the same.

Other information concerning the defined benefit pension plan is summarized below:

	2023		2022	
	(In thousands)			
Net periodic pension (expense) income	\$ ( 7 )	\$ 1,264		
Benefits paid	3,050	\$ 2,855		

**Assumptions**

A weighted-average discount rate of 4.85 % and 3.84 % was used to determine benefit obligations as of December 31, 2023 and December 31, 2022, respectively.

The following weighted-average assumptions were used to determine net periodic pension cost:

	2023	2022
Discount rate	4.73 %	4.92 %
Expected long-term rate of return on pension plan assets	6.00 %	6.00 %

**Table of Contents Glossary of Terms**

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — CONTINUED**

ACT's assumptions for the expected long-term rate of return on pension plan assets are based on a periodic review of the plan's asset allocation over a long-term period. Expectations of returns for each asset class are based on comprehensive reviews of historical data and economic/financial market theory. The expected long-term rate of return on pension plan assets was selected from within the reasonable range of rates determined by (1) historical real returns, net of inflation, for the asset classes covered by the investment policy and (2) projections of inflation over the long-term period during which benefits are payable to plan participants.

The defined benefit pension plan weighted-average asset allocations, by asset category, are as follows:

	2023	2022
<b>Asset category:</b>		
Equity securities	— %	30 %
Debt securities	97 %	66 %
Cash and cash equivalents	3 %	4 %
<b>Total</b>	<b>100 %</b>	<b>100 %</b>

**Pension plan assets**

The target allocation by asset category, is as follows:

	2023	2022
<b>Asset category:</b>		
Equity securities	— %	30 %
Debt securities	100 %	70 %
<b>Total</b>	<b>100 %</b>	<b>100 %</b>

The investment policy includes various guidelines and procedures designed to ensure assets are invested in a manner necessary to meet expected future benefit payments. The investment guidelines consider a broad range of economic conditions. Central to the policy are target allocation percentages (shown above) by major asset categories. The objectives of the target allocation percentages are to maintain investment portfolios that diversify risk through prudent asset allocation parameters and achieve asset returns that meet or exceed the plan's actuarial assumptions.

Refer to Note 23 for additional information regarding fair value measurements of the Company's investments.

**Cash flows**

ACT did not contribute to the pension plan during 2023. ACT is not expecting to recognize any net loss within "Other comprehensive loss" in the consolidated statements of comprehensive income during 2024.

The following benefit payments are expected to be paid in each of the fiscal years as follows:

	December 31, 2023 (In thousands)
2024	2,073
2025	2,207
2026	2,366
2027	2,491
2028	2,514
2028 through 2030	12,909
<b>Total</b>	<b>\$ 24,560</b>

**Note 18 — Purchase Commitments**

As of December 31, 2023, the Company had outstanding commitments to acquire revenue equipment of \$ 513.5 million in 2024 (\$ 435.2 million of which were tractor commitments) and none thereafter. These purchases may be financed through any combination of operating leases, finance leases, debt, proceeds from sales of existing equipment, and cash flows from operations.

As of December 31, 2023, the Company had outstanding purchase commitments to acquire facilities and non-revenue equipment of \$ 90.8 million in 2024, \$ 8.7 million in the two-year period 2025 through 2026, and \$ 0.2 million

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — CONTINUED**

in the two-year period 2027 through 2028, and none thereafter. Factors such as costs and opportunities for future terminal expansions may change the amount of such expenditures.

---

**Note 19 — Contingencies and Legal Proceedings**

**Accounting Policy**

The Company is involved in certain claims and pending litigation primarily arising in the normal course of business. The majority of these claims relate to workers' compensation, auto collision and liability, physical damage, and cargo damage, as well as certain class action litigation in which plaintiffs allege failure to provide meal and rest breaks, unpaid wages, unauthorized deductions, and other items. The Company accrues for the uninsured portion of claims losses and the gross amount of other losses when the likelihood of the loss is probable and the amount of the loss is reasonably estimable. These accruals are based on management's best estimate within a possible range of loss. When there is no amount within the range of loss that appears to be a better estimate than any other amount, then management accrues to the low end of the range. Legal fees are expensed as incurred.

When it is reasonably possible that exposure exists in excess of the related accrual (which could be no accrual), management discloses an estimate of the possible loss or range of loss, unless an estimate cannot be determined (because, among other reasons, (1) the proceedings are in various stages that do not allow for assessment; (2) damages have not been sought; (3) damages are unsupported and/or exaggerated; (4) there is uncertainty as to the outcome of pending appeals; and/or (5) there are significant factual issues to be resolved).

If the likelihood of a loss is remote, the Company does not accrue for the loss. However, if the likelihood of a loss is remote, but it is at least reasonably possible that one or more future confirming events may materially change management's estimate within twelve months from the date of the financial statements, management discloses an estimate of the possible loss or range of loss, unless an estimate cannot be determined.

**Legal Proceedings**

The Company is party to certain legal proceedings incidental to its business. The majority of these claims relate to bodily injury, property damage, cargo and workers' compensation incurred in the transportation of freight, as well as certain class action litigation related to personnel and employment matters. We record a liability when we believe that it is probable that a loss has been incurred and the amount can be reasonably estimated.

Information is provided below regarding the nature, status, and contingent loss amounts, if any, associated with pending legal matters that may be material to the Company. There are inherent uncertainties in these legal matters, some of which are beyond management's control, making the ultimate outcomes difficult to predict. Moreover, management's views and estimates related to these matters may change in the future, as new events and circumstances arise and the matters continue to develop. Cash flows or results of operations could be materially affected in any particular period by the resolution of one or more of these contingencies.

The Company has made accruals with respect to its legal matters where appropriate, which are included in "Accrued liabilities" in the consolidated balance sheets. The Company has recorded an aggregate accrual of approximately \$ 4.8 million and \$ 11.0 million relating to the Company's outstanding legal proceedings as of December 31, 2023 and 2022, respectively.

Based on management's present knowledge of the facts and (in certain cases) advice of outside counsel, management does not believe that loss contingencies arising from pending matters are likely to have a material adverse effect on the Company's overall financial position, operating results, or cash flows after taking into account any existing accruals. However, actual outcomes could be material to the Company's financial position, operating results, or cash flows for any particular period.

**EMPLOYEE COMPENSATION AND PAY PRACTICES MATTERS**

**California Wage, Meal, and Rest Class Actions**

The plaintiffs generally allege one or more of the following: that the Company 1) failed to pay the California minimum wage; 2) failed to provide proper meal and rest periods; 3) failed to timely pay wages upon separation from employment; 4) failed to pay for all hours worked; 5) failed to pay overtime; 6) failed to properly reimburse work-related expenses; and 7) failed to provide accurate wage statements.

Plaintiff(s)	Defendant(s)	Date instituted	Court or agency currently pending in
--------------	--------------	-----------------	--------------------------------------

**Table of Contents Glossary of Terms**

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — CONTINUED**

John Burnell <sup>1</sup>	Swift Transportation Co., Inc	March 22, 2010	United States District Court for the Central District of California
---------------------------	-------------------------------	----------------	---

James R. Rudsell <sup>1</sup>	Swift Transportation Co. of Arizona, LLC and Swift Transportation Company	April 5, 2012	United States District Court for the Central District of California
-------------------------------	---	---------------	---

**Recent Developments and Current Status**

In April 2019, the parties reached settlement of this matter. In January 2020, the court granted final approval of the settlement.

Two objectors appealed the court's decision granting final approval of the settlement. The Company paid this settlement on July 10, 2023.

**California Wage and Hour Class Action Litigation - U.S. Xpress**

The plaintiffs generally allege one or more of the following: that class members were 1) not paid for off-the-clock work; 2) not provided duty free meal or rest breaks; 3) not paid premium pay in their absence; 4) not paid the California minimum wage for all hours worked in that state; 5) not provided accurate and complete itemized wage statements; and 6) not paid all accrued wages at the end of their employment.

Plaintiff(s)	Defendant(s)	Date instituted	Court or agency currently pending in
Various	U.S. Xpress	December 23, 2015	United States District Court for the Central District of California

**Recent Developments and Current Status**

In February 2023, the parties reached an agreement to settle the California Wage and Hour Class Action Litigation, exclusive of employer-side taxes. On September 19, 2023, the court granted final approval of the settlement. No party objected to the settlement. The settlement amount (including employer-side taxes) was paid on November 1, 2023.

**SHAREHOLDER MATTERS - U.S. Xpress**

**Stockholder Derivative Action**

The plaintiffs generally allege that U.S. Xpress made false and/or misleading statements in the registration statement and prospectus filed with the SEC in connection with the IPO and that the Individual Defendants breached their fiduciary duties by causing or allowing U.S. Xpress to make such statements. The complaint alleges that U.S. Xpress has been damaged by the alleged wrongful conduct as a result of, among other things, being subjected to the time and expense of the securities class action lawsuits that have been filed relating to the IPO. In addition to a claim for alleged breach of fiduciary duties, the lawsuit alleges claims against the Individual Defendants for unjust enrichment, abuse of control, gross mismanagement, and waste of corporate assets.

Plaintiff(s)	Defendant(s)	Date instituted	Court or agency currently pending in
Various	Five executives and five independent board members of U.S. Xpress (collectively, the "Individual Defendants")	June 7, 2019	District Court for Clark County, Nevada

**Recent Developments and Current Status**

The lawsuit was dismissed without prejudice on August 14, 2023.

**Stockholder Claims**

Between November 2018 and April 2019, eight substantially similar putative securities class action complaints were filed against U.S. Xpress and certain other defendants: five in the Circuit Court of Hamilton County, Tennessee ("Tennessee State Court Cases"), two in the U.S. District Court for the Eastern District of Tennessee ("Federal Court Cases"), and one in the Supreme Court of the State of New York ("New York State Court Case"). The putative class action lawsuits generally allege that U.S. Xpress made false and/or misleading statements in the registration statement and prospectus filed with the Securities and Exchange Commission ("SEC") in connection with the June 2018 initial public offering ("IPO").

Plaintiff(s)	Defendant(s)	Date instituted	Court or agency currently pending in
Various	U.S. Xpress, five officers or directors, and the seven underwriters who participated in the IPO	November 2018	Circuit Court of Hamilton County, Tennessee, U.S. District Court for the Eastern District of Tennessee and Supreme Court of the State of New York

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — CONTINUED**

<b>SHAREHOLDER MATTERS - U.S. Xpress (Continued)</b>	
	Recent Developments and Current Status
Tennessee State Court Cases	<p>The Consolidated Amended Class Action Complaint (the "Consolidated State Court Complaint") filed on May 10, 2019 in the Circuit Court of Hamilton County, Tennessee against U.S. Xpress, five officers or directors, and the seven underwriters who participated in the IPO, alleges violations of Sections 11, 12(a)(2) and 15 of the Securities Act of 1933 (the "Securities Act"). The lawsuit is purportedly brought on behalf of a putative class.</p> <p>On November 13, 2020, the court presiding over the Tennessee State Court Cases entered an order, granting in part and denying in part the defendants' Motions to Dismiss the Consolidated State Court Complaint. The court held that the plaintiffs failed to state a claim for violation of the Securities Act with respect to the majority of statements challenged as false or misleading in the Consolidated State Court Complaint. The court, however, held that the Consolidated State Court Complaint sufficiently alleged violations of the Securities Act with respect to one statement from the IPO registration statement and prospectus that the plaintiffs alleged to be false or misleading, both on theories of alleged misrepresentations and material omissions.</p>
New York State Court Case	<p>On March 14, 2019, a substantially similar putative class action complaint was filed in the Supreme Court of the State of New York, County of New York, by a different plaintiff alleging claims under Sections 11 and 15 of the Securities Act against the same defendants as in the Tennessee State Court Cases. On December 18, 2020, defendants filed a Motion to Dismiss or Stay the New York State Case both on the merits and in deference to the pending actions in Tennessee. On March 5, 2021, the court presiding over the New York State Case dismissed the case, and on January 13, 2022, the court entered a motion denying plaintiff's motion for reconsideration.</p>
Federal Court Cases	<p>The operative amended complaint was filed on October 8, 2019 ("Amended Federal Complaint"), which named the same defendants as the Tennessee State Court Cases. The Amended Federal Complaint is made on behalf of a putative class. In addition to claims for alleged violations of Section 11 and 15 of the Securities Act, the Amended Federal Complaint alleges violations of Section 10(b) and 20(a) of the Securities Exchange Act of 1934 ("Exchange Act") against U.S. Xpress, its Chief Executive Officer and its Chief Financial Officer. On June 30, 2020, the court presiding over the Federal Court Cases issued its ruling granting in part and denying in part the defendants' Motions to Dismiss the Amended Federal Complaint. The court dismissed entirely the plaintiffs' claims for alleged violations of the Exchange Act and further held that the plaintiffs failed to state a claim for violation of the Securities Act with respect to the majority of statements challenged as false or misleading in the Amended Federal Complaint. The court, however, held that the Federal Amended Complaint sufficiently alleged violations of the Securities Act with respect to two statements from the IPO registration statement and prospectus that the plaintiffs alleged to be false or misleading, both on theories of alleged misrepresentations and material omissions.</p>
Settlement	<p>The parties reached a settlement with the Federal Court and Tennessee State Court plaintiffs. On March 27, 2023, the parties filed the stipulation of settlement with the Federal Court, and on March 28, 2023, the Federal Court entered an order granting preliminary approval of the settlement. The Federal Court entered an order granting final approval of the settlement on July 12, 2023. The monetary component of the settlement in principle is to be paid by the applicable insurance carriers and is similar to the accrued amount. .</p>

1 Individually and on behalf of all others similarly situated.

***Other Environmental***

The Company's tractors and trailers are involved in motor vehicle accidents, experience damage, mechanical failures and cargo issues as an incidental part of the normal ordinary course of operations. From time to time, these matters result in the discharge of diesel fuel, motor oil, or other hazardous materials into the environment. Depending on local regulations and who is determined to be at fault, the Company is sometimes responsible for the clean-up costs associated with these discharges. As of December 31, 2023, the Company's estimate for its total legal liability for all such clean-up and remediation costs was approximately \$ 1.1 million in the aggregate for all current and prior year claims.

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — CONTINUED**

---

**Note 20 — Share Repurchase Plans**

On April 25, 2022, the Company announced that the Board approved the repurchase of up to \$ 350.0 million of the Company's outstanding common stock (the "2022 Knight-Swift Share Repurchase Plan"). With the adoption of the 2022 Knight-Swift Share Repurchase Plan, the Company terminated the 2020 Knight-Swift Share Repurchase Plan, which had approximately \$ 42.8 million of authorized purchases remaining upon termination.

The following table presents the Company's repurchases of its common stock under the respective share repurchase plans, excluding advisory fees:

Board Approval Date	Authorized Amount	2023		2022	
		Shares	Amount	Shares	Amount
(in thousands)					
November 24, 2020	\$ 250,000	—	—	2,821	149,982
April 19, 2022 <sup>1</sup>	\$ 350,000	—	—	3,180	149,959
		—	\$ —	6,001	\$ 299,941

1 \$ 200.0 million remained available under the 2022 Knight-Swift Share Repurchase Plan as of December 31, 2023 .

---

**Note 21 — Stock-based Compensation**

**Compensatory Stock Plans**

Before the 2017 Merger, Knight and Swift granted stock-based awards under their respective stock-based compensation plans, discussed below.

**2014 Stock Plan** — Currently, the 2014 Stock Plan, as amended and restated, is the Company's only compensatory stock-based incentive plan. The previous 2014 stock plan replaced Swift's 2007 Omnibus Incentive Plan when it was adopted by Swift's board of directors in March 2014 and then approved by the Swift stockholders in May 2014. The previous 2014 stock plan was amended and restated to rename the plan and for other administrative changes relating to the 2017 Merger. The 2014 Stock Plan was again amended and restated in 2020 to increase the number of shares of common stock available for issuance and extended the term of the 2014 Stock Plan, as well as to amend certain provisions to comply with best practices. Other terms of the 2014 Stock Plan, as amended and restated, remain substantially the same as the previous 2014 stock plan and first amended and restated stock plan. The 2014 Stock Plan, as amended and restated, permits the payment of cash incentive compensation and authorizes the granting of stock options, stock appreciation rights, restricted stock and restricted stock units, performance shares and performance units, cash-based awards, and stock-based awards to the Company's employees and non-employee directors. As of December 31, 2023 , the aggregate number of shares remaining available under the 2014 Stock Plan was approximately 4.1 million.

**U.S. Xpress Assumption** — In connection with the U.S. Xpress Acquisition the registered securities under the U.S. Xpress 2018 Omnibus Plan (the "U.S. Xpress Legacy Plan") were deregistered. As such, no future awards may be granted under the U.S. Xpress Legacy Plan. Outstanding awards granted under the U.S. Xpress Legacy Plan were assumed by Knight-Swift and continue to be governed by the U.S. Xpress Legacy Plan until such awards have been exercised, forfeited, canceled, or have otherwise expired or terminated.

**Legacy Plans** — In connection with the 2017 Merger, the registered securities under the Knight Amended and Restated 2003 Stock Option Plan, the Knight 2012 Equity Compensation Plan, the Knight Amended and Restated 2015 Omnibus Incentive Plan, and the Swift 2007 Omnibus Incentive Plan (collectively, the "Legacy Plans") were deregistered. As such, no future awards may be granted under these Legacy Plans. Outstanding awards granted under the Legacy Plans were assumed by Knight-Swift and continue to be governed by such Legacy Plans until such awards have been exercised, forfeited, canceled, or have otherwise expired or terminated.

See Note 2 regarding the Company's accounting policy for stock-based compensation.

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — CONTINUED**

**Stock-based Compensation Expense**

Stock-based compensation expense, net of forfeitures, which is included in "Salaries, wages, and benefits" in the consolidated statements of comprehensive income is comprised of the following:

	2023	2022	2021
	(In thousands)		
Stock options	\$ —	\$ —	\$ 232
Restricted stock units	27,543	21,091	18,190
Performance units	379	12,837	15,073
Stock-based compensation expense – equity awards	\$ 27,922	\$ 33,928	\$ 33,495
Stock-based compensation benefit – liability awards <sup>1</sup>	—	—	( 5,364 )
Total stock-based compensation expense, net of forfeitures	<u>\$ 27,922</u>	<u>\$ 33,928</u>	<u>\$ 28,131</u>
Income tax benefit <sup>2</sup>	<u>\$ 6,166</u>	<u>\$ 4,201</u>	<u>\$ 8,357</u>

- 1 Includes awards granted to executive management that, per the original agreement, would ultimately settle in cash upon fulfilling a requisite service period (for restricted stock units) and fulfilling a requisite service period and achieving performance targets (for performance units). During 2021, the Company amended the agreements for outstanding awards to ultimately settle in shares after each requisite service period.
- 2 The income tax benefit is calculated by applying the statutory tax rate to stock-based compensation expense for equity awards, as the expense associated with liability awards is not tax deductible.

**Unrecognized Stock-based Compensation Expense**

The following table presents the total unrecognized stock-based compensation expense and the expected weighted average period over which these expenses will be recognized:

	December 31, 2023	
	Expense	Weighted Average Period
	(In thousands)	(In years)
Equity awards – Restricted stock units	53,484	2.1
Equity awards – Performance units	12,441	2.4
Total unrecognized stock-based compensation expense	<u>\$ 65,925</u>	<u>2.2</u>

**Stock Award Grants**

	2023	2022	2021
Restricted stock units	422,384	534,307	562,021
Performance units	106,880	118,520	112,690
Total stock awards granted	<u>529,264</u>	<u>652,827</u>	<u>674,711</u>

**Table of Contents Glossary of Terms**

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — CONTINUED**

**Stock Options**

Stock options are the contingent right of award holders to purchase shares of the Company's common stock at a stated price for a limited time. The exercise price of options granted equals the fair value of the Company's common stock determined by the closing price of the Company's common stock quoted on the NYSE on the grant date. Most stock options granted by the Company cannot be exercised until at least one year after the grant date and have a five to ten-year contractual term. Stock options are generally forfeited upon termination of employment for reasons other than death, disability, or retirement.

A summary of 2023 stock option activity follows:

<b>Stock options outstanding:</b>	<b>Shares Under Option</b>	<b>Weighted Average Exercise Price</b>	<b>Weighted Average Remaining Contractual Term</b>	<b>Aggregate Intrinsic Value</b>
				<b>1</b> <b>(In thousands)</b>
Stock options outstanding at December 31, 2022	6,813	\$ 23.85	0.4	\$ 193
Exercised	( 6,813 )	23.85		
Stock options outstanding at December 31, 2023	—	\$ —	0.0	\$ —
Aggregate number of stock options expected to vest at a future date as of December 31, 2023	—	\$ —	0.0	\$ —
Exercisable at December 31, 2023	—	\$ —	0.0	\$ —

1 The aggregate intrinsic value was computed using the closing share price on December 31, 2022 of \$ 52.41 , as applicable.

The following table summarizes stock option exercise information for the years presented:

<b>Stock option exercises</b>	<b>2023</b>	<b>2022</b>	<b>2021</b>
			<b>(In thousands, except share data)</b>
Number of stock options exercised	6,813	76,900	207,242
Intrinsic value of stock options exercised	\$ 225	\$ 1,297	\$ 4,120
Cash received upon exercise of stock options	\$ 162	\$ 2,511	\$ 5,924
Income tax benefit	\$ 44	\$ 63	\$ 1,304

The total fair value of the shares vested during 2021 was \$ 0.6 million.

**Restricted Stock Units**

A restricted stock unit represents a right to receive a common share of stock when the unit vests. Restricted stock unit recipients do not have voting rights with respect to the shares underlying unvested awards. Employees generally forfeit their units if their employment terminates before the vesting date, with the exception of death, disability or retirement.

The following table is a rollforward of unvested restricted stock units:

<b>Unvested restricted stock units:</b>	<b>Number of Awards</b>	<b>Weighted Average Fair Value</b>
		<b>1</b>
Unvested restricted stock units at December 31, 2022	1,655,700	\$ 42.86
Granted	422,384	55.47
Assumed restricted stock grants from U.S. Xpress Acquisition	251,358	54.80
Vested <sup>2</sup>	( 676,570 )	41.22
Forfeited	( 108,446 )	46.62
Unvested restricted stock units at December 31, 2023	1,544,426	\$ 48.71

1 The fair value of each restricted stock unit is based on the closing market price on the grant date.

2 Includes 241,492 shares withheld for taxes which were excluded from the "Common stock issued to employees" activity within the consolidated statements of stockholders' equity.

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — CONTINUED**

**Performance Units**

The Company issues performance units to select key employees, that may be earned based on achieving performance targets approved by the compensation committee annually. The initial award is subject to an adjustment determined by the Company's performance achieved over a three-year performance period when compared to the objective performance standards adopted by the compensation committee. Furthermore, the performance units have additional service requirements subsequent to the achievement of the performance targets. Performance units do not earn dividend equivalents.

The following table is a rollforward of unvested performance units:

<b>Unvested performance units:</b>	<b>Weighted Average</b>	
	<b>Shares</b>	<b>Fair Value</b>
Unvested performance units at December 31, 2022	528,578	\$ 49.11
Granted	106,880	\$ 59.74
Shares earned above target	89,855	\$ 40.26
Vested <sup>1</sup>	( 248,221 )	\$ 50.76
Unvested performance units at December 31, 2023 <sup>2</sup>	<u>477,092</u>	<u>\$ 54.17</u>

1 Includes 108,220 shares withheld for taxes which were excluded from the "Common stock issued to employees" activity within the consolidated statements of stockholders' equity.

2 The performance measurement period for performance units granted in 2020 is January 1, 2021 to December 31, 2023 (three full calendar years). The performance measurement period for units granted in 2021 is January 1, 2022 to December 31, 2024 (three full calendar years). All performance units will vest one month following the expiration of the performance measurement period. The performance measurement period for units granted in 2022 is January 1, 2023 to December 31, 2025 (three full calendar years). All performance units will vest one month following the expiration of the performance measurement period. The performance measurement period for units granted in 2023 is January 1, 2024 to December 31, 2026 (three full calendar years). All performance units will vest one month following the expiration of the performance measurement period.

The following table presents the weighted average assumptions used in the fair value computation for performance units:

<b>Performance unit fair value assumptions:</b>	<b>2023</b>	<b>2022</b>	<b>2021</b>
Dividend yield <sup>1</sup>	0.97 %	0.87 %	0.67 %
Expected volatility <sup>2</sup>	30.09 %	33.11 %	36.00 %
Average peer volatility <sup>2</sup>	33.59 %	38.22 %	35.49 %
Average peer correlation coefficient <sup>3</sup>	0.58	0.61	0.60
Risk-free interest rate <sup>4</sup>	4.08 %	4.07 %	0.92 %
Expected term (in years) <sup>5</sup>	3.0	3.1	3.1
Weighted-average fair value of performance units granted	\$ 59.74	\$ 57.78	\$ 60.55

- 1 The dividend yield, used to project stock price to the end of the performance period, is based on the Company's historical experience and future expectation of dividend payouts. Total stockholder return is determined assuming that dividends are reinvested in the issuing entity over the performance period, which is mathematically equivalent to utilizing a 0% dividend yield.
- 2 Management (or peer company) estimated volatility using the Company's (or peer company's) historical share price performance over the remaining performance period as of the grant date.
- 3 The correlation coefficients are used to model the way in which each entity tends to move in relation to each other; the correlation assumptions were developed using the same stock price data as the volatility assumptions.
- 4 The risk-free interest rate assumption is based on US Treasury securities at a constant maturity with a maturity period that most closely resembles the expected term of the performance award.
- 5 Since the Monte Carlo Simulation valuation is an open form model that uses an expected life commensurate with the performance period, the expected life of the performance units was assumed to be the period from the grant date to the end of the performance period.

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — CONTINUED**

**Non-compensatory Stock Plan: ESPP**

The Company's 2012 ESPP is administered by the Company, is intended to qualify under Section 423 of the Internal Revenue Code, and is considered non-compensatory. Pursuant to the 2012 ESPP, the Company is authorized to issue up to 1.4 million shares of its common stock to eligible employees who participate in the plan. Employees are eligible to participate in the 2012 ESPP following at least 90 days of employment with the Company or any of its participating subsidiaries. Under the terms of the 2012 ESPP, eligible employees may elect to purchase common stock through payroll deductions, not to exceed 15 % of their gross cash compensation. The purchase price of the common stock is 95 % of the common stock's fair market value quoted on the NYSE on the last trading day of each offering period. There are four three-month offering periods corresponding to the calendar quarters. Each eligible employee is restricted to purchasing a maximum of \$ 6,250 of common stock during an offering period, determined by the fair market value of the common stock as of the last day of the offering period, and \$ 25,000 of common stock during a calendar year. Officers or employees who own 5 % or more of the total voting power or value of common stock are restricted from participating in the 2012 ESPP.

The plan was amended effective January 1, 2019 to align with new federal tax legislation that lifted the restriction on contributing to the ESPP if the participant had a hardship withdrawal on the 401(k) plan.

In 2023, the Company issued approximately 80,000 shares under the 2012 ESPP at a weighted average discounted price per share of \$ 50.88 . As of December 31, 2023 , the Company is authorized to issue an additional 0.8 million shares under the 2012 ESPP.

---

**Note 22 — Weighted Average Shares Outstanding**

Earnings per share, basic and diluted, as presented in the consolidated statements of comprehensive income, are calculated by dividing net income attributable to Knight-Swift by the respective weighted average common shares outstanding during the period.

The following table reconciles basic weighted average shares outstanding to diluted weighted average shares outstanding:

	2023	2022	2021
	(In thousands)		
Basic weighted average common shares outstanding	161,188	162,260	165,860
Dilutive effect of equity awards	638	951	1,200
Diluted weighted average common shares outstanding	<u>161,826</u>	<u>163,211</u>	<u>167,060</u>
Anti-dilutive shares excluded from earnings per diluted share <sup>1</sup>	252	335	208

1 Shares were excluded from the dilutive-effect calculation because the outstanding awards' exercise prices were greater than the average market price of the Company's common stock.

---

**Note 23 — Fair Value Measurement**

ASC 820, *Fair Value Measurements and Disclosures*, requires that the Company disclose estimated fair values for its financial instruments. The estimated fair value of a financial instrument is the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date in the principal or most advantageous market for the asset or liability. Fair value estimates are made at a specific point in time and are based on relevant market information and information about the financial instrument. These estimates do not reflect any premium or discount that could result from offering for sale at one time the Company's entire holdings of a particular financial instrument. Changes in assumptions could significantly affect these estimates. Because the fair value is estimated as of December 31, 2023 and 2022, the amounts that will actually be realized or paid at settlement or maturity of the instruments in the future could be significantly different.

The estimated fair values of the Company's financial instruments represent management's best estimates of the amounts that would be received to sell those assets or that would be paid to transfer those liabilities in an orderly transaction between market participants at that date. The estimated fair value measurements maximize the use of observable inputs. However, in situations where there is little, if any, market activity for the asset or liability at the measurement date, the estimated fair value measurement reflects management's own judgments about the assumptions that market participants would use in pricing the asset or liability. These judgments are developed by the Company based on the best information available under the circumstances.

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — CONTINUED**

The following summary presents a description of the methods and assumptions used to estimate the fair value of each class of financial instrument.

**Restricted Investments, Held-to-Maturity** — The estimated fair value of the Company's restricted investments is based on quoted prices in active markets that are readily and regularly obtainable. See Note 5 for additional investments disclosures regarding restricted investments, held-to-maturity.

**Convertible Notes** — The estimated fair value of the Company's convertible note is based on probability weighted discounted cash flow analysis of the corresponding pay-off/redemption.

**Equity Method Investments** — The estimated fair value of the Company's equity method investments are privately negotiated investments. The carrying amount of these investments approximates the fair value.

**Equity Securities** — The estimated fair value of the Company's investments in equity securities is based on quoted prices in active markets that are readily and regularly obtainable.

**Pension Plan Assets** — The estimated fair value of ACT's pension plan assets are based on quoted prices in active markets that are readily and regularly obtainable.

**Debt Instruments and Leases** — For notes payable under the 2023 Term Loan, the 2021 Revolver, the 2021 Term Loans, the 2021 Prudential Notes, and the revenue equipment installment notes, fair value approximates the carrying value due to the variable interest rate. The carrying value of the 2023 RSA and the 2022 RSA approximates fair value, as the underlying receivables are short-term in nature and only eligible receivables (such as those with high credit ratings) are qualified to secure the borrowed amounts. For finance and operating lease liabilities, the carrying value approximates the fair value, as the Company's finance and operating lease liabilities are structured to amortize in a manner similar to the depreciation of the underlying assets.

**Contingent Consideration** — The estimated fair value of the Company's contingent consideration owed to sellers is calculated using applicable models and inputs for each acquired entity.

**Other** — Cash and cash equivalents, restricted cash, net accounts receivable, income tax refund receivable, and accounts payable represent financial instruments for which the carrying amount approximates fair value, as they are short-term in nature. These instruments are accordingly excluded from the disclosures below. All remaining balance sheet amounts excluded from the below are not considered financial instruments, subject to this disclosure.

**Fair Value Hierarchy** — ASC 820 establishes a framework for measuring fair value in accordance with GAAP and expands financial statement disclosure requirements for fair value measurements. ASC 820 further specifies a hierarchy of valuation techniques, which is based on whether the inputs into the valuation technique are observable or unobservable. The hierarchy follows:

- **Level 1** — Valuation techniques in which all significant inputs are quoted prices from active markets for assets or liabilities that are identical to the assets or liabilities being measured.
- **Level 2** — Valuation techniques in which significant inputs include quoted prices from active markets for assets or liabilities that are similar to the assets or liabilities being measured and/or quoted prices from markets that are not active for assets or liabilities that are identical or similar to the assets or liabilities being measured. Also, model-derived valuations in which all significant inputs and significant value drivers are observable in active markets are Level 2 valuation techniques.
- **Level 3** — Valuation techniques in which one or more significant inputs or significant value drivers are unobservable. Unobservable inputs are valuation technique inputs that reflect the Company's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

Table of Contents Glossary of Terms

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — CONTINUED**

The following table presents the carrying amounts and estimated fair values of the Company's major categories of financial assets and liabilities:

Consolidated Balance Sheets Caption	December 31, 2023		December 31, 2022	
	Carrying Value	Estimated Fair Value	Carrying Value	Estimated Fair Value
	(In thousands)			
<b>Financial Assets:</b>				
Restricted investments, held-to-maturity <sup>1</sup>	Restricted investments, held-to-maturity, amortized cost	\$ 530	\$ 529	\$ 7,175 \$ 7,130
Equity method investments	Other long-term assets	102,252	102,252	103,517 103,517
Investments in equity securities	Other long-term assets	—	—	1,668 1,668
Convertible note	Other long-term assets	—	—	11,341 11,341
<b>Financial Liabilities:</b>				
2021 Term Loan A-2, due September 2024 <sup>2</sup>	Long-term debt – less current portion	199,902	200,000	199,755 200,000
2021 Term Loan A-3, due September 2026 <sup>2</sup>	Long-term debt – less current portion	799,058	800,000	798,705 800,000
2023 Term Loan, due September 2026 <sup>3</sup>	Long-term debt – less current portion	249,135	250,000	— —
2021 Revolver, due September 2026	Revolving line of credit	67,000	67,000	43,000 43,000
Revenue equipment installment notes <sup>4</sup>	Finance lease liabilities and long-term debt – current portion, Long-term debt – less current portion	279,339	279,339	— —
2021 Prudential Notes <sup>5</sup>	Finance lease liabilities and long-term debt – current portion, Long-term debt – less current portion	25,078	25,100	35,960 36,014
2022 RSA, due October 2025 <sup>6</sup>	Accounts receivable securitization – less current portion	—	—	418,561 419,000
2023 RSA, due October 2025 <sup>7</sup>	Accounts receivable securitization – less current portion	526,508	527,000	— —
Mandatorily redeemable contingent consideration <sup>8</sup>	Accrued liabilities	134,107	134,107	— —
Contingent consideration <sup>8</sup>	Accrued liabilities, Other long-term liabilities	40,859	40,859	4,217 4,217

1 Refer to Note 5 for the differences between the carrying amounts and estimated fair values of the Company's restricted investments, held-to-maturity.

2 As of December 31, 2023, the carrying amounts of the 2021 Term Loan A-2 and 2021 Term Loan A-3 are net of \$ 0.1 million and \$ 0.9 million in deferred loan costs, respectively. As of December 31, 2022, the carrying amounts of the 2021 Term Loan A-2, and 2021 Term Loan A-3 are net of \$ 0.2 million and \$ 1.3 million in deferred loan costs, respectively.

3 As of December 31, 2023, the carrying amount of the 2023 Term Loan was net of \$ 0.9 million in deferred loan costs.

4 As of December 31, 2023, the carrying amount of the revenue equipment installment notes included \$ 1.3 million in fair value adjustments.

5 As of December 31, 2023, the carrying amount of the 2021 Prudential Notes is net of \$ 22,000 in deferred loan costs and \$ 1.1 million in fair value adjustments. As of December 31, 2022, the carrying amount of the 2021 Prudential Notes is net of \$ 0.1 million in deferred loan costs and \$ 1.7 million in fair value adjustments.

6 The carrying amount of the 2022 RSA is net of \$ 0.4 million in deferred loan costs as of December 31, 2022.

7 The carrying amount of the 2023 RSA is net of \$ 0.5 million in deferred loan costs as of December 31, 2023.

8 Refer to Note 4 for information regarding the contingent consideration related to the U.S. Xpress Acquisition.

**Table of Contents Glossary of Terms**

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — CONTINUED**

**Recurring Fair Value Measurements (Assets)** — As of December 31, 2023, the Company had no major categories of assets estimated at fair value that were measured on a recurring basis.

The following table depicts the level in the fair value hierarchy of the inputs used to estimate fair value of assets measured on a recurring basis as of December 31, 2022:

	Fair Value Measurements at Reporting Date Using					Unrealized Gain (Loss) Position
	Estimated Fair Value	Level 1 Inputs	Level 2 Inputs	Level 3 Inputs		
	(In thousands)					
<b>As of December 31, 2022</b>						
Convertible notes <sup>1</sup>	11,341	—	—	—	11,341	1,341
Investments in equity securities <sup>2</sup>	1,668	1,668	—	—	—	(50,918)

- Convertible notes** — The consolidated statements of comprehensive income include the fair value activities from the Company's convertible notes within "Other income (expenses), net". The estimated fair value is based on probability-weighted discounted cash flow analysis of the corresponding payoff/redemption. During 2022, the Company recognized \$ 1.2 million of unrealized gains associated with the \$ 10.0 million face value convertible note, discussed above.
- Investments in equity securities** — The consolidated statements of comprehensive income include the fair value activities from the Company's investments in equity securities within "Other (expenses) income, net". The estimated fair value is based on quoted prices in active markets that are readily and regularly obtainable. During 2022, the Company recognized a loss of \$ 52.6 million from its investments in equity securities, which consisted of \$ 64.0 million in unrealized losses. This was partially offset by \$ 11.4 million in realized gains from its other equity investments.

**Recurring Fair Value Measurements (Liabilities)** — The following table depicts the level in the fair value hierarchy of the inputs used to estimate the fair value of liabilities measured on a recurring basis as of December 31, 2023 and 2022.

	Fair Value Measurements at Reporting Date Using					Total Gain (Loss)
	Estimated Fair Value	Level 1 Inputs	Level 2 Inputs	Level 3 Inputs		
	(In thousands)					
<b>As of December 31, 2023</b>						
Mandatorily redeemable contingent consideration <sup>1</sup>	\$ 134,107	\$ —	\$ —	\$ 134,107	\$ —	
Contingent consideration <sup>1,2</sup>	\$ 40,859	\$ —	\$ —	\$ 40,859	\$ 3,359	
<b>As of December 31, 2022</b>						
Contingent consideration <sup>2</sup>	4,217	—	—	4,217	—	

- Refer to Note 4 for information regarding the contingent consideration related to the U.S. Xpress Acquisition.
- Contingent consideration is associated with acquisitions and investments. The Company recognized a gain of \$3.4 million during 2023. The Company did not recognize any gains (losses) during 2022 related to the revaluation of these liabilities.

**Table of Contents Glossary of Terms**

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — CONTINUED**

**Nonrecurring Fair Value Measurements (Assets)** — The following table depicts the level in the fair value hierarchy of the inputs used to estimate the fair value of assets measured on a nonrecurring basis as of December 31, 2023 and 2022:

	Fair Value Measurements at Reporting Date Using:						Total Loss				
	Estimated Fair Value	Level 1 Inputs		Level 2 Inputs		Level 3 Inputs					
	(In thousands)										
<b>As of December 31, 2023</b>											
Buildings <sup>1</sup>	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	(187)				
Equipment <sup>2</sup>	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	(469)				
Software <sup>3</sup>	—	—	—	—	—	—	(1,580)				
<b>As of December 31, 2022</b>											
Buildings <sup>1</sup>	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	(810)				

1 Reflects the non-cash impairment of building improvements (within the Truckload segment and the All Other Segments).  
 2 Reflects the non-cash impairment of certain revenue equipment held for sale (within the Truckload segment).  
 3 Reflects the non-cash impairment of software (within the All Other Segments).

**Nonrecurring Fair Value Measurements (Liabilities)** — As of December 31, 2023 and 2022, there were no liabilities included in the Company's consolidated balance sheets at estimated fair value that were measured on a nonrecurring basis.

**Fair Value of Pension Plan Assets** — The following table sets forth the level within the fair value hierarchy of ACT's pension plan financial assets accounted for at fair value on a recurring basis. Assets are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. ACT's assessment of the significance of a particular input to the fair value measurement requires judgment, and may affect the valuation of these assets and their placement within the fair value hierarchy levels.

	Fair Value Measurements at Reporting Date Using:						Total Loss			
	Estimated	Level 1 Inputs		Level 2 Inputs		Level 3 Inputs				
	Fair Value	(In thousands)								
<b>As of December 31, 2023</b>										
Fixed income funds		34,536		34,536		—	—			
Cash and cash equivalents		887		887		—	—			
Total pension plan assets	\$ 35,423	\$ 35,423	\$ 35,423	\$ —	\$ —	\$ —	—			
<b>As of December 31, 2022</b>										
US equity funds	\$ 10,901	\$ 10,901	\$ 10,901	\$ —	\$ —	\$ —	—			
International equity funds		4,828		4,828		—	—			
Fixed income funds		34,728		34,728		—	—			
Cash and cash equivalents		2,078		2,078		—	—			
Total pension plan assets	\$ 52,535	\$ 52,535	\$ 52,535	\$ —	\$ —	\$ —	—			

**Note 24 — Related Party Transactions**

The following table presents Knight-Swift's transactions with companies controlled by and/or affiliated with its related parties:

	2023		2022		2021	
	Provided by Knight-	Received by Knight-	Provided by Knight-	Received by Knight-	Provided by Knight-	Received by Knight-
	Swift	Swift	Swift	Swift	Swift	Swift
(In thousands)						
Facility and Equipment Leases	529	158	—	284	—	311
Other Services	27	410	94	35	31	35

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — CONTINUED**

Receivables and payables pertaining to related party transactions were:

	December 31, 2023		December 31, 2022	
	Receivable	Payable	Receivable	Payable
	(In thousands)			
Certain affiliates <sup>1</sup>	23	37	24	39

1 "Certain affiliates" includes entities that are associated with various board members and executives and require approval by the Audit Committee of the Board prior to completing transactions. Transactions with these entities generally include facility and equipment leases, equipment sales, and other services.

Aircraft Purchase — During the year ended December 31, 2023, the Company purchased an airplane for \$ 6.0 million from related parties.

---

**Note 25 — Information by Segment, Geography, and Customer Concentration**

**Segment Information**

Since the merger of Knight and Swift in 2017, the Company has grown both organically as well as through strategic acquisitions, including the ACT Acquisition in 2021 and the U.S. Xpress Acquisition in 2023. Additionally, the Company's various logistics and intermodal businesses have been re-organized with oversight by one segment leader respectively. Based on these events as well as the information reviewed by the Chief Operating Decision Makers ("CODMs"), the Company identified ten operating segments structured around the types of transportation services offerings provided to our customers, as well as the equipment utilized. The Company aggregated the three truckload operating segments into the one reportable segment discussed below based on similarities with both their qualitative and economic characteristics.

The Company has four reportable segments: Truckload, LTL, Logistics, and Intermodal, as well as certain other operating segments included within All Other Segments, discussed below. Based on how economic factors affect the nature, amount, timing, and uncertainty of revenue or cash flows, the Company disaggregates revenues by reportable segment for the purposes of applying the ASC 606 guidance.

**Truckload**

The Truckload reportable segment is comprised of three full truckload operating segments that provide similar transportation services to the Company's customers utilizing similar transportation equipment over both irregular (one-way movement) and/or dedicated routes. The Truckload reportable segment consists of irregular route and dedicated, refrigerated, expedited, flatbed, and cross-border operations.

**LTL**

Our LTL segment, established in 2021 through the ACT and MME acquisitions, is comprised of one operating segment and provides our customers with regional LTL transportation services through a network of approximately 120 service centers in the Company's geographical footprint. The Company's LTL service also includes national coverage to customers by utilizing partner carriers for areas outside of the Company's direct network.

**Logistics**

The Logistics reportable segment is comprised of one logistics operating segment that provides transportation services to the Company's customers and primarily consists of brokerage and other freight management services utilizing third-party transportation providers and their equipment.

**Intermodal**

The Intermodal reportable segment is comprised of one intermodal operating segment that provides transportation services to the Company's customers. These transportation services include arranging the movement of customers' freight through third-party intermodal rail services on the Company's trailing equipment (containers and trailers on flat cars), as well as drayage services to transport loads between the railheads and customer locations.

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — CONTINUED**

**All Other Segments**

The All Other Segments include four non-reportable operating segments that consist of support services provided to the Company's customers and independent contractors (including repair and maintenance shop services, equipment leasing, warranty services, and insurance), trailer parts manufacturing, warehousing, and certain driving academy activities, as well as certain corporate expenses (such as legal settlements and accruals, certain impairments, and amortization of intangibles related to the 2017 Merger and various acquisitions).

**Intersegment Eliminations**

Certain operating segments provide transportation and related services for other affiliates outside their segments. For certain operating segments, such services are billed at cost, and no profit is earned. For the other operating segments, revenues for such services are based on negotiated rates, and are reflected as revenues of the billing segment. These rates are adjusted from time to time, based on market conditions. Such intersegment revenues and expenses are eliminated in Knight-Swift's consolidated results.

The following tables present the Company's financial information by segment:

	2023			2022			2021
		(Dollars in thousands)					
<b>Total revenue:</b>							
Truckload	\$ 4,698,655	65.8 %	\$ 4,531,115	61.0 %	\$ 4,098,005	68.3 %	
LTL	\$ 1,082,454	15.2 %	\$ 1,069,554	14.4 %	\$ 396,308	6.6 %	
Logistics	\$ 582,250	8.2 %	\$ 920,707	12.4 %	\$ 817,003	13.6 %	
Intermodal	\$ 410,549	5.7 %	\$ 485,786	6.5 %	\$ 458,867	7.7 %	
Subtotal	\$ 6,773,908	94.9 %	\$ 7,007,162	94.3 %	\$ 5,770,183	96.2 %	
All Other Segments	\$ 462,061	6.5 %	\$ 516,735	7.0 %	\$ 306,414	5.1 %	
Intersegment eliminations	\$ ( 94,203 )	( 1.4 % )	\$ ( 95,315 )	( 1.3 % )	\$ ( 78,578 )	( 1.3 % )	
<b>Total revenue</b>	<b>\$ 7,141,766</b>	<b>100.0 %</b>	<b>\$ 7,428,582</b>	<b>100.0 %</b>	<b>\$ 5,998,019</b>	<b>100.0 %</b>	

	2023			2022			2021
		(Dollars in thousands)					
<b>Operating income (loss):</b>							
Truckload	\$ 297,977	88.1 %	\$ 746,581	68.4 %	\$ 784,436	81.2 %	
LTL	\$ 118,880	35.2 %	\$ 126,609	11.6 %	\$ 31,169	3.2 %	
Logistics	\$ 43,418	12.8 %	\$ 133,942	12.3 %	\$ 93,920	9.7 %	
Intermodal	\$ ( 10,507 )	( 3.1 % )	\$ 48,167	4.4 %	\$ 42,060	4.4 %	
Subtotal	\$ 449,768	133.0 %	\$ 1,055,299	96.7 %	\$ 951,585	98.5 %	
All Other Segments <sup>1</sup>	\$ ( 111,615 )	( 33.0 % )	\$ 36,529	3.3 %	\$ 14,112	1.5 %	
<b>Operating income</b>	<b>\$ 338,153</b>	<b>100.0 %</b>	<b>\$ 1,091,828</b>	<b>100.0 %</b>	<b>\$ 965,697</b>	<b>100.0 %</b>	

1 The \$ 111.6 million operating loss within our All Other Segments is primarily driven by the \$ 125.5 million operating loss in the third-party insurance business. See Note 12 for further discussion regarding the third-party insurance business.

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — CONTINUED**

	2023			2022			2021
		(Dollars in thousands)					
<b>Depreciation and amortization of property and equipment:</b>							
Truckload	\$ 504,378	75.9 %	\$ 453,562	76.2 %	\$ 422,558	80.9 %	
LTL	\$ 67,144	10.1 %	\$ 61,819	10.4 %	\$ 24,844	4.8 %	
Logistics	\$ 4,165	0.6 %	\$ 2,407	0.4 %	\$ 1,357	0.3 %	
Intermodal	\$ 19,621	3.0 %	\$ 16,727	2.8 %	\$ 15,345	2.9 %	
Subtotal	\$ 595,308	89.6 %	\$ 534,515	89.8 %	\$ 464,104	88.9 %	
All Other Segments	\$ 69,654	10.4 %	\$ 60,466	10.2 %	\$ 58,492	11.1 %	
Depreciation and amortization of property and equipment	\$ 664,962	100.0 %	\$ 594,981	100.0 %	\$ 522,596	100.0 %	

**Geographical Information**

In aggregate, operating revenue from the Company's foreign operations was less than 5.0 % of consolidated total revenue for each of 2023, 2022, and 2021. Additionally, long-lived assets on the balance sheets of the Company's foreign subsidiaries were less than 5.0 % of consolidated "Total assets" as of December 31, 2023 and 2022.

**Customer Concentration**

Services provided to the Company's largest customer generated 11.2 %, 13.1 %, and 16.1 % of total revenue in 2023, 2022, and 2021, respectively. Revenue generated by the Company's largest customer is reported in each of our reportable operating segments. No other customer accounted for 10.0 % or more of total revenue in 2023, 2022, or 2021.

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**

**ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE**

None.

**ITEM 9A. CONTROLS AND PROCEDURES**

**Disclosure Controls and Procedures**

As of the end of the period covered by this annual report on Form 10-K, we carried out an evaluation, under the supervision and with the participation of our management, including our CEO and CFO, of the effectiveness of our disclosure controls and procedures as such term is defined in Exchange Act Rules 13a-15(e) and 15d-15(e), including controls and procedures to timely alert management to material information relating to Knight-Swift Transportation Holdings Inc. and subsidiaries required to be included in our periodic SEC filings. Based on that evaluation, our CEO and CFO have concluded that our disclosure controls and procedures were effective as of the end of the period covered by this report.

**Changes in Internal Control over Financial Reporting**

There has been no significant change in our internal control over financial reporting during the quarter ended December 31, 2023 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

**Management's Report on Internal Control over Financial Reporting**

Management is responsible for establishing and maintaining adequate internal control over financial reporting as defined in Rules 13a-15(f) and 15d-15(f) under the Securities Exchange Act of 1934. The Company's internal control over financial reporting is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with accounting principles generally accepted in the United States. Internal control over financial reporting includes policies and procedures that:

- (1) pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the Company's assets;
- (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures are being made only in accordance with the authorization of management and directors of the Company; and
- (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the Company's assets that could have a material effect on the financial statements.

Because of inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Therefore, even those systems determined to be effective can provide only reasonable assurance with respect to financial statement preparation and presentation.

Under the supervision and with the participation of our CEO and CFO, management conducted an evaluation of the Company's internal control over financial reporting as of December 31, 2023. In making this evaluation, management used the criteria in *Internal Control - Integrated Framework*, issued in 2013 by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO"). Based on this assessment, management concluded that its internal control over financial reporting was effective as of December 31, 2023.

The effectiveness of internal control over financial reporting as of December 31, 2023 was audited by Grant Thornton LLP, the independent registered public accounting firm that also audited the Company's consolidated financial statements included in this Annual Report on Form 10-K. Grant Thornton LLP's report on the Company's internal control over financial reporting is included herein.

In July 2023, we completed the U.S. Xpress Acquisition. For further discussion of the U.S. Xpress Acquisition, refer to Note 4 in Part II, Item 8. We are in the process of evaluating the existing controls and procedures of U.S. Xpress and integrating U.S. Xpress in our disclosure controls and procedures and internal control over financial reporting. SEC guidance permits companies to exclude acquisitions from their assessment of internal control over financial reporting for the fiscal year in which the acquisition occurred, and our management has elected to exclude U.S. Xpress from its assessment. U.S. Xpress constituted 14.0% and 12.8% of our consolidated total assets and consolidated revenues, respectively, as of and for the year ended December 31, 2023.

## **REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

Board of Directors and Shareholders  
Knight-Swift Transportation Holdings Inc.

### **Opinion on internal control over financial reporting**

We have audited the internal control over financial reporting of Company (a Delaware corporation) and subsidiaries (the "Company") as of December 31, 2023, based on criteria established in the 2013 *Internal Control—Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO"). In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2023, based on criteria established in the 2013 *Internal Control—Integrated Framework* issued by COSO.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) ("PCAOB"), the consolidated financial statements of the Company as of and for the year ended December 31, 2023, and our report dated February 22, 2024 expressed an unqualified opinion on those financial statements.

### **Basis for opinion**

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's report on Internal Control over Financial Reporting ("Management's Report"). Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Our audit of, and opinion on, the Company's internal control over financial reporting does not include the internal control over financial reporting of U.S. Xpress Enterprises, Inc. ("U.S. Xpress"), a subsidiary, whose financial statements reflect total assets and revenues constituting 14.0 and 12.8 percent, respectively, of the related consolidated financial statement amounts as of and for the year ended December 31, 2023. As indicated in Management's Report, U.S. Xpress was acquired during 2023. Management's assertion on the effectiveness of the Company's internal control over financial reporting excluded internal control over financial reporting of U.S. Xpress.

### **Definition and limitations of internal control over financial reporting**

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**

/s/ GRANT THORNTON LLP

Phoenix, Arizona  
February 22, 2024

**ITEM 9B. OTHER INFORMATION**

During the quarter ended December 31, 2023, no director or officer adopted or terminated a Rule 10b5-1 trading arrangement or a non-Rule 10b5-1 trading arrangement.

**ITEM 9C DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS**

Not applicable.

**PART III**

**ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE**

The information required under this Item 10 is hereby incorporated by reference to the information set forth under the captions "Proposal No. 1: Election of Directors," "Management," "The Board of Directors and Corporate Governance — Code of Business Conduct and Ethics," "The Board of Directors and Corporate Governance — Nomination of Director Candidates," and "The Board of Directors and Corporate Governance — Board Committees" in the Company's definitive proxy statement for its 2024 Annual Meeting of Stockholders to be filed with the SEC.

**ITEM 11. EXECUTIVE COMPENSATION**

The information required under this Item 11 is hereby incorporated by reference to the information set forth under the captions "Executive Compensation," "Compensation Committee Interlocks and Insider Participation," and "Compensation Committee Report" in the Company's definitive proxy statement for its 2024 Annual Meeting of Stockholders to be filed with the SEC.

**ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS**

**Equity Plan Information**

**2014 Stock Plan** — Currently, the 2014 Stock Plan, as amended and restated, is the Company's only compensatory stock-based incentive plan. The previous 2014 stock plan replaced Swift's 2007 Omnibus Incentive Plan when it was adopted by Swift's board of directors in March 2014 and then approved by the Swift stockholders in May 2014. The previous 2014 stock plan was amended and restated to rename the plan and for other administrative changes relating to the 2017 Merger. The 2014 Stock Plan was again amended and restated in 2020 to increase the number of shares of common stock available for issuance and extended the term of the 2014 Stock Plan, as well as to amend certain provisions to comply with best practices. Other terms of the 2014 Stock Plan, as amended and restated, remain substantially the same as the previous 2014 stock plan and first amended and restated stock plan. The 2014 Stock Plan, as amended and restated, permits the payment of cash incentive compensation and authorizes the granting of stock options, stock appreciation rights, restricted stock and restricted stock units, performance shares and performance units, cash-based awards, and stock-based awards to the Company's employees and non-employee directors.

**2012 ESPP** — The 2012 ESPP, as amended, authorized the Company to issue shares of its common stock to eligible employees who participate in the plan.

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**

The following table represents securities authorized for issuance under the Company's stock plans at December 31, 2023:

<b>Plan Category:</b>	<b>Number of securities to be issued upon exercise of outstanding options, warrants and rights</b>	<b>Weighted-average exercise price of outstanding options, warrants and rights</b>	<b>Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))</b>
		<b>(a)</b>	<b>(b)</b>
Equity compensation plans approved by security holders	2,021,518	\$ —	4,928,799
Equity compensation plans not approved by security holders	—	—	—
<b>Total</b>	<b>2,021,518</b>	<b>\$ —</b>	<b>4,928,799</b>

Column (a) includes 2,021,518 shares of Knight-Swift common stock underlying outstanding restricted stock units and performance units. Because there is no exercise price associated with such awards, such equity awards are not included in the weighted-average exercise price calculation in column (b).

Columns (a) and (b) pertain to the 2014 Stock Plan. No amounts related to the 2012 ESPP are included in columns (a) or (b). Column (c) includes 4,141,833 shares available for issuance under the 2014 Stock Plan and 786,966 shares available for issuance under the 2012 ESPP.

Other information required under this Item 12 is hereby incorporated by reference to the information set forth under the caption "Security Ownership of Certain Beneficial Owners and Management" in the Company's definitive proxy statement for its 2024 Annual Meeting of Stockholders to be filed with the SEC.

**ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE**

The information required under this Item 13 is hereby incorporated by reference to the information set forth under the captions "Relationships and Related Party Transactions," "The Board of Directors and Corporate Governance — Composition of Board," "The Board of Directors and Corporate Governance — Board Leadership Structure," and "The Board of Directors and Corporate Governance — Board Committees" in the Company's definitive proxy statement for its 2024 Annual Meeting of Stockholders to be filed with the SEC.

**ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES**

The information required under this Item 14 is hereby incorporated by reference to the information set forth under the caption "Audit and Non-Audit Fees" in the Company's definitive proxy statement for its 2024 Annual Meeting of Stockholders to be filed with the SEC.

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**

**PART IV**

**ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES**

(a) List of documents filed as a part of this Form 10-K:

- (1) See the Consolidated Financial Statements included in Item 8 hereof.
- (2) Financial Statement Schedules are omitted since the required information is not present or is not present in the amounts sufficient to require submission of a schedule, or because the information required is included in the consolidated financial statements, including the notes thereto.

(b) Exhibits

Exhibit Number	Description	Page or Method of Filing
<u>2.1*</u>	<u>Agreement and Plan of Merger, dated as of April 9, 2017, by and among Swift Transportation Company, Bishop Merger Sub, Inc., and Knight Transportation, Inc.</u>	<u>Incorporated by reference to Exhibit 2.1 of Form 8-K filed on April 13, 2017</u>
<u>2.2*</u>	<u>Stock Purchase Agreement, dated as of July 5, 2021, by and among AAA Cooper Transportation, the Stockholders of AAA Cooper Transportation, Knight-Swift Transportation Holdings Inc., and Reid B. Dove, in his capacity as Sellers' Representative</u>	<u>Incorporated by reference to Exhibit 2.2 of Form 10-Q for the quarter ended September 30, 2021</u>
<u>2.3</u>	<u>Agreement and Plan of Merger, dated as of March 20, 2023, by and among Knight-Swift Transportation Holdings, Inc., U.S. Xpress Enterprises, Inc., and Liberty Merger Sub Inc.</u>	<u>Incorporated by reference to Exhibit 2.1 of Form 8-K filed on March 21, 2023</u>
<u>3.1</u>	<u>Fourth Amended and Restated Certificate of Incorporation of Knight-Swift Transportation Holdings Inc.</u>	<u>Incorporated by reference to Exhibit 3.1 of Form 10-Q for the quarter ended June 30, 2020</u>
<u>3.2</u>	<u>Fifth Amended and Restated By-laws of Knight-Swift Transportation Holdings Inc.</u>	<u>Incorporated by reference to Exhibit 3.1 of Form 8-K filed on November 12, 2023</u>
<u>4.1</u>	<u>Description of the Registrant's Securities</u>	<u>Filed herewith</u>
<u>10.1**</u>	<u>Knight Transportation, Inc. 2012 Equity Compensation Plan</u>	<u>Incorporated by reference to Appendix A to Knight's Definitive Proxy Statement on Schedule 14A filed April 6, 2012.</u>
<u>10.2**</u>	<u>Knight Transportation, Inc. Form of Stock Option Grant Agreement - Amended and Restated 2003 Stock Option and Equity Compensation Plan or 2012 Equity Compensation Plan</u>	<u>Incorporated by reference to Exhibit 10.5 to Knight's Report on Form 10-K for the year ended December 31, 2012</u>
<u>10.3**</u>	<u>Knight Transportation, Inc. Amended and Restated 2015 Omnibus Incentive Plan</u>	<u>Incorporated by reference to Exhibit 99.1 to Knight's Report on Form 8-K filed on April 29, 2015</u>
<u>10.4**</u>	<u>Knight Transportation, Inc. Amended and Restated 2003 Stock Option and Equity Compensation Plan</u>	<u>Incorporated by reference to Appendix B of Knight's Definitive Proxy Statement on Schedule 14A filed April 10, 2009</u>
<u>10.5**</u>	<u>Swift Transportation Co., Inc. Retirement Plan, effective January 1, 1992, amended and restated on January 1, 2007</u>	<u>Incorporated by reference to Exhibit 10.7 to Form S-1 Registration Statement No. 333-168257 filed on July 22, 2010</u>
<u>10.6**</u>	<u>Swift Transportation Company Form of Restricted Stock Grant Award Notice - 2014 Omnibus Incentive Plan</u>	<u>Incorporated by reference to Exhibit 10.13 of Form 10-K for the year ended December 31, 2015</u>
<u>10.7**</u>	<u>Swift Transportation Company Form of Restricted Stock Unit Award Notice - 2014 Omnibus Incentive Plan</u>	<u>Incorporated by reference to Exhibit 10.14 of Form 10-K for the year ended December 31, 2015</u>

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**

Exhibit Number	Description	Page or Method of Filing
<a href="#">10.8**</a>	<a href="#">Swift Transportation Company Form of Non-Qualified Stock Option Award Notice</a> <a href="#">incorporated by reference to Exhibit 10.15 of Form 10-K</a> <a href="#">- 2014 Omnibus Incentive Plan</a>	<a href="#">for the year ended December 31, 2015</a>
<a href="#">10.9**</a>	<a href="#">Swift Transportation Company Form of Performance Unit Award Notice - 2014</a> <a href="#">incorporated by reference to Exhibit 10.16 of Form 10-K</a> <a href="#">Omnibus Incentive Plan</a>	<a href="#">for the year ended December 31, 2015</a>
<a href="#">10.10</a>	<a href="#">Amended and Restated Receivables Purchase Agreement by and among Swift</a> <a href="#">incorporated by reference to Exhibit 10.1 to Form 10-Q</a> <a href="#">Receivables Company II, LLC, Swift Transportation Services, LLC, the</a> <a href="#">various Conduit Purchasers from time to time party thereto, the various</a> <a href="#">Related Committed Purchasers from time to time party thereto, the various</a> <a href="#">Purchase Agents from time to time party thereto, the various LC Participants</a> <a href="#">from time to time party thereto, and PNC Bank, National Association, as</a> <a href="#">administrator and LC Bank, dated June 14, 2013</a>	<a href="#">for the quarter ended June 30, 2013</a>
<a href="#">10.11</a>	<a href="#">First Amendment to Amended and Restated Receivables Purchase Agreement</a> <a href="#">incorporated by reference to Exhibit 10.19 of Form 10-K</a> <a href="#">by and among Swift Receivables Company II, LLC, Swift Transportation</a> <a href="#">Services, LLC, the various Conduit Purchasers party thereto, the various</a> <a href="#">Related Committed Purchasers party thereto, the various Purchase Agents</a> <a href="#">party thereto, the various LC Participants party thereto, and PNC Bank,</a> <a href="#">National Association, as administrator and LC Bank, dated September 25,</a> <a href="#">2013</a>	<a href="#">for the year ended December 31, 2015</a>
<a href="#">10.12</a>	<a href="#">Second Amendment to Amended and Restated Receivables Purchase</a> <a href="#">Agreement by and among Swift Receivables Company II, LLC, Swift</a> <a href="#">Transportation Services, LLC, the various Conduit Purchasers party thereto,</a> <a href="#">the various Related Committed Purchasers party thereto, the various</a> <a href="#">Purchase Agents party thereto, the various LC Participants party thereto,</a> <a href="#">and PNC Bank, National Association, as administrator and LC Bank, dated</a> <a href="#">March 31, 2015</a>	<a href="#">incorporated by reference to Exhibit 10.1 of Form 10-Q</a> <a href="#">for the quarter ended March 31, 2015</a>
<a href="#">10.13</a>	<a href="#">Third Amendment to Amended and Restated Receivables Purchase Agreement</a> <a href="#">incorporated by reference to Exhibit 10.18 of Form 10-K</a> <a href="#">by and among Swift Receivables Company II, LLC, Swift Transportation</a> <a href="#">Services, LLC, the various Conduit Purchasers party thereto, the various</a> <a href="#">Related Committed Purchasers party thereto, the various Purchase Agents</a> <a href="#">party thereto, the various LC Participants party thereto, and PNC Bank,</a> <a href="#">National Association, as administrator and LC Bank, dated December 10,</a> <a href="#">2015</a>	<a href="#">for the year ended December 31, 2015</a>
<a href="#">10.14**</a>	<a href="#">Swift Transportation Company Deferred Compensation Plan, as amended and restated</a>	<a href="#">incorporated by reference to Exhibit 10.3 of Form 10-Q</a> <a href="#">for the quarter ended March 31, 2016</a>
<a href="#">10.15**</a>	<a href="#">First Amendment to Swift Transportation Company Deferred Compensation Plan</a> <a href="#">as amended and restated</a>	<a href="#">incorporated by reference to Exhibit 10.4 of Form 10-Q</a> <a href="#">for the quarter ended March 31, 2016</a>
<a href="#">10.16**</a>	<a href="#">Second Amendment to Swift Transportation Company Deferred Compensation Plan, as amended and restated</a>	<a href="#">incorporated by reference to Exhibit 10.25 of Form 10-K</a> <a href="#">for the year ended December 31, 2018</a>
<a href="#">10.17**</a>	<a href="#">Third Amendment to Swift Transportation Company Deferred Compensation Plan, as amended and restated</a>	<a href="#">incorporated by reference to Exhibit 10.26 of Form 10-K</a> <a href="#">for the year ended December 31, 2018</a>
<a href="#">10.18</a>	<a href="#">Stockholders Agreement, dated as of April 9, 2017 among Swift Transportation Company, Jerry Moyes, Vickie Moyes, Jerry and Vickie Moyes Family Trust</a> <a href="#">Dated 12/11/87, an Arizona grantor trust, LynDee Moyes Nester, Michael</a> <a href="#">Moyes, and the Persons that may join from time to time</a>	<a href="#">incorporated by reference to Exhibit 10.3 of Form 8-K</a> <a href="#">filed on April 13, 2017</a>
<a href="#">10.19</a>	<a href="#">Stockholders Agreement, dated as of April 9, 2017, among Swift Transportation Company, Gary J. Knight, The Gary J. Knight Revocable Living Trust dated May 19, 1993, as amended, and the Persons that may join from time to time</a>	<a href="#">incorporated by reference to Exhibit 10.4 of Form 8-K</a> <a href="#">filed on April 13, 2017</a>

**Table of Contents Glossary of Terms**

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**

Exhibit Number	Description	Page or Method of Filing
<a href="#">10.20</a>	<a href="#">Stockholders Agreement, dated as of April 9, 2017, among Swift Transportation Incorporated by reference to Exhibit 10.5 of Form 8-K Company, Kevin P. Knight, The Kevin and Sydney Knight Revocable Living Trust dated March 25, 1994, as amended, and the Persons that may join from time to time</a>	<a href="#">filed on April 13, 2017</a>
<a href="#">10.21</a>	<a href="#">Letter Agreement, dated as of April 9, 2017, by and between Swift Transportation Incorporated by reference to Exhibit 10.6 of Form 8-K Company and Jerry Moyes</a>	<a href="#">filed on April 13, 2017</a>
<a href="#">10.22**</a>	<a href="#">Swift Transportation Company Form of Restricted Stock Unit Award Notice (Executive) - 2014 Omnibus Incentive Plan</a>	<a href="#">Incorporated by reference to Exhibit 10.2 of Form 8-K filed on May 31, 2017</a>
<a href="#">10.23**</a>	<a href="#">Swift Transportation Company Form of Restricted Stock Unit Award Notice (Standard) - 2014 Omnibus Incentive Plan</a>	<a href="#">Incorporated by reference to Exhibit 10.3 of Form 8-K filed on May 31, 2017</a>
<a href="#">10.24**</a>	<a href="#">Knight-Swift Transportation Holdings Inc. Amended and Restated 2012 Employee Stock Purchase Plan</a>	<a href="#">Incorporated by reference to Exhibit 10.39 of Form 10-K for the year ended December 31, 2017</a>
<a href="#">10.25**</a>	<a href="#">Knight-Swift Transportation Holdings Inc. Second Amended and Restated 2014 Omnibus Incentive Plan</a>	<a href="#">Incorporated by reference to Appendix B of Definitive Proxy Statement on Schedule 14A filed on April 9, 2020</a>
<a href="#">10.26**</a>	<a href="#">Knight-Swift Transportation Holdings Inc. Form of Restricted Stock Unit Award Notice - 2014 Omnibus Incentive Plan</a>	<a href="#">Incorporated by reference to Exhibit 10.41 of Form 10-K for the year ended December 31, 2017</a>
<a href="#">10.27</a>	<a href="#">Third Omnibus Amendment and Consent, by and among the Originators party thereto, Knight-Swift Transportation Holdings Inc., as successor by merger with Swift Transportation Company, Swift Receivables Company II, LLC, Swift Transportation Services, LLC, the Conduit Purchasers party thereto, the Related Committed Purchasers party thereto, the Purchaser Agents party thereto, the LC Participants party thereto and PNC Bank, National Association, as LC Bank and as administrator</a>	<a href="#">Incorporated by reference to Exhibit 10.42 of Form 10-K for the year ended December 31, 2017</a>
<a href="#">10.28</a>	<a href="#">Fourth Amendment to Amended and Restated Receivables Purchase Agreement, by and among Swift Receivables Company II, LLC, Swift Transportation Services, LLC, the various Conduit Purchasers party thereto, the various Related Committed Purchasers party thereto, the various Purchase Agents party thereto, the various LC Participants party thereto, and PNC Bank, National Association, as administrator and LC Bank, dated July 11, 2018</a>	<a href="#">Incorporated by reference to Exhibit 10.38 of Form 10-K for the year ended December 31, 2018</a>
<a href="#">10.29**</a>	<a href="#">Form of RSU Award Notice 2018 (Share Settled)</a>	<a href="#">Incorporated by reference to Exhibit 10.1 of Form 10-Q for the quarter ended June 30, 2019</a>
<a href="#">10.30**</a>	<a href="#">Form of PU Award Notice 2018 (Share Settled)</a>	<a href="#">Incorporated by reference to Exhibit 10.2 of Form 10-Q for the quarter ended June 30, 2019</a>
<a href="#">10.31**</a>	<a href="#">Form of RSU Award Notice 2018 (Cash Settled)</a>	<a href="#">Incorporated by reference to Exhibit 10.3 of Form 10-Q for the quarter ended June 30, 2019</a>
<a href="#">10.32**</a>	<a href="#">Form of PU Award Notice 2018 (Cash Settled)</a>	<a href="#">Incorporated by reference to Exhibit 10.4 of Form 10-Q for the quarter ended June 30, 2019</a>
<a href="#">10.33**</a>	<a href="#">Form of RSU Award Notice 2019 (Share Settled)</a>	<a href="#">Incorporated by reference to Exhibit 10.42 of Form 10-K for the year ended December 31, 2019</a>
<a href="#">10.34**</a>	<a href="#">Form of Relative PU Award Notice 2019 (Share Settled)</a>	<a href="#">Incorporated by reference to Exhibit 10.43 of Form 10-K for the year ended December 31, 2019</a>
<a href="#">10.35**</a>	<a href="#">Form of Target PU Award Notice 2019 (Share Settled)</a>	<a href="#">Incorporated by reference to Exhibit 10.44 of Form 10-K for the year ended December 31, 2019</a>

**Table of Contents Glossary of Terms**

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**

Exhibit Number	Description	Page or Method of Filing
<a href="#">10.36**</a>	<a href="#">Form of RSU Award Notice 2019 (Cash Settled)</a>	<a href="#">Incorporated by reference to Exhibit 10.45 of Form 10-K for the year ended December 31, 2019</a>
<a href="#">10.37**</a>	<a href="#">Form of Relative PU Award Notice 2019 (Cash Settled)</a>	<a href="#">Incorporated by reference to Exhibit 10.46 of Form 10-K for the year ended December 31, 2019</a>
<a href="#">10.38**</a>	<a href="#">Form of Target PU Award Notice 2019 (Cash Settled)</a>	<a href="#">Incorporated by reference to Exhibit 10.47 of Form 10-K for the year ended December 31, 2019</a>
<a href="#">10.39**</a>	<a href="#">First Amendment to the Knight-Swift Transportation Holding Inc. Amended and Restated 2012 Employee Stock Purchase Plan</a>	<a href="#">Incorporated by reference to Exhibit 10.1 of Form 10-Q for the quarter ended March 31, 2020</a>
<a href="#">10.40**</a>	<a href="#">Form of RSU Award Notice 2020</a>	<a href="#">Incorporated by reference to Exhibit 10.1 of Form 10-Q for the quarter ended June 30, 2020</a>
<a href="#">41**</a>	<a href="#">Form of Target PU Award Notice 2020 (Share Settled)</a>	<a href="#">Incorporated by reference to Exhibit 10.46 of Form 10-K for the year ended December 31, 2020</a>
<a href="#">42</a>	<a href="#">Fifth Amendment to Amended and Restated Receivables Purchase Agreement by and among Swift Receivables Company II, LLC, Swift Transportation Services, LLC, the various Conduit Purchasers party thereto, the various Related Committed Purchasers party thereto, the various Purchase Agents party thereto, the various LC Participants party thereto, and PNC Bank, National Association, as administrator and LC Bank, dated April 23, 2021.</a>	<a href="#">Incorporated by reference to Exhibit 10.1 of Form 10-Q for the quarter ended June 30, 2021</a>
<a href="#">10.43</a>	<a href="#">Credit Agreement, dated as of September 3, 2021, by and among Knight-Swift Transportation Holdings Inc., the lenders thereto, Bank of America, N.A., as Administrative Agent, Swingline Lender and Issuing Lender, and Wells Fargo Bank, National Association and PNC Bank National Association, as Co-Syndication Agents</a>	<a href="#">Incorporated by reference to Exhibit 10.2 of Form 10-Q for the quarter ended September 30, 2021</a>
<a href="#">10.44**</a>	<a href="#">Form of Senior Executive RSU Award Notice 2022</a>	<a href="#">Incorporated by reference to Exhibit 10.1 of Form 10-Q for the quarter ended March 31, 2022</a>
<a href="#">10.45</a>	<a href="#">Sixth Amendment to Amended and Restated Receivables Purchase Agreement by and among Swift Receivables Company II, LLC, Swift Transportation Services, LLC, the various Conduit Purchasers party thereto, the various Related Committed Purchasers party thereto, the various Purchase Agents party thereto, the various LC Participants party thereto, and PNC Bank, National Association, as administrator and LC Bank, dated October 3, 2022</a>	<a href="#">Incorporated by reference to Exhibit 10.49 of Form 10-K for the year ended December 31, 2022</a>
<a href="#">10.46</a>	<a href="#">Rollover Agreement, dated March 20, 2023, by and among Knight-Swift Transportation Holdings Inc., Liberty Holdings Topco LLC, Max L. Fuller, William Eric Fuller, and each of the other Stockholders set forth on Schedule A thereto</a>	<a href="#">Incorporated by reference to Exhibit 10.1 of Form 10-Q for the quarter ended March 31, 2023</a>
<a href="#">10.47</a>	<a href="#">Form of Amended and Restated Limited Liability Company Agreement of Liberty Holdings Topco LLC</a>	<a href="#">Incorporated by reference to Exhibit 10.2 of Form 10-Q for the quarter ended March 31, 2023</a>
<a href="#">10.48</a>	<a href="#">Irrevocable Proxy and Agreement, dated March 20, 2023, by and among each Stockholder of U.S. Xpress Enterprises, Inc. set forth on Schedule A thereto and U.S. Xpress Enterprises, Inc.</a>	<a href="#">Incorporated by reference to Exhibit 10.3 of Form 10-Q for the quarter ended March 31, 2023</a>

**Table of Contents Glossary of Terms**

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**

Exhibit Number	Description	Page or Method of Filing
<a href="#">10.49*</a>	<a href="#">Credit Agreement, dated as of June 22, 2023, by and among Knight-Swift Transportation Holdings Inc., the Lender referred to therein, Bank of America, N.A., as Administrative Agent, and PNC Bank National Association and Wells Fargo Bank, National Association as Lenders and Co-Syndication Agents</a>	<a href="#">Incorporated by reference to Exhibit 10.1 of Form 10-Q for the quarter ended June 30, 2023</a>
<a href="#">10.50</a>	<a href="#">Seventh Amendment to Amended and Restated Receivables Purchase Agreement, by and among Swift Receivables Company II, LLC, Swift Transportation Services, LLC, the various Conduit Purchasers party thereto, the various Related Committed Purchasers party thereto, the various Purchase Agents party thereto, the various LC Participants party thereto, and PNC Bank, National Association, as administrator and LC Bank, dated October 23, 2023</a>	<a href="#">Filed herewith</a>
<a href="#">21.1</a>	<a href="#">Subsidiaries of Knight-Swift Transportation Holdings Inc.</a>	<a href="#">Filed herewith</a>
<a href="#">23.1</a>	<a href="#">Consent of Grant Thornton</a>	<a href="#">Filed herewith</a>
<a href="#">31.1</a>	<a href="#">Certification pursuant to Item 601(b)(31) of Regulation S-K, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002, by David A. Jackson, the Company's Chief Executive Officer (principal executive officer)</a>	<a href="#">Filed herewith</a>
<a href="#">31.2</a>	<a href="#">Certification pursuant to Item 601(b)(31) of Regulation S-K, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002, by Adam W. Miller, the Company's Chief Financial Officer (principal financial officer)</a>	<a href="#">Filed herewith</a>
<a href="#">32.1</a>	<a href="#">Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, by David A. Jackson, the Company's Chief Executive Officer</a>	<a href="#">Filed herewith</a>
<a href="#">32.2</a>	<a href="#">Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, by Adam W. Miller, the Company's Chief Financial Officer</a>	<a href="#">Filed herewith</a>
<a href="#">97.1</a>	<a href="#">Knight-Swift Transportation Holdings Inc. Clawback Policy</a>	<a href="#">Filed herewith</a>
<a href="#">101.INS</a>	<a href="#">Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document</a>	<a href="#">Filed herewith</a>
<a href="#">101.SCH</a>	<a href="#">XBRL Taxonomy Extension Schema Document</a>	<a href="#">Filed herewith</a>
<a href="#">101.CAL</a>	<a href="#">XBRL Taxonomy Calculation Linkbase Document</a>	<a href="#">Filed herewith</a>
<a href="#">101.DEF</a>	<a href="#">XBRL Taxonomy Extension Definition Document</a>	<a href="#">Filed herewith</a>
<a href="#">101.LAB</a>	<a href="#">XBRL Taxonomy Label Linkbase Document</a>	<a href="#">Filed herewith</a>
<a href="#">101.PRE</a>	<a href="#">XBRL Taxonomy Presentation Linkbase Document</a>	<a href="#">Filed herewith</a>
<a href="#">104</a>	<a href="#">Cover Page Interactive Data File (formatted in Inline XBRL and contained in Exhibit 101)</a>	<a href="#">Filed herewith</a>

\* Schedules have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Company agrees to furnish to the SEC a supplemental copy of any omitted schedule upon request by the SEC.

\*\* Management contract or compensatory plan, contract, or arrangement.

**ITEM 16. 10-K SUMMARY**

Not applicable.

**KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**

**SIGNATURES**

Pursuant to the requirement of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.

By: /s/ David A. Jackson

David A. Jackson

President and Chief Executive Officer

in his capacity as such and on behalf of the registrant

February 22, 2024

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the date indicated.

Signature and Title	Date	Signature and Title	Date
<u>/s/ David A. Jackson</u> David A. Jackson President, Chief Executive Officer, and Director (Principal Executive Officer)	February 22, 2024	<u>/s/ Michael Garnreiter</u> Michael Garnreiter Director	February 22, 2024
<u>/s/ Adam W. Miller</u> Adam W. Miller Chief Financial Officer (Principal Financial Officer)	February 22, 2024	<u>/s/ Robert Synowicki, Jr.</u> Robert Synowicki, Jr. Director	February 22, 2024
<u>/s/ Cary M. Flanagan</u> Cary M. Flanagan Chief Accounting Officer (Principal Accounting Officer)	February 22, 2024	<u>/s/ David Vander Ploeg</u> David Vander Ploeg Director	February 22, 2024
<u>/s/ Kevin P. Knight</u> Kevin P. Knight Executive Chairman	February 22, 2024	<u>/s/ Kathryn Munro</u> Kathryn Munro Director	February 22, 2024
<u>/s/ Gary J. Knight</u> Gary J. Knight Executive Vice Chairman	February 22, 2024	<u>/s/ Roberta Roberts Shank</u> Roberta Roberts Shank Director	February 22, 2024
<u>/s/ Reid B. Dove</u> Reid B. Dove Director	February 22, 2024	<u>/s/ Louis Hobson</u> Louis Hobson Director	February 22, 2024
<u>/s/ Jessica Powell</u> Jessica Powell Director	February 22, 2024	<u>/s/ Amy Boerger</u> Amy Boerger Director	February 22, 2024

**DESCRIPTION OF THE REGISTRANT'S SECURITIES  
REGISTERED PURSUANT TO SECTION 12 OF THE  
SECURITIES EXCHANGE ACT OF 1934**

The following summary describes the common stock, par value \$0.01 per share (the "Common Stock"), of Knight-Swift Transportation Holdings Inc. (the "Company," "we," "us" or "our") which are the only securities of the Company registered pursuant to Section 12 of the Securities Exchange Act of 1934, as amended (the "Exchange Act").

The summary of the general terms and provisions of our Common Stock set forth below does not purport to be complete and is subject to and qualified by reference to the Company's Fourth Amended and Restated Certificate of Incorporation (the "Certificate") and Fifth Amended and Restated By-laws ("By-laws"), as well as the Swift Stockholders Agreement (as defined below) and the Knight Stockholders Agreements (as defined below). For additional information, please read the Certificate, By-laws, the Swift Stockholders Agreement, the Knight Stockholders Agreements and the applicable provisions of the General Corporation Law of Delaware (the "DGCL").

**Authorized Shares of Capital Stock**

Our Certificate authorizes us to issue 500,000,000 shares of Common Stock and 10,000,000 shares of preferred stock, each par value \$0.01 per share.

**Common Stock**

The holders of the Common Stock have and possess all rights pertaining to the capital stock of the Company, subject to the preferences, qualifications, limitations, voting rights and restrictions with respect to any one or more series of preferred stock of the Company that may be issued with any preference or priority over the Common Stock.

***Voting***

Except as may be provided for under the terms of any one or more series of preferred stock that may in the future be issued, the holders of our Common Stock have the sole power to vote for the election of directors and for all other purposes.

No holder of our Common Stock has the right to cumulate votes in the election of directors or for any other purpose.

***Dividends***

Except as otherwise provided by law or under the terms of any one or more series of preferred stock that may in the future be issued, the holders of our Common Stock are entitled to receive such dividends and other distributions in cash, stock or property of the Company as from time to time may be declared by our board of directors.

## ***Liquidation***

In the event of any liquidation, dissolution or winding up of the Company, whether voluntary or involuntary, subject to the rights, if any, of the holders of any one or more series of preferred stock then outstanding, the holders of our Common Stock are entitled to share ratably according to the number of shares held by them in all assets of the Company available for distribution to its stockholders.

## ***Preemptive or Similar Rights***

No holder of our Common Stock has any preferential or preemptive rights.

## **Takeover Defense**

## **Authorized Shares**

The authorized but unissued shares of our Common Stock and preferred stock are available for future issuance without stockholder approval. These additional shares may be utilized for a variety of corporate purposes, including future public offerings to raise additional capital, corporate acquisitions and employee benefit plans.

Our board of directors has the sole authority to determine the terms of any one or more series of preferred stock, including voting rights, dividend rates, conversion and redemption rights and liquidation preferences.

## **Classified Board of Directors**

Our classified board structure will be phased-out over a three-year period beginning at the 2021 Annual Meeting of Stockholders, as follows:

- The Class I directors whose terms expire at the 2021 Annual Meeting of Stockholders will continue to serve until the 2021 Annual Meeting of Stockholders and any director nominees at the 2021 Annual Meeting of Stockholders will stand for election to two-year terms expiring at the 2023 Annual Meeting of Stockholders;
- The Class II directors whose terms expire at the 2022 Annual Meeting of Stockholders will continue to serve until the 2022 Annual Meeting of Stockholders and any director nominees at the 2022 Annual Meeting will stand for election to one-year terms expiring at the 2023 Annual Meeting of Stockholders; and
- Beginning with the 2023 Annual Meeting of Stockholders, our board of directors will no longer be classified and all director nominees will stand for election annually.

### **Director Removal**

Until the 2023 Annual Meeting of Stockholders, by virtue of our classified board structure, under the DGCL our directors can only be removed by stockholders for cause and then only by the affirmative vote of a majority in voting power of the issued and outstanding Common Stock, subject to the rights, if any, of the holders of any one or more series of preferred stock then outstanding. From and after the 2023 Annual Meeting of Stockholders, any director may be removed from office, with or without cause, by the affirmative vote of the holders of at least a majority in voting power of the issued and outstanding capital stock of the Company entitled to vote in the election of directors.

### **Requirements for Advance Notification of Stockholder Nominations**

Our Certificate and By-laws establish advance notice procedures with respect to stockholder proposals and the nomination of candidates for election as directors, other than nominations made by or at the direction of our board of directors or a committee of our board of directors.

### **Stockholder Meetings**

Our Certificate and By-laws provide that special meetings of the stockholders may be called for any purpose or purposes at any time by a majority of our board of directors or by the Chairman of our board of directors, our Chief Executive Officer or our lead independent director, if any. In addition, our Certificate provides that a holder, or a group of holders, holding at least 20% of our outstanding Common Stock may cause the Company to call a special meeting of the stockholders for any purpose or purposes at any time subject to certain restrictions.

### **Action by Stockholders Without a Meeting**

Our Certificate provides that any action required or permitted to be taken at a meeting of the stockholders of the Company may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the stockholders of the Company entitled to vote with respect to the subject matter thereof.

### **No Cumulative Voting**

The DGCL provides that stockholders are not entitled to the right to cumulate votes in the election of directors unless a corporation's certificate of incorporation provides otherwise. Our Certificate and By-Laws do not provide for cumulative voting in the election of directors.

### **Exclusive Jurisdiction**

Our Certificate provides that the Delaware Court of Chancery is the exclusive forum for any derivative action or proceeding brought on behalf of the Company, any action asserting a claim of breach of fiduciary duty and any action asserting a claim pursuant to the DGCL, our Certificate or By-laws or under the internal affairs doctrine.

## **Section 203**

We are subject to Section 203 of the DGCL, which prohibits a Delaware corporation from engaging in any business combination with any interested stockholder for a period of three years after the date that such stockholder became an interested stockholder, with the following exceptions:

- before such date, our board of directors approved either the business combination or the transaction that resulted in the stockholder becoming an interested stockholder;
- upon completion of the transaction that resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction began, excluding for purposes of determining the voting stock outstanding (but not the outstanding voting stock owned by the interested stockholder) those shares owned (i) by persons who are directors and also officers and (ii) employee stock plans in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer; or
- on or after such date, the business combination is approved by the board of directors and authorized at an annual or special meeting of the stockholders, and not by written consent, by the affirmative vote of the holders of at least 66 2/3% of the outstanding voting stock that is not owned by the interested stockholder.

In general, Section 203 defines business combination to include the following:

- any merger or consolidation involving the corporation and the interested stockholder;
- any sale, transfer, pledge or other disposition of 10% or more of the assets of the corporation involving the interested stockholder;
- subject to certain exceptions, any transaction that results in the issuance or transfer by the corporation of any stock of the corporation to the interested stockholder;
- any transaction involving the corporation that has the effect of increasing the proportionate share of the stock or any class or series of the corporation beneficially owned by the interested stockholder; or
- the receipt by the interested stockholder of the benefit of any loans, advances, guarantees, pledges or other financial benefits by or through the corporation.

In general, Section 203 defines an “interested stockholder” as an entity or person who, together with the person’s affiliates and associates, beneficially owns, or within three years prior to the time of determination of interested stockholder status did own, 15% or more of the outstanding voting stock of the corporation.

A Delaware corporation may “opt out” of Section 203 with an express provision in its original certificate of incorporation or an express provision in its certificate of incorporation or by-laws resulting from amendments approved by holders of at least a majority of the corporation’s outstanding voting shares. The Company has not elected to “opt out” of Section 203.

#### ***Proxy Access Provision of Our By-laws***

Our By-Laws permit a stockholder, or a group of up to 20 stockholders, owning 3% or more of the Company’s outstanding Common Stock continuously for at least three years to nominate and include in the Company’s proxy materials director nominees not to exceed the greater of (i) 20% of our board of directors or (ii) two directors, provided that the stockholder(s) and the nominee(s) satisfy the procedural and eligibility requirements specified in our By-laws.

#### ***Swift Stockholders Agreement***

On April 9, 2017, in connection with the execution of the merger agreement between Knight Transportation, Inc. and Swift Transportation Company (renamed Knight-Swift Transportation Holdings Inc. in the merger), Jerry Moyes, Vickie Moyes, the Jerry and Vickie Moyes Family Trust Dated 12/11/87, and two of Mr. and Mrs. Moyes’ adult children (collectively, the “Swift Supporting Stockholders”) and Swift Transportation Company entered into a stockholders agreements (the “Swift Stockholders Agreement”).

Pursuant to the terms of the Swift Stockholders Agreement, except as otherwise provided therein, in connection with each annual meeting of stockholders or other meeting of stockholders of the Company at which directors are elected occurring during the period of time between the effective time of the merger and the time that the Swift Supporting Stockholders collective beneficial ownership percentage of the Company (the “Moyes Percentage Interest”) first drops below 5% (the “Designation Period”) (i) Jerry Moyes (or his successor) shall have the right to designate for nomination by the board of directors for election as director(s) up to two individuals selected by Jerry Moyes (or his successor) and approved by the board of directors for election or appointment as a director (each, a “Qualified Designee”), such approval not to be unreasonably withheld or conditioned, (ii) the board of directors shall include any Qualified Designee(s) designated in accordance with clause (i) above in the slate of nominees nominated by the board of directors for election at such meeting and recommend that the Company’s stockholders vote in favor of the election of such Qualified Designee(s) at such meeting and (iii) the Company shall solicit from its stockholders eligible to vote for the election of directors proxies in favor of the election of such Qualified Designee(s) as directors. In accordance with the Swift Stockholders Agreement, one of the Qualified Designees must be independent (as defined in the Swift Stockholders Agreement). The number of Qualified Designees that Jerry Moyes has

the right to designate is reduced to one if the Swift Supporting Stockholders collective beneficial ownership percentage of the Company (the "Moyes Percentage Interest") drops below 12.5%. In any event, the number of Qualified Designees that Jerry Moyes has the right to designate is reduced by the number of Qualified Designees already serving on the board with a term in office that extends beyond the applicable meeting.

In addition, without the prior written consent of the majority of the directors of the Company (excluding those directors designated by Jerry Moyes), during any period after the closing of the transaction in which the Moyes Percentage Interest is equal to or in excess of 5% (the "Moyes Restricted Period"), each Swift Supporting Stockholder shall not, and shall cause certain entities in which it holds the sole voting power (the "Specified Entities") and its controlled affiliates and his, her or its or his, her or its controlled affiliates' or the Specified Entities' respective advisors, agents and representatives (in each case, acting on such Swift Supporting Stockholder's or any such affiliate's or Specified Entity's behalf) not to, directly or indirectly (including by means of any derivative instrument, through one or more intermediaries or otherwise), acquire, agree to acquire, or make a proposal to acquire beneficial ownership of any outstanding shares of capital stock of the Company having the right to vote generally in the election of directors of the Company if, after giving effect to such acquisition, the Moyes Percentage Interest would exceed by more than two percentage points the Moyes Percentage Interest as of immediately after the effective time of the merger; provided that the foregoing does not prohibit the receipt by any Swift Supporting Stockholder of a grant of equity securities issued to him or her by the Company in his or her capacity as an officer, director or employee of the Company.

Further, the Swift Supporting Stockholders agree that, during the Restricted Period, without the prior written consent of the majority of the directors of the Company (excluding those directors designated by Jerry Moyes), each Swift Supporting Stockholder shall not, and shall cause his, her or its controlled affiliates and the Specified Entities and his, her or its or his, her or its controlled affiliates' and the Specified Entities' respective advisors, agents and representatives (in each case, acting on such Swift Supporting Stockholder's or any such affiliate's or Specified Entity's behalf):

- seek, make or take any action to solicit, initiate or knowingly encourage, any offer or proposal for, or any indication of interest in, a merger, consolidation, tender or exchange offer, sale or purchase of assets or securities or other business combination or any dissolution, liquidation, restructuring, recapitalization or similar transaction in each case involving the Company or any of its subsidiaries or the acquisition of any equity interest in, or a substantial portion of the assets of the Company or any of its subsidiaries (other than an acquisition of beneficial ownership permitted by the Swift Stockholders Agreement);
- form or join or in any way participate in a "group" as defined in Section 13(d)(3) of the Exchange Act with respect to any outstanding shares of capital stock of the Company having the right to vote generally in the election of directors of the

Company (other than a group composed solely of Swift Supporting Stockholders or any Specified Entities);

- make, or direct any person to make or in any way participate in (including announcing its intention to vote with any person), or direct anyone to participate in, directly or indirectly, any “solicitation” of “proxies” to vote (as such terms are used in the rules of the SEC) any outstanding shares of capital stock of the Company having the right to vote generally in the election of directors of the Company or to take stockholder action by written consent, except as expressly contemplated in Section 2.01 of the Swift Stockholders Agreement;
- call or request the calling of a meeting of the Company’s stockholders, submit any proposal for action by the stockholders of the Company, request the removal of any member of the board of directors or nominate candidates for election to the board of directors;
- make a claim or otherwise commence litigation against the Company or any of its subsidiaries or any of their respective directors, officers or employees (provided that the foregoing shall not prohibit a Swift Supporting Stockholder or any of its, his or her affiliates from making a claim or otherwise commencing litigation against the Company or any of its subsidiaries to enforce rights (i) under legally binding contracts it, he or she has entered with the Company or any of its subsidiaries or (ii) relating to indemnification by the Company or any of its subsidiaries pursuant to their articles of incorporation, certificate of incorporation, bylaws or similar governing document);
- make any public statement that disparages the Company or any of its subsidiaries or any of their respective directors, officers, employees or businesses;
- publicly disclose any intention, plan or arrangement inconsistent with the foregoing or make any public statement or disclosure regarding any of the matters set forth in Article III of the Swift Stockholders Agreement; or
- publicly request, propose or otherwise seek an amendment or waiver of the provisions of Article III of the Swift Stockholders Agreement.

Also, the Swift Supporting Stockholders agree that, during the Moyes Restricted Period, any transfer by any Swift Supporting Stockholder or Specified Entity of outstanding shares of capital stock of the Company having the right to vote generally in the election of directors of the Company shall be subject to the following limitations:

- no such shares may be transferred to any person or “group” as defined in Section 13(d)(3) of the Exchange Act, if, after giving effect to such transfer such person or “group” as defined in Section 13(d)(3) of the Exchange Act would, to the knowledge of any Swift Supporting Stockholder, beneficially own, or have the

right to acquire, 7% or more of the voting power of the Company, unless such transfer is to any member of the family of a Swift Supporting Stockholder, but only if such family member agrees to be bound by the terms of the applicable Swift Stockholders Agreement as a stockholder and execute a joinder reasonably satisfactory to the Company at the time of such transfer;

- no such shares may be transferred to any competitor of the Company or any of its subsidiaries (as reasonably determined by the Company); and
- if such transfer is an open market sale, such transfer shall be made in accordance with the volume and manner of sale restrictions under Paragraphs (e)(1) and (f) of Rule 144 under the Securities Act (regardless of whether the volume and manner of sale restrictions therein are otherwise applicable).

The foregoing restrictions on transfer do not apply to (i) sales under the registration rights agreement between Jerry Moyes, Swift Transportation Company, and the other parties thereto dated December 21, 2010, (ii) transfers pursuant to any offer or transaction approved or recommended by a majority of the directors of the Company (excluding those directors designated by Jerry Moyes) or (iii) certain continuations, renewals or replacements of specified hedging and pledging transactions.

In particular, so long as Jerry Moyes is a director of the Company or is otherwise subject to any trading or pledging policy, he will be permitted to (i) maintain existing hedging and pledging arrangements and (ii) to the extent necessary to continue, renew or replace any such agreement, hedge or pledge additional shares in accordance with the terms of such continuation, renewal or replacement agreements so long as the aggregate shares covered by such continuation, renewal or replacement agreement do not exceed the number of shares necessary to continue, renew or replace the existing agreements. Accordingly, as part of these additional transactions, Jerry Moyes may re-allocate pledged or hedged shares among different types or arrangements, such as loans or variable prepaid forward contracts, may enter into alternative hedging and pledging arrangements and may increase the aggregate number of shares subject to these arrangements.

In addition, pursuant to the terms of the Swift Stockholders Agreement, at any meeting of the stockholders of the Company and in connection with any proposed action by the stockholders of the Company, in each case where the record date therefor occurs during the Restricted Period (other than with respect to any stockholder vote taken to approve a sale of the Company), (i) each Swift Supporting Stockholder shall, and shall cause the Specified Entities to, with respect to each such meeting of stockholders of the Company, attend in person or by proxy with respect to all outstanding shares of capital stock of the Company having the right to vote generally in the election of directors of the Company over which such Swift Supporting Stockholder, or any Specified Entity, has voting power for purposes of establishing a quorum, (ii) each Swift Supporting Stockholder shall, and shall cause the Specified Entities to, vote or cause to be voted, or otherwise act or cause an action to be taken with respect to, all such Swift Supporting Stockholder's Excess Shares (as defined below), if any, in the manner determined by the voting

committee (initially consisting of Jerry Moyes, Kevin Knight and Gary Knight, with each committee member entitled to appoint his respective successor, subject to the approval of certain directors of the Company), so long as the voting committee's determination is communicated to such Swift Supporting Stockholder at least three (3) business days prior to the applicable meeting or the last day for the taking of the proposed action and (iii) each Swift Supporting Stockholder may vote or otherwise act or cause to be voted or for action to be taken with respect to, all of such Swift Supporting Stockholder's voting power (other than the voting power represented by the Excess Shares) in such Swift Supporting Stockholder's discretion. If as of the record date with respect to any meeting of stockholders or other proposed action by stockholders, the Moyes Percentage Interest exceeds 12.5%, the "Excess Shares" of each Swift Supporting Stockholder and Specified Entity shall be, with respect to such meeting or other proposed action, a number of outstanding shares of capital stock of the Company having the right to vote generally in the election of directors of the Company equal to the product of (i) the number of outstanding shares of capital stock of the Company having the right to vote generally in the election of directors of the Company then beneficially owned by such Swift Supporting Stockholder or Specified Entity, as applicable, and (ii) a fraction the numerator of which shall be the amount by which the Moyes Percentage Interest exceeds 12.5% and the denominator of which shall be the Moyes Percentage Interest; if as of the record date with respect to any meeting of stockholders or other proposed action by stockholders, the Moyes Percentage Interest is equal to or less than 12.5%, the "Excess Shares" shall be zero for all Swift Supporting Stockholders and Specified Entities.

Under the Swift Stockholders Agreement, the Company is required to promptly take any action reasonably requested by any Swift Supporting Stockholder to waive any "corporate opportunity" or similar right or interest of the Company with respect to, and to waive any conflict of interest arising from, such Swift Supporting Stockholder's relationship with Central Freight Lines, Inc.

#### ***Knight Stockholders Agreements***

On April 9, 2017, in connection with the execution of the merger agreement between Knight Transportation, Inc. and Swift Transportation Company (renamed Knight-Swift Transportation Holdings Inc. in the merger), Kevin P. Knight and The Kevin and Sydney Knight Revocable Living Trust dated March 25, 1994, as amended (together, the "Kevin Knight Supporting Stockholders"), Gary J. Knight and The Gary J. Knight Revocable Living Trust dated May 19, 1993, as amended (together, the "Gary Knight Supporting Stockholders" and collectively with the Kevin Knight Supporting Stockholders, the "Knight Supporting Stockholders") and Swift Transportation Company entered into stockholders agreements (together, the "Knight Stockholders Agreements").

Pursuant to the terms of the Knight Stockholders Agreements, each of the Gary Knight Supporting Stockholders and the Kevin Knight Supporting Stockholders agrees that, during any period after the completion of the merger in which either the Gary Knight Supporting Stockholders or the Kevin Knight Supporting Stockholders own a percentage interest of the outstanding Company shares equal to or in excess of 5% (referred to as the "Restricted Period"), the Gary Knight Supporting Stockholders or the Kevin Knight Supporting Stockholders, as

applicable, shall not, and shall cause their controlled affiliates and their controlled affiliates' respective advisors, agents and representatives (in each case, acting on such stockholder's or any such affiliate's behalf) not to, directly or indirectly (including by means of any derivative instrument, through one or more intermediaries or otherwise), acquire, agree to acquire, or make a proposal to acquire beneficial ownership of any outstanding shares of capital stock of the Company having the right to vote generally in the election of directors of the Company if, after giving effect to such acquisition, the Gary Knight Supporting Stockholders or the Kevin Knight Supporting Stockholders, as applicable, would hold a percentage interest of the outstanding Company shares that would exceed fifteen percent (15%); provided that the foregoing shall not prohibit the receipt by any Knight Supporting Stockholder of a grant of equity securities issued to him or her by the Company in his or her capacity as an officer, director or employee of the Company or any of its subsidiaries.

In addition, the Knight Supporting Stockholders agree that, during the Restricted Period, without the prior approval of the board of directors of the Company, each Knight Supporting Stockholder shall not, and shall cause his, her or its controlled affiliates and his, her or its or his, her or its controlled affiliates' respective advisors, agents and representatives (in each case, acting on such Knight Supporting Stockholder's or any such affiliate's behalf):

- seek, make or take any action to solicit, initiate or knowingly encourage, any offer or proposal for, or any indication of interest in, a merger, consolidation, tender or exchange offer, sale or purchase of assets or securities or other business combination or any dissolution, liquidation, restructuring, recapitalization or similar transaction in each case involving the Company or any of its subsidiaries or the acquisition of any equity interest in, or a substantial portion of the assets of the Company or any of its subsidiaries (other than an acquisition of beneficial ownership permitted by the Knight Stockholders Agreements);
- form or join or in any way participate in a "group" as defined in Section 13(d)(3) of the Exchange Act with respect to any outstanding shares of capital stock of the Company having the right to vote generally in the election of directors of the Company;
- make, or direct any person to make or in any way participate in (including announcing its intention to vote with any person), or direct anyone to participate in, directly or indirectly, any "solicitation" of "proxies" to vote (as such terms are used in the rules of the SEC) any outstanding shares of capital stock of the Company having the right to vote generally in the election of directors of the Company or to take stockholder action by written consent;
- call or request the calling of a meeting of the Company's stockholders, submit any proposal for action by the stockholders of the Company, request the removal of any member of the board of directors or nominate candidates for election to the board of directors;

- make a claim or otherwise commence litigation against the Company or any of its subsidiaries or any of their respective directors, officers or employees (provided that the foregoing shall not prohibit a Knight Supporting Stockholder or any of its, his or her affiliates from making a claim or otherwise commencing litigation against the Company or any of its subsidiaries to enforce rights (i) under legally binding contracts it, he or she has entered with the Company or any of its subsidiaries or (ii) relating to indemnification by the Company or any of its subsidiaries pursuant to their articles of incorporation, certificate of incorporation, bylaws or similar governing document);
- make any public statement that disparages the Company or any of its subsidiaries or any of their respective directors, officers, employees or businesses;
- publicly disclose any intention, plan or arrangement inconsistent with the foregoing or make any public statement or disclosure regarding any of the matters set forth in Article II of the Knight Stockholders Agreements; or
- publicly request, propose or otherwise seek an amendment or waiver of the provisions of Article II of the Knight Stockholders Agreements.

Also, the Knight Supporting Stockholders agree that, during the Restricted Period, any transfer by any Knight Supporting Stockholder of outstanding shares of capital stock of the Company having the right to vote generally in the election of directors of the Company shall be subject to the following limitations:

- no such shares may be transferred, to any person or “group” as defined in Section 13(d)(3) of the Exchange Act, if, after giving effect to such transfer such person or “group” as defined in Section 13(d)(3) of the Exchange Act would, to the knowledge of any Knight Supporting Stockholder, beneficially own, or have the right to acquire, 7% or more of the voting power of the Company, unless such transfer is to any member of the family of a Knight Supporting Stockholder, but only if such family member agrees to be bound by the terms of the applicable Knight Stockholders Agreement as a stockholder and execute a joinder reasonably satisfactory to the Company at the time of such transfer;
- no such shares may be transferred to any competitor of the Company or any of its subsidiaries (as reasonably determined by the Company); and
- if such transfer is an open market sale, such transfer shall be made in accordance with the volume and manner of sale restrictions under Paragraphs (e)(1) and (f) of Rule 144 under the Securities Act (regardless of whether the volume and manner of sale restrictions therein are otherwise applicable).

## **Other Matters**

### ***Number of Directors***

Our Certificate and By-Laws provide that the size of our board of directors may be determined from time to time by resolution of our board of directors. Subject to the terms of any or more series of preferred stock that may in the future be issued, any vacancy on our board of directors that results from an increase in the number of directors may be filled by a majority of our board of directors then in office, provided that a quorum is present, and any other vacancy occurring on our board of directors may be filled by a majority of our board of directors then in office, even if less than a quorum, or by a sole remaining director.

### ***Limitation on Director's Liability***

Our Certificate provides that, to the fullest extent permitted by Delaware law, we will indemnify and advance expenses of any director or officer who is made or threatened to be made a party to any proceeding by reason of the fact that he or she is or was a director or officer of the Company. In addition, no director or officer of the Company is liable to the Company or our stockholders for monetary damages with respect to any transaction, occurrence or course of conduct, except to the extent such exemption from liability or limitation thereof is not permitted under the DGCL. Furthermore, the Certificate provides that the Company has the power to purchase and maintain insurance on behalf of any person who is or was or has agreed to become a director, officer, employee or agent of the Company against any liability asserted against him or her and incurred by him or her or on his or her behalf in such capacity, or arising out of his or her status as such, whether or not the Company would have the power to indemnify him or her against such liability.

### ***Listing***

Our Common Stock is listed on the New York Stock Exchange under the trading symbol "KNX."

**Seventh Amendment  
to  
Amended and Restated Receivables Purchase Agreement**

This Seventh Amendment to Amended and Restated Receivables Purchase Agreement (the "Amendment"), dated as of October 23, 2023, is entered into by and among Swift Receivables Company II, LLC (the "Seller"), Swift Transportation Services, LLC (the "Servicer"), the Conduit Purchasers party hereto, the Related Committed Purchasers party hereto, the Purchaser Agents party hereto, the LC Participants party hereto, PNC Bank, National Association, as LC Bank and as administrator (the "Administrator"), PNC Capital Markets LLC, as Structuring Agent and The Toronto-Dominion Bank (the "New Related Committed Purchaser", the "New Purchaser Agent" and the "New LC Participant") and GTA Funding LLC (the "New Conduit Purchaser"). All capitalized terms used herein and not defined herein shall have the meanings set forth in the hereinafter defined Purchase Agreement.

**Witnesseth:**

Whereas, the Seller, Servicer, the Conduit Purchasers from time to time party thereto, the Related Committed Purchasers from time to time party thereto, the Purchaser Agents from time to time party thereto, the LC Participants from time to time party thereto and the Administrator have heretofore executed and delivered an Amended and Restated Receivables Purchase Agreement dated as of June 14, 2013 (as amended, supplemented or otherwise modified through the date hereof, the "Purchase Agreement");

Whereas, the Seller, the Conduit Purchasers from time to time party thereto, the Related Committed Purchasers from time to time party thereto, the Purchaser Agents from time to time party thereto, the LC Participants from time to time party thereto and the Administrator have heretofore executed and delivered a Seventh Amended and Restated Fee Letter dated as of October 3, 2022 (as amended, supplemented or otherwise modified through the date hereof, the "Fee Letter");

Whereas, the parties hereto desire to amend the Purchase Agreement as provided herein;

WHEREAS, the New Related Committed Purchaser, the New Purchaser Agent, the New LC Participant and the New Conduit Purchaser are each willing to become a party to the Purchase Agreement by joinder and each of the other parties hereto is willing to consent to such joinder;

Now, Therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree that the Purchase Agreement shall be and is hereby amended as follows:

*Section 1. Amendments.* Subject to the satisfaction of the conditions precedent set forth in Section 2 below, the Purchase Agreement shall be, and it hereby is, amended with text marked in underline indicating additions to the Purchase Agreement and with text marked in ~~strikethrough~~ indicating deletions to the Purchase Agreement as set forth in Exhibit A attached hereto.

*Section 2. Effectiveness of Amendment.* This Amendment shall become effective on the date that each of the following shall have been satisfied:

(a) the Administrator shall have received counterparts hereof executed by the Seller, the Servicer, each Purchaser and the Administrator;

- (b) the Parent shall have executed and delivered to the Administrator an acknowledgment and consent;
- (c) the Administrator shall have received executed counterparts of the Fee Letters dated as of the date hereof, and all fees due and payable on the date hereof as set forth therein;
- (d) the Administrator shall have received executed counterparts of the Deposit Account Control Agreement dated as of the date hereof;
- (e) the Administrator shall have received copies of all documents evidencing other necessary corporate action and governmental approvals, if any, with respect to this Amendment and the other Transaction Documents;
- (f) the Administrator shall have received executed counterparts to the Joinder Agreement executed by U.S. Xpress, Inc. and Total Transportation of Mississippi LLC (each, a “New Originator”), the Seller, each Purchaser, each Purchaser Agent and the Administrator;
- (g) the Seller and the Administrator shall have received the following, each in form and substance reasonably satisfactory to the Seller and the Administrator:
  - (i) a copy of the resolutions of the board of directors or managers of each New Originator approving the Transaction Documents to be executed and delivered by it and the transactions contemplated hereby and thereby, certified by the Secretary or Assistant Secretary of such New Originator;
  - (ii) good standing certificates for each New Originator issued as of a recent date by the Secretary of State of the jurisdiction of such New Originator’s organization and each jurisdiction where such New Originator conducts a substantial amount of business;
  - (iii) a certificate of the Secretary or Assistant Secretary of each New Originator certifying the names and true signatures of the officers authorized on such Person’s behalf to sign the Transaction Documents to be executed and delivered by it (on which certificate the Servicer, the Seller and the Administrator (as the Seller’s assignee) may conclusively rely until such time as the Servicer, the Seller and the Administrator (as the Seller’s assignee) shall receive from such Person a revised certificate meeting the requirements of this clause (iii));
  - (iv) the certificate of formation or other organizational document of each New Originator duly certified by the Secretary of State of the jurisdiction of such New Originator’s organization as of a recent date, together with a copy of the limited liability company agreement of each New Originator, each duly certified by the Secretary or an Assistant Secretary of such New Originator;
  - (v) originals of the proper financing statements (Form UCC-1) that have been duly authorized and name each New Originator as the debtor/seller and the Seller as the buyer/assignor (and the Administrator, for the benefit of the Purchasers, as secured party/assignee) of the Receivables generated by such New Originator as may be necessary or, in the Seller’s or the Administrator’s reasonable opinion, desirable under the UCC of all appropriate jurisdictions to perfect the Seller’s ownership interest in all Receivables and Related Rights (including, without limitation, Related Security) in which an ownership or security interest has been assigned to the Seller hereunder;

---

(vi) a written search report from a Person listing all effective financing statements that name each New Originator as debtors or sellers and that are filed in all jurisdictions in which filings may be made against such Person pursuant to the applicable UCC, together with copies of such financing statements (none of which, except for those described in the foregoing clause (v) (and/or released or terminated, as the case may be, prior to the date hereof), shall cover any Receivable or any Related Rights which are to be sold or contributed to the Seller hereunder), and tax and judgment lien search reports showing no evidence of such liens filed against each New Originator;

(vii) a favorable opinion of Snell & Wilmer L.L.P., counsel to each New Originator;

(viii) a copy of the Seller Note in favor of each New Originator, duly executed by the Seller; and

(ix) evidence that each New Originator has placed on the most recent, and has taken all steps reasonably necessary to ensure that there shall be placed on subsequent, summary master data processing reports the following legend (or the substantive equivalent thereof): "THE RECEIVABLES DESCRIBED HEREIN HAVE BEEN CONTRIBUTED OR SOLD TO SWIFT RECEIVABLES COMPANY II, LLC PURSUANT TO A PURCHASE AND SALE AGREEMENT, DATED AS OF JUNE 8, 2011, BETWEEN THE ORIGINATORS NAMED THEREIN AND SWIFT RECEIVABLES COMPANY II, LLC; AND AN INTEREST IN THE RECEIVABLES DESCRIBED HEREIN HAS BEEN GRANTED TO PNC BANK, NATIONAL ASSOCIATION, FOR THE BENEFIT OF THE PURCHASERS UNDER THE RECEIVABLES PURCHASE AGREEMENT, DATED AS OF JUNE 8, 2011, AMONG SWIFT RECEIVABLES COMPANY II, LLC, SWIFT TRANSPORTATION SERVICES, LLC, AS SERVICER, THE VARIOUS PURCHASERS AND PURCHASING AGENTS FROM TIME TO TIME PARTY THERETO AND PNC BANK, NATIONAL ASSOCIATION, AS ADMINISTRATOR AND LC BANK."; and

(h) the Administrator shall have received such other agreements, instruments, documents, certificates, and opinions as the Administrator may reasonably request.

*Section 3. Joinder of Purchaser Agent, Related Committed Purchaser and LC Participant.*

(a) The parties hereto acknowledge and agree that, on the Date hereof, the New Related Committed Purchaser, the New Purchaser Agent, the New LC Participant and the New Conduit Purchaser, by execution of their respective signature pages hereto, shall be joined as a parties to the Purchase Agreement and the Fee Letter, shall be bound by all of the terms of the Purchase Agreement and shall have the rights and obligations of a Related Committed Purchaser, Purchaser Agent and LC Participant, as applicable, thereunder. The New Related Committed Purchaser, the New Purchaser Agent, the New LC Participant and the New Conduit Purchaser acknowledge receipt of a copy of the Purchase Agreement and Fee Letter. Without limiting the generality of the foregoing, the New Related Committed Purchaser, the New Purchaser Agent, the New LC Participant and the New Conduit Purchaser hereby appoint PNC Bank, National Association as Administrator under the Purchase Agreement and authorizes the Administrator to take such action as agent on their behalf and to exercise such powers as are delegated to the Administrator by the terms of the Purchase Agreement, together with such powers as are reasonably incidental thereto.

(b) In connection with the joinder of the New Related Committed Purchaser, the New Purchaser Agent, the New LC Participant and the New Conduit Purchaser, the parties

---

hereto acknowledge and agree that a new Group is hereby added to the Purchase Agreement, which Group shall consist of The Toronto-Dominion Bank and GTA Funding LLC.

(c) The parties hereto acknowledge and agree that the joinder effected by this Section 3 and the addition of a new Group to the Purchase Agreement effected by this Section 3 shall in each case satisfy any and all applicable requirements in the Purchase Agreement relating to the addition of a Purchaser (in this case the New Related Committed Purchaser, the New Purchaser Agent, the New LC Participant and the New Conduit Purchaser) and its related Group.

*Section 4.* To induce the Administrator and the Purchasers to enter into this Amendment, the Seller and Servicer represent and warrant to the Administrator and the Purchasers that: (a) the representations and warranties contained in the Transaction Documents, are true and correct in all material respects as of the date hereof with the same effect as though made on the date hereof (it being understood and agreed that any representation or warranty which by its terms is made as of a specified date shall be required to be true and correct in all material respects only as of such specified date); (b) no Termination Event or Unmatured Termination Event exists; (c) this Amendment has been duly authorized by all necessary corporate proceedings and duly executed and delivered by each of the Seller and the Servicer, and the Purchase Agreement, as amended by this Amendment, and each of the other Transaction Documents are the legal, valid and binding obligations of the Seller and the Servicer, enforceable against the Seller and the Servicer in accordance with their respective terms, except as enforceability may be limited by bankruptcy, insolvency or other similar laws of general application affecting the enforcement of creditors' rights or by general principles of equity; and (d) no consent, approval, authorization, order, registration or qualification with any governmental authority is required for, and in the absence of which would adversely effect, the legal and valid execution and delivery or performance by the Seller or the Servicer of this Amendment or the performance by the Seller or the Servicer of the Purchase Agreement, as amended by this Amendment, or any other Transaction Document to which they are a party.

*Section 5.* This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Amendment.

*Section 6.* Except as specifically provided above, the Purchase Agreement and the other Transaction Documents shall remain in full force and effect and are hereby ratified and confirmed in all respects. The execution, delivery, and effectiveness of this Amendment shall not operate as a waiver of any right, power, or remedy of any Administrator or any Purchaser under the Purchase Agreement or any of the other Transaction Documents, nor constitute a waiver or modification of any provision of any of the other Transaction Documents. All defined terms used herein and not defined herein shall have the same meaning herein as in the Purchase Agreement. The Seller agrees to pay on demand all costs and expenses (including reasonable fees and expenses of counsel) of or incurred by the Administrator and each Purchaser Administrator in connection with the negotiation, preparation, execution and delivery of this Amendment.

*Section 7.* This Amendment and the rights and obligations of the parties hereunder shall be construed in accordance with and be governed by the law of the State of New York.

---

In Witness Whereof, the parties have caused this Amendment to be executed and delivered by their duly authorized officers as of the date first above written.

Swift Receivables Company II, LLC, as Seller

By: s/ Adam Miller

Name:

Title:

Swift Transportation Services, LLC, as Servicer

By: s/ Adam Miller

Name:

Title:

---

*Seventh Amendment to Amended and Restated  
Receivables Purchase Agreement*

PNC Bank, National Association, as Administrator

By: s/ Deric Bradford

Name:

Title:

PNC Capital Markets LLC, as Structuring Agent

By: s/ Deric Bradford

Name:

Title:

PNC Bank Purchaser Group:

PNC Bank, National Association, as Purchaser Agent for the PNC Bank  
Purchaser Group

By: s/ Deric Bradford

Name:

Title:

PNC Bank, National Association,  
as a Related Committed Purchaser

By: s/ Deric Bradford

Name:

Title:

PNC Bank, National Association, as the LC Bank

By: s/ Deric Bradford

Name:

Title:

---

*Seventh Amendment to Amended and Restated  
Receivables Purchase Agreement*

/ells Fargo Purchaser Group:

Wells Fargo Bank, National Association, as Purchaser Agent for the Wells Fargo  
Purchaser Group

By: s/ Jonathan Davis

Name:  
Title:

Wells Fargo Bank, National Association, as a Related Committed Purchaser

By: s/ Jonathan Davis

Name:  
Title:

Wells Fargo Bank, National Association, as a LC Participant

By: s/ Jonathan Davis

Name:  
Title:

---

*Seventh Amendment to Amended and Restated  
Receivables Purchase Agreement*

BofA Purchaser Group:

Bank of America, N.A., as Purchaser Agent for the BofA Purchaser Group

By: s/ Ross Glynn

Name:

Title:

Bank of America, N.A., as a Related Committed Purchaser and as a LC  
Participant

By: s/ Ross Glynn

Name:

Title:

---

*Seventh Amendment to Amended and Restated  
Receivables Purchase Agreement*

TD Bank Purchaser Group:

The Toronto-Dominion Bank, as Purchaser Agent for the TD Bank Purchaser Group, as a Related Committed Purchaser and as an LC Participant

By: s/ Luna Mills

Name:

Title:

GTA Funding LLC, as Conduit Purchaser for the TD Bank Purchaser Group

By: s/ Kevin J. Corrigan

Name:

Title:

---

*Seventh Amendment to Amended and Restated  
Receivables Purchase Agreement*

**cReaffirmation, Acknowledgement and Consent of  
Performance Guarantor**

The undersigned, Knight-Swift Transportation Holdings Inc. f/k/a Swift Transportation Company ("Performance Guarantor"), heretofore executed and delivered to PNC Bank, National Association ("Administrator") a Performance Guaranty dated as of June 8, 2011 (as the same may be amended, restated, supplemented or modified from time to time, the "Performance Guaranty"). Capitalized terms used (but not defined) herein have the meanings assigned thereto in the Performance Guaranty. On the date hereof, the undersigned acknowledges and consents to the Seventh Amendment to Amended and Restated Receivables Purchase Agreement dated October 23, 2023, and confirms that the Performance Guaranty, and all obligations of the undersigned thereunder, remains in full force and effect. The undersigned further agrees that the consent of the undersigned to any further amendments to (i) the Sale Agreement, (ii) the Receivables Purchase Agreement and (iii) any other Transaction Document shall not be required as a result of this consent having been obtained, except to the extent, if any, required by the Performance Guaranty referred to above. The undersigned acknowledges that the Administrator is relying on the assurances provided herein in entering into the agreements set forth above.

---

This Reaffirmation, Acknowledgment and Consent of Performance Guarantor is executed as of this October  
23, 2023.

Knight-Swift Transportation Holdings Inc. f/k/a Swift Transportation Company

By: s/ Adam Miller  
Name:  
Title:

---

**Exhibit A**  
**to**  
**Seventh Amendment to Amended and Restated Receivables Purchase Agreement**

Conformed RPA

(First Amendment dated September 25, 2013  
First Omnibus Amendment dated January 31, 2014  
Second Amendment dated March 31, 2015  
Second Omnibus Amendment dated September 30, 2015  
Third Amendment dated December 10, 2015  
Third Omnibus Amendment dated September 15, 2017  
Fourth Amendment dated July 11, 2018  
Fifth Amendment dated April 23, 2021  
Sixth Amendment dated October 3, 2022  
Seventh Amendment dated October 23, 2023)

---

**AMENDED AND RESTATED RECEIVABLES PURCHASE AGREEMENT**

dated as of June 14, 2013

among

SWIFT RECEIVABLES COMPANY II, LLC,  
as Seller

SWIFT TRANSPORTATION SERVICES, LLC,  
as Servicer

THE VARIOUS CONDUIT PURCHASERS FROM TIME TO TIME PARTY HERETO,

THE VARIOUS RELATED COMMITTED PURCHASERS FROM TIME TO TIME PARTY HERETO,

THE VARIOUS PURCHASER AGENTS FROM TIME TO TIME PARTY HERETO,

THE VARIOUS LC PARTICIPANTS FROM TIME TO TIME PARTY HERETO,

and

PNC BANK, NATIONAL ASSOCIATION,  
as Administrator and LC Bank

---

## TABLE OF CONTENTS

<b>ARTICLE I AMOUNTS AND TERMS OF THE PURCHASES.....</b>
Section 1.1 <u>Purchases</u> .....
Section 1.2 <u>Making Purchases</u> .....
Section 1.3 <u>Purchased Interest Computation</u> .....
Section 1.4 <u>Settlement Procedures</u> .....
Section 1.5 <u>Fees</u> .....
Section 1.6 <u>Payments and Computations, Etc</u> .....
Section 1.7 <u>Increased Costs</u> .....
Section 1.8 <u>Requirements of Law</u> .....
Section 1.9 <u>Funding Losses</u> .....
Section 1.10 <u>Taxes</u> .....
Section 1.11 <u>Inability to Determine SOFR</u> .....
Section 1.12 <u>Letters of Credit</u> .....
Section 1.13 <u>Issuance of Letters of Credit</u> .....
Section 1.14 <u>Requirements For Issuance of Letters of Credit</u> .....
Section 1.15 <u>Disbursements, Reimbursement</u> .....
Section 1.16 <u>Repayment of Participation Advances</u> .....
Section 1.17 <u>Documentation</u> .....
Section 1.18 <u>Determination to Honor Drawing Request</u> .....
Section 1.19 <u>Nature of Participation and Reimbursement Obligations</u> .....
Section 1.20 <u>Indemnity</u> .....
Section 1.21 <u>Liability for Acts and Omissions</u> .....
Section 1.22 <u>Extension of Termination Date</u> .....
Section 1.23 <u>Increase in Purchase Limit</u> .....
Section 1.24 <u>Benchmark Replacement Setting</u> .....
<b>ARTICLE II REPRESENTATIONS AND WARRANTIES; COVENANTS;.....</b>
Section 2.1 <u>Representations and Warranties; Covenants</u> .....
Section 2.2 <u>Termination Events</u> .....
<b>ARTICLE III INDEMNIFICATION.....</b>
Section 3.1 <u>Indemnities by the Seller</u> .....
Section 3.2 <u>Indemnities by the Servicer</u> .....
<b>ARTICLE IV ADMINISTRATION AND COLLECTIONS.....</b>
Section 4.1 <u>Appointment of the Servicer</u> .....
Section 4.2 <u>Duties of the Servicer</u> .....
Section 4.3 <u>Lock-Box Account Arrangements</u> .....
Section 4.4 <u>Enforcement Rights</u> .....
Section 4.5 <u>Responsibilities of the Seller</u> .....
Section 4.6 <u>Servicing Fee</u> .....
Section 4.7 <u>Reporting Frequency</u> .....
<b>ARTICLE V THE AGENTS.....</b>
Section 5.1 <u>Appointment and Authorization</u> .....
Section 5.2 <u>Delegation of Duties</u> .....
Section 5.3 <u>Exculpatory Provisions</u> .....
Section 5.4 <u>Reliance by Agents</u> .....
Section 5.5 <u>Notice of Termination Events</u> .....
Section 5.6 <u>Non-Reliance on Administrator, Purchaser Agents and Other Purchasers</u> .....
Section 5.7 <u>Administrator, Purchasers, Purchaser Agents and Affiliates</u> .....

**TABLE OF CONTENTS**  
(continued)

Section 5.8 <u>Indemnification</u> .....
Section 5.9 <u>Successor Administrator</u> .....
Section 5.10 <u>Erroneous Payments</u> .....
<b>ARTICLE VI MISCELLANEOUS</b> .....
Section 6.1 <u>Amendments, Etc.</u> .....
Section 6.2 <u>Notices, Etc.</u> .....
Section 6.3 <u>Successors and Assigns; Participations; Assignments</u> .....
Section 6.4 <u>Costs, Expenses and Taxes</u> .....
Section 6.5 <u>No Proceedings; Limitation on Payments</u> .....
Section 6.6 <u>GOVERNING LAW AND JURISDICTION</u> .....
Section 6.7 <u>Confidentiality</u> .....
Section 6.8 <u>Execution in Counterparts</u> .....
Section 6.9 <u>Survival of Termination</u> .....
Section 6.10 <u>WAIVER OF JURY TRIAL</u> .....
Section 6.11 <u>Sharing of Recoveries</u> .....
Section 6.12 <u>Right of Setoff</u> .....
Section 6.13 <u>Entire Agreement</u> .....
Section 6.14 <u>Headings</u> .....
Section 6.15 <u>Purchaser Groups' Liabilities</u> .....
Section 6.16 <u>Tax Treatment</u> .....
Section 6.17 <u>USA Patriot Act</u> .....
Section 6.19 <u>Acknowledgement Regarding Any Supported QFCs</u> .....
Section 6.19 <u>Original Agreement; Effect of Restatement</u> .....

---

## EXHIBITS

- Exhibit I Definitions
- Exhibit II Conditions to Purchases
- Exhibit III Representations and Warranties
- Exhibit IV Covenants
- Exhibit V Termination Events
- Exhibit VI Flow of Funds among Purchasers

## SCHEDULES

- Schedule I Credit and Collection Policy
- Schedule II Lock-Box Banks and Lock-Box Accounts
- Schedule III Actions and Proceedings

## ANNEXES

- Annex A-1 Form of Information Package
- Annex A-2 Form of Periodic Report
- Annex B Form of Purchase Notice
- Annex C Form of Assumption Agreement
- Annex D Form of Transfer Supplement
- Annex E Form of Paydown Notice
- Annex F Form of Letter of Credit Application
- Annex G Form of Purchase Limit Increase Request

---

This AMENDED AND RESTATED RECEIVABLES PURCHASE AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is entered into as of June 14, 2013, among SWIFT RECEIVABLES COMPANY II, LLC, a Delaware limited liability company, as seller (the "Seller"), SWIFT TRANSPORTATION SERVICES, LLC, a Delaware limited liability company ("Swift"), as servicer (in such capacity, together with its successors and permitted assigns in such capacity, the "Servicer"), the various Conduit Purchasers from time to time party hereto, the various Related Committed Purchasers from time to time party hereto, the various Purchaser Agents from time to time party hereto, the various LC Participants from time to time party hereto and PNC BANK, NATIONAL ASSOCIATION, as administrator (in such capacity, together with its successors and assigns in such capacity, the "Administrator") and as issuer of Letters of Credit (in such capacity, together with its successors and assigns in such capacity, the "LC Bank").

Reference is hereby made to that certain Receivables Purchase Agreement dated June 8, 2011 among the Seller, the Servicer, the Conduit Purchasers party thereto, the Related Committed Purchasers party thereto, the LC Participants party thereto, the Administrator and the LC Bank (as amended, the "Original Purchase Agreement"). The parties hereto have agreed to amend and restate the Original Purchase Agreement in its entirety and to continue to extend the credit facilities on the terms and conditions of this Agreement. This Agreement consolidates, amends and replaces in its entirety the Original Purchase Agreement and, from and after the date hereof, all references made to the Original Purchase Agreement in any Transaction Document or in any other instrument or document shall, without more, be deemed to refer to this Agreement.

## **BACKGROUND**

The Seller (i) desires to sell, transfer and assign an undivided variable percentage ownership interest in a pool of Receivables, and the Purchasers desire to acquire such undivided variable percentage ownership interest, as such percentage interest shall be adjusted from time to time based upon, in part, reinvestment payments that are made by such Purchasers and (ii) may, subject to the terms and conditions hereof, request that the LC Bank issue or cause the issuance of one or more Letters of Credit.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

## **DEFINITIONS**

Certain terms that are capitalized and used throughout this Agreement are defined inExhibit I. References in the Exhibits, Schedules and Annexes hereto to the "Agreement" refer to this Agreement, as amended, restated, supplemented or otherwise modified from time to time.

---

**ARTICLE I**  
**AMOUNTS AND TERMS OF THE PURCHASES**

Section 1.1 Purchases.

(a) On the terms and subject to the conditions hereof, the Seller may, from time to time before the Facility Termination Date, (i) ratably (based on each Purchaser Group's Ratable Share) request that each Purchaser Group's Conduit Purchaser or, only if there is no Conduit Purchaser in such Purchaser Group or a Conduit Purchaser denies such request or is unable to fund (and provides notice of such denial or inability to the Seller, the Administrator and its Purchaser Agent), ratably (based on each Purchaser Group's Ratable Share) request that its Related Committed Purchasers, make purchases of and reinvestments in undivided percentage ownership interests with regard to the Purchased Interest from the Seller from time to time from the date hereof to the Facility Termination Date and (ii) request that the LC Bank issue or cause the issuance of Letters of Credit, in each case subject to the terms hereof (each such purchase, reinvestment or issuance is referred to herein as a "Purchase"). Subject to Section 1.4(b) concerning reinvestments, at no time will a Conduit Purchaser have any obligation to make a Purchase. Each Related Committed Purchaser severally hereby agrees, on the terms and subject to the conditions hereof, to make Purchases of undivided percentage ownership interests with regard to the Purchased Interest from the Seller from time to time from the date hereof to the Facility Termination Date, based on the applicable Purchaser Group's Ratable Share of each Purchase requested pursuant to Section 1.2(a) (and, in the case of each Related Committed Purchaser, its Commitment Percentage of its Purchaser Group's Ratable Share of such Purchase) and, on the terms of and subject to the conditions of this Agreement, the LC Bank agrees to issue Letters of Credit in return for (and each LC Participant hereby severally agrees to make participation advances in connection with any draws under such Letters of Credit equal to such LC Participant's Pro Rata Share of such draws) undivided percentage ownership interests with regard to the Purchased Interest from the Seller from time to time from the date hereof to the Facility Termination Date; provided, that under no circumstances shall any Purchaser make any Purchase (including, without limitation, any mandatory deemed Purchases pursuant to Section 1.1(b)) or issue any Letters of Credit hereunder, as applicable, if, after giving effect to such Purchase, the (i) aggregate outstanding amount of the Capital funded by such Purchaser, when added to all other Capital funded by all other Purchasers in such Purchaser's Purchaser Group would exceed (A) its Purchaser Group's Group Commitment (as the same may be reduced from time to time pursuant to Section 1.1(c)) minus (B) the related LC Participant's Pro Rata Share of the face amount of any outstanding Letters of Credit, (ii) Aggregate Capital plus the LC Participation Amount would exceed the Purchase Limit or (iii) LC Participation Amount would exceed the aggregate of the Commitments of the LC Bank and the LC Participants.

The Seller may, subject to the requirements and conditions herein, use the proceeds of any Purchase by the Purchasers hereunder to satisfy its Reimbursement Obligation to the LC Bank and the LC Participants (ratably, based on the outstanding amounts funded by the LC Bank and each such LC Participant) pursuant to Section 1.15.

(b) In addition, in the event the Seller fails to reimburse the LC Bank for the full amount of any drawing under any Letter of Credit on the applicable Drawing Date (out of its own funds available therefor) pursuant to Section 1.15, then the Seller shall, automatically (and without the requirement of any further action on the part of any Person hereunder), be deemed to have requested a new Purchase from the Conduit Purchasers or Related Committed Purchasers, as applicable, on such date, on the terms and subject to the conditions hereof, in an amount equal

---

to the amount of such Reimbursement Obligation at such time without resulting in a Termination Event hereunder. Subject to the limitations on funding set forth in paragraph (a) above (and the other requirements and conditions herein), the Conduit Purchasers or Related Committed Purchasers, as applicable, shall fund such deemed Purchase request and deliver the proceeds thereof directly to the Administrator to be immediately distributed to the LC Bank and the applicable LC Participants (ratably, based on the outstanding amounts funded by the LC Bank and each such LC Participant) in satisfaction of the Reimbursement Obligation pursuant to Section 1.15.

(c) The Seller may, upon fifteen (15) days' written notice to the Administrator and each Purchaser Agent, terminate the purchase facility in whole or reduce the unfunded portion of the Purchase Limit in whole or in part (but not below the amount which would cause the Group Capital of any Purchaser Group plus the related LC Participant's Pro Rata Share of the face amount of any outstanding Letters of Credit to exceed its Group Commitment (after giving effect to such reduction)); provided that each partial reduction shall be in the amount of at least \$5,000,000, and in integral multiples of \$1,000,000 in excess thereof and that, unless terminated in whole, the Purchase Limit shall in no event be reduced below \$50,000,000. Each reduction in the Commitments hereunder shall be made ratably among the Purchasers in accordance with their respective Commitments. The Administrator shall advise the Purchaser Agents of any notice received by it pursuant to this Section 1.1(c); it being understood that (in addition to and without limiting any other requirements for termination, prepayment and/or the funding of the LC Collateral Account hereunder) no such termination or reduction shall be effective unless and until (i) in the case of a termination, the amount on deposit in the LC Collateral Account is at least equal to the then outstanding LC Participation Amount and (ii) in the case of a partial reduction, the amount on deposit in the LC Collateral Account is at least equal to the positive difference between the then outstanding LC Participation Amount and the Purchase Limit as so reduced by such partial reduction.

(d) As of each date a Periodic Report is delivered, the sum of the LC Participation Amount and the Aggregate Capital shall not be less than the Minimum Usage Amount.

**Section 1.2 Making Purchases**. (a) Each Funded Purchase (but not reinvestment) of undivided percentage ownership interests with regard to the Purchased Interest hereunder may be made on any day upon the Seller's irrevocable written notice in the form of Annex B (each, a "Purchase Notice") delivered to the Administrator and each Purchaser Agent in accordance with Section 6.2 (which notice must be received by the Administrator and each Purchaser Agent before 2:00 p.m., New York City time) at least two (2) Business Days before the requested Purchase Date, which notice shall specify: (A) in the case of a Funded Purchase (other than one made pursuant to Section 1.15(b)), the amount requested to be paid to the Seller, which shall not be less than \$300,000 (or such lesser amount as agreed to by the Administrator and the Majority Purchaser Agents) and shall be in integral multiples of \$100,000 in excess thereof, with respect to each Purchaser Group, (B) the date of such Funded Purchase (which shall be a Business Day) and (C) the pro forma calculation of the Purchased Interest after giving effect to the increase in the Aggregate Capital.

(a) On the date of each Funded Purchase (but not reinvestment, issuance of a Letter of Credit or a Funded Purchase pursuant to Section 1.2(e)) of undivided percentage ownership interests with regard to the Purchased Interest hereunder, each applicable Conduit Purchaser or Related Committed Purchaser, as the case may be, shall, upon satisfaction of the applicable conditions set forth in Exhibit II, deposit into the Administrator's Account (for further distribution by the Administrator to the Seller at the Administration Account) in same day funds, an amount equal to the Portion of Capital relating to the undivided percentage ownership interest with regard to the Purchased Interest then being funded by such Purchaser. On or after the date of a Funded Purchase, the Purchaser Agent of a Purchaser Group with more than one Conduit

---

Purchaser may, with prior notice to the Seller, allocate or reallocate any portion of the Capital then being funded by the Purchasers in such Purchaser Agent's Purchaser Group among the related Conduit Purchasers. Unless the Administrator shall have received notice from a Purchaser prior to the proposed time of any Funded Purchase that such Purchaser will not make available to the Administrator such Purchaser's Portion of Capital, the Administrator may assume that such Purchaser has made such share available on such date in accordance with this Section 1.2(b) and may, in reliance upon such assumption, make available to Seller a corresponding amount. In such event, if a Purchaser has not in fact made its share of the applicable Portion of Capital available to the Administrator, then the applicable Purchaser (or in the case of a Conduit Purchaser, its Related Committed Purchaser) and Seller severally agree to pay to the Administrator forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to Seller to but excluding the date of payment to the Administrator, at (i) in the case of a payment to be made by such Purchaser, the greater of the Overnight Bank Funding Rate and a rate determined by the Administrator in accordance with banking industry rules on interbank compensation and (ii) in the case of a payment to be made by Seller, the Base Rate. If such Purchaser pays its share of the applicable Portion of Capital to the Administrator, then the amount so paid shall constitute such Purchaser's Portion of Capital. Any payment by a Seller shall be without prejudice to any claim Seller may have against a Purchaser (or in the case of a Conduit Purchaser, its Related Committed Purchaser) that shall have failed to make such payment to the Administrator.

(b) Effective on the date of each Funded Purchase or other Purchase pursuant to Section 1.2 and each reinvestment pursuant to Section 1.4, the Seller hereby sells and assigns to the Administrator for the benefit of the Purchasers (ratably, based on the sum of the Capital plus the LC Participation Amount outstanding at such time for each such Purchaser) the Purchased Interest.

(c) To secure all of the Seller's obligations (monetary or otherwise) under this Agreement and the other Transaction Documents to which it is a party, whether now or hereafter existing or arising, due or to become due, direct or indirect, absolute or contingent, the Seller hereby grants to the Administrator, for the benefit of the Purchasers, a security interest in all of the Seller's right, title and interest (including any undivided interest of the Seller) in, to and under all of the following, whether now or hereafter owned, existing or arising: (i) all Pool Receivables, (ii) all Related Security with respect to such Pool Receivables, (iii) all Collections with respect to such Pool Receivables, (iv) the Lock-Box Accounts and all amounts on deposit therein, and all certificates and instruments, if any, from time to time evidencing such Lock-Box Accounts and amounts on deposit therein, (v) all rights (but none of the obligations) of the Seller under the Sale Agreement, (vi) all proceeds of, and all amounts received or receivable under any or all of, the foregoing and (vii) all of its other property (collectively, the "Pool Assets"). The Seller hereby authorizes the Administrator to file financing statements describing as the collateral covered thereby as "all of the debtor's personal property or assets" or words to that effect, notwithstanding that such wording may be broader in scope than the collateral described in this Agreement. The Administrator, for the benefit of the Purchasers, shall have, with respect to the Pool Assets, and in addition to all the other rights and remedies available to the Administrator and the Purchasers, all the rights and remedies of a secured party under any applicable UCC.

(d) Whenever the LC Bank issues a Letter of Credit pursuant to Section 1.12 hereof, in the event that such Letter of Credit is subsequently drawn and such drawn amount shall not have been reimbursed pursuant to Section 1.15 upon such draw or through the distribution of such LC Participant's Pro Rata Share of the amount on deposit in the LC Collateral Account, each LC Participant shall, automatically and without further action of any kind have irrevocably been deemed to have made a Funded Purchase hereunder in an amount equal to such LC Participant's Pro Rata Share of such unreimbursed draw and such deemed Funded Purchase shall

---

not result in a Termination Event hereunder. If the LC Bank pays a drawing under a Letter of Credit that is not reimbursed by the Seller on the applicable Drawing Date or through the distribution of the LC Bank's Pro Rata Share of the amount on deposit in the LC Collateral Account, the LC Bank shall be deemed to have made a Funded Purchase in an amount equal to its Pro Rata Share of such unreimbursed draw. All such Funded Purchases shall accrue Discount from the date of such draw. In the event that any Letter of Credit expires or is surrendered without being drawn (in whole or in part) then, in such event, the foregoing commitment to make Funded Purchases shall expire with respect to such Letter of Credit and the LC Participation Amount shall automatically reduce by the face amount of the Letter of Credit which is no longer outstanding.

(e) With respect to any Existing Purchaser, the Seller may, with the written consent of the Administrator and each Purchaser Agent (and, in the case of a new related LC Participant, the LC Bank), add additional Persons as Purchasers (either to an existing Purchaser Group or by creating new Purchaser Groups) or with the written consent of the applicable Purchaser Agent and written acknowledgment of the Administrator (or written consent of the Administrator with respect to Commitment increases exceeding \$25,000,000) cause an existing Related Committed Purchaser or related LC Participant to increase its Commitment; provided, that the Commitment of any Related Committed Purchaser or related LC Participant may only be increased with the prior written consent of such Purchaser. Each new Conduit Purchaser, Related Committed Purchaser or related LC Participant (or Purchaser Group) shall become a party hereto, by executing and delivering to the Administrator and the Seller, an Assumption Agreement in the form of Annex C hereto (which Assumption Agreement shall, in the case of any new Purchaser Group, be executed by each Person in such new Purchaser Group).

(f) Each Related Committed Purchaser's and related LC Participant's obligations hereunder shall be several, such that the failure of any Related Committed Purchaser or related LC Participant to make any Purchase hereunder or a payment in connection with a drawing under a Letter of Credit hereunder, as the case may be, shall not relieve any other Related Committed Purchaser or related LC Participant of its obligation hereunder to make payment for any Funded Purchase or such drawing. Further, in the event any Related Committed Purchaser or related LC Participant fails to satisfy its obligation to make a Purchase or payment with respect to such drawing as required hereunder, upon receipt of notice of such failure from the Administrator (or any relevant Purchaser Agent), subject to the limitations set forth herein, (i) (A) the non-defaulting Related Committed Purchasers in such defaulting Related Committed Purchaser's Purchaser Group shall fund the defaulting Related Committed Purchaser's Commitment Percentage of its Purchaser Group's Ratable Share of the related Purchase (based on their relative Commitment Percentages (determined without regard to the Commitment Percentage of the defaulting Related Committed Purchaser)) or (B) the non-defaulting related LC Participants in such defaulting related LC Participant's Purchaser Group shall fund the defaulting related LC Participant's Pro Rata Share of the related drawing (based on their relative Pro Rata Shares (determined without regard to the Pro Rata Share of the defaulting related LC Participant)); and (ii) if there are no other (A) Related Committed Purchasers in such Purchaser Group or if such other Related Committed Purchasers are also defaulting Related Committed Purchasers, then such defaulting Related Committed Purchaser's Commitment Percentage of its Purchaser Group's Ratable Share of such Purchase shall be funded by each other Purchaser Group ratably (based on their relative Purchaser Group Ratable Shares) and applied in accordance with this paragraph (g) or (B) if there are no other related LC Participants in such Purchaser Group or if such other related LC Participants are also defaulting related LC Participants, then such defaulting related LC Participant's Pro Rata Share of such drawing shall be funded by each other Purchaser Group ratably (based on their relative Pro Rata Shares) and applied in accordance with this paragraph (g). Notwithstanding anything in this paragraph (g) to the contrary, no Related Committed Purchaser or related LC Participant shall be required to make a Purchase or payment with respect to such drawing pursuant to this paragraph (g) for an amount which would cause the

aggregate Capital of such Related Committed Purchaser or Pro Rata Share of the face amount of any outstanding Letter of Credit of such related LC Participant (after giving effect to such Purchase or payment with respect to such drawing) to exceed its Commitment.

**Section 1.3 Purchased Interest Computation.** The Purchased Interest shall be initially computed on the date of the initial Purchase hereunder. Thereafter, until the Facility Termination Date, such Purchased Interest shall be automatically recomputed (or deemed to be recomputed) on each Business Day other than a Termination Day. From and after the occurrence of any Termination Day, the Purchased Interest shall (until the event(s) giving rise to such Termination Day are satisfied or are waived by the Administrator in accordance with Section 2.2) be deemed to be 100%. The Purchased Interest shall become zero when (a) the Aggregate Capital thereof and Aggregate Discount thereon shall have been paid in full, (b) an amount equal to 100% of the LC Participation Amount shall have been deposited in the LC Collateral Account, or all Letters of Credit shall have expired and (c) all the amounts owed by the Seller and the Servicer hereunder to each Purchaser, the Administrator and any other Indemnified Party or Affected Person are paid in full, and the Servicer shall have received the accrued Servicing Fee thereon.

**Section 1.4 Settlement Procedures.**

(a) The collection of the Pool Receivables shall be administered by the Servicer in accordance with this Agreement. The Seller shall provide to the Servicer on a timely basis all information needed for such administration, including notice of the occurrence of any Termination Day and current computations of the Purchased Interest.

(b) The Servicer shall, on each day on which Collections of Pool Receivables are received (or deemed received) by the Seller or the Servicer:

(i) set aside and hold (or cause the Seller to set aside and hold) in trust (and shall, at the request of the Administrator, segregate in a separate account approved by the Administrator) for the benefit of each Purchaser Group, out of such Collections, first, an amount equal to the Aggregate Discount accrued through such day and not previously set aside, second, an amount equal to the Fees accrued and unpaid through such day, and third, to the extent funds are available therefor, an amount equal to the aggregate of each Purchasers' Share of the Servicing Fee accrued through such day and not previously set aside,

(ii) subject to Section 1.4(f), if such day is not a Termination Day, remit to the Seller, ratably, on behalf of each Purchaser Group, the remainder of such Collections. Such remainder shall, to the extent representing a return on the Aggregate Capital, ratably, according to each Purchaser's Capital, be automatically reinvested in Pool Receivables and the Related Rights; provided, that if the Purchased Interest would exceed 100%, then the Servicer shall not remit such remainder to the Seller or reinvest it, but shall set aside and hold (or cause the Seller to set aside and hold) in trust for the benefit of the Purchasers (and shall, at the request of the Administrator, segregate in a separate account approved by the Administrator) a portion of such Collections that, together with the other Collections set aside pursuant to this clause (ii), shall equal the amount necessary to reduce the Purchased Interest to 100% (determined as if such Collections set aside had been applied to reduce the Aggregate Capital at such time), which amount shall be deposited into the Administrator's Account (for further distribution by the Administrator, ratably, to each Purchaser Agent's account (for the benefit of its related Purchasers)) on the next Settlement Date in accordance with Section 1.4(c); provided, further, that in the case of any Purchaser that has provided notice (an "Exiting Notice") to its Purchaser Agent of its refusal, pursuant to Section 1.22, to extend its Commitment hereunder (an "Exiting Purchaser"), then, such Collections shall not be reinvested and

shall instead be held in trust for the benefit of such Purchaser and applied in accordance with clause (iii) below,

(iii) if such day is a Termination Day (or a day on which the Commitment of an Exiting Purchaser terminates), set aside and hold (or cause the Seller to set aside and hold) in trust (and shall, at the request of the Administrator, segregate in a separate account approved by the Administrator) for the benefit of each Purchaser Group the entire remainder of such Collections (or, in the case of an Exiting Purchaser, an amount equal to such Purchaser's ratable share of such Collections based on its Capital; provided, that solely for the purpose of determining such Purchaser's ratable share of such Collections, such Purchaser's Capital shall be deemed to remain constant from the day on which the Commitment of such Exiting Purchaser terminates, until the date such Purchaser's Capital has been paid in full; it being understood that if such day is also a Termination Day, such Exiting Purchaser's Capital shall be recalculated taking into account amounts received by such Purchaser in respect of this parenthetical and thereafter Collections shall be set aside for such Purchaser ratably in respect of its Capital (as recalculated); provided, further, that if amounts are set aside and held in trust on any Termination Day of the type described in clause (a) of the definition of "Termination Day" (or any day on which the Commitment of such Exiting Purchaser terminates) and, thereafter, the conditions set forth in Section 2 of Exhibit II are satisfied or waived by the Administrator and the Majority Purchaser Agents (or in the case of an Exiting Notice, such Exiting Notice has been revoked by the related Exiting Purchaser and written notice thereof has been provided to the Administrator, the related Purchaser Agent and the Servicer), such previously set-aside amounts shall, to the extent representing a return on Aggregate Capital (or the Capital of the Exiting Purchaser) and ratably in accordance with each Purchaser's Capital, be reinvested in accordance with clause (ii) above on the day of such subsequent satisfaction or waiver of conditions or revocation of Exiting Notice, as the case may be, and

(iv) subject to Section 1.4(f), release to the Seller for its own account any Collections in excess of: (x) the amounts that are required to be set aside or reinvested pursuant to clauses (i), (ii) and (iii) above plus (y) the Seller's Share of the Servicing Fee accrued and unpaid through such day and all reasonable and appropriate out-of-pocket costs and expenses of the Servicer for servicing, collecting and administering the Pool Receivables plus (z) all other amounts then due and payable by the Seller under this Agreement to the Purchasers, the LC Bank, the Administrator and any other Indemnified Party or Affected Person.

(c) The Servicer shall, in accordance with the priorities set forth in Section 1.4(d) below, deposit into the Administrator's Account (for further distribution by the Administrator into each applicable Purchaser Agent's account (or such other account designated by such applicable Purchaser or its Purchaser Agent)), on each Settlement Date (for any Portion of Capital), Collections held for each Purchaser pursuant to Sections 1.4(b)(i), (ii) and (iii) and Section 1.4(f); provided, that if Swift or an Affiliate thereof is the Servicer, such day is not a Termination Day and the Administrator has not notified Swift (or such Affiliate) that such right is revoked, Swift (or such Affiliate) may retain the portion of the Collections set aside pursuant to Section 1.4(b)(i) that represents the aggregate of each Purchasers' Share of the Servicing Fee. On or prior to the last day of each Calculation Period, each Purchaser Agent will notify the Servicer by email communications or other electronic delivery of the amount of Discount accrued with respect to its Portion of Capital during such Calculation Period or portion thereof.

(d) The Servicer shall distribute the amounts described (and at the times set forth) in Section 1.4(c), as follows:

(i) if such distribution occurs on a day that is not a Termination Day, that is not a day on which the Commitment of an Existing Purchaser terminates and on which the Purchased Interest does not exceed 100%, first to the Administrator's Account (for further distribution by the Administrator to each Purchaser Agent ratably (based on the Discount and Fees accrued during such Yield Period) (for the benefit of the relevant Purchasers within such Purchaser Agent's Purchaser Group)) in payment in full of all accrued Discount and Fees with respect to each Portion of Capital maintained by the Purchasers within such Purchaser Agent's Purchaser Group; it being understood that each Purchaser Agent shall distribute such amounts to the Purchasers within its Purchaser Group ratably according to Discount and Fees, and second, if the Servicer has set aside amounts in respect of the Servicing Fee pursuant to Section 1.4(b)(i) and has not retained such amounts pursuant to Section 1.4(c), to the Servicer's own account (payable in arrears on each Settlement Date) in payment in full of the aggregate of the Purchasers' Share of accrued Servicing Fees so set aside, and

(ii) if such distribution occurs on a Termination Day, on a day on which the Commitment of an Existing Purchaser terminates or on a day when the Purchased Interest exceeds 100%, first if Swift or an Affiliate thereof is not the Servicer or if Swift or an Affiliate thereof is the Servicer and a Termination Event shall have occurred and be continuing, to the Servicer's own account in payment in full of the Purchasers' Share of all accrued Servicing Fees, second to the Administrator's Account (for further distribution by the Administrator to each Purchaser Agent ratably (based on the Discount and Fees accrued during such Yield Period) (for the benefit of the relevant Purchasers within such Purchaser Agent's Purchaser Group)) in payment in full of all accrued Discount and Fees with respect to each Portion of Capital funded or maintained by the Purchasers within such Purchaser Agent's Purchaser Group, third to the Administrator's Account (for further distribution by the Administrator to each Purchaser Agent ratably (based on the aggregate of the Capital of each Purchaser in each such Purchaser Agent's Purchaser Group) (for the benefit of the relevant Purchasers within such Purchaser Agent's Purchaser Group)) in payment in full of (x) if such day is a Termination Day, each Purchaser's Capital, (y) if such day is not a Termination Day, the amount necessary to reduce the Purchased Interest to 100%, or (z) if such day is a day on which the Commitment of an Existing Purchaser terminates, an amount equal to the Existing Purchaser's ratable share of the Collections set aside pursuant to Section 1.4(b)(iii) based on its Capital (determined as if such Collections had been applied to reduce the Aggregate Capital); it being understood that each Purchaser Agent shall distribute the amounts described in thesecond and third clauses of this clause (ii) to the Purchasers within its Purchaser Group ratably (based on Discount and Fees and Capital, respectively), fourth, to the LC Collateral Account for the benefit of the LC Bank and the LC Participants, the amount necessary to cash collateralize the LC Participation Amount until the amount of cash collateral held in such LC Collateral Account equals 100% of the LC Participation Amount, fifth, if the Aggregate Capital and accrued Aggregate Discount with respect to each Portion of Capital for all Purchaser Groups have been reduced to zero, the Fees have been paid in full and the Purchasers' Share of all accrued Servicing Fees payable to the Servicer (if other than Swift or an Affiliate thereof) have been paid in full, to the Administrator's Account (for further distribution by the Administrator to each Purchaser Group ratably (based on the amounts payable to each) (for the benefit of the Purchasers within such Purchaser Group), the Administrator and any other Indemnified Party or Affected Person) in payment in full of any other amounts owed thereto by the Seller or the Servicer hereunder and sixth, to the Servicer's own account (if the Servicer is Swift or an Affiliate thereof and a Termination Event is not continuing) in payment in full of the aggregate of the Purchaser's Share of all accrued Servicing Fees.

After the Capital (on and after a day when the Purchased Interest exceeds 100% or any day on which the Commitment of an Existing Purchaser terminates), Aggregate Discount, Fees and Servicing Fees with respect to the Purchased Interest, and any other amounts payable by the Seller and the Servicer to each Purchaser Group, the Administrator or any other Indemnified Party or Affected Person hereunder have been paid in full, and (on and after a Termination Day) after Aggregate Capital and an amount equal to 100% of the LC Participation Amount has been deposited in the LC Collateral Account, all additional Collections with respect to the Purchased Interest shall be paid to the Seller for its own account.

(e) For the purposes of this Section 1.4:

(i) if on any day the Outstanding Balance of any Pool Receivable is reduced or adjusted as a result of any defective, rejected, returned, repossessed or foreclosed goods or services, or any revision, cancellation, allowance, rebate, discount or other adjustment made by the Seller or any Affiliate of the Seller, or the Servicer or any Affiliate of the Servicer, or any setoff or dispute between the Seller or any Affiliate of the Seller, or the Servicer or any Affiliate of the Servicer and an Obligor, the Seller shall be deemed to have received on such day a Collection of such Pool Receivable in the amount of such reduction or adjustment or, in the case of a Receivable which has been canceled and contemporaneously reissued pursuant to the Credit and Collection Policy, the negative difference (if any) between such canceled Receivable and such reissued Receivable, and shall, subject to Section 1.4(e)(v), immediately pay any and all such amounts in respect thereof to a Lock-Box Account for the benefit of the Purchasers and their assigns and for application pursuant to Section 1.4(b);

(ii) if on any day any of the representations or warranties in Sections 1(j) or 3(a) of Exhibit III is not true with respect to any Pool Receivable, the Seller shall be deemed to have received on such day a Collection of the full Outstanding Balance of such Pool Receivable and shall, subject to Section 1.4(e)(v), immediately pay any and all such amounts in respect thereof to a Lock-Box Account (or as otherwise directed by the Administrator at such time) for the benefit of the Purchasers and their assigns and for application pursuant to Section 1.4(b) (Collections deemed to have been received pursuant to Sections 1.4(e)(i) or (ii) are hereinafter sometimes referred to as Deemed Collections");

(iii) except as provided in Sections 1.4(e)(i) or (ii) or as otherwise required by applicable law or the relevant Contract, all Collections received from an Obligor of any Receivable shall be applied to the Receivables of such Obligor in the order of the age of such Receivables, starting with the oldest such Receivable, unless such Obligor specified an applicable Receivable;

(iv) if and to the extent the Administrator, any Purchaser Agent or any Purchaser shall be required for any reason to pay over to an Obligor (or any trustee, receiver, custodian or similar official in any Insolvency Proceeding) any amount received by it hereunder, such amount shall be deemed not to have been so received by such Person but rather to have been retained by the Seller and, accordingly, such Person shall have a claim against the Seller for such amount, payable when and to the extent that any distribution from or on behalf of such Obligor is made in respect thereof; and

(v) if at any time before the Facility Termination Date the Seller is deemed to have received any Deemed Collection under Sections 1.4(e)(i) and (ii), so long as no Termination Day then exists, the Seller may satisfy its obligation to deliver the amount of such Deemed Collections to a Lock-Box Account by instead recalculating (or being

deemed to have recalculated) the Purchased Interest by decreasing the Net Receivables Pool Balance by the amount of such Deemed Collections, so long as such adjustment does not cause the Purchased Interest to exceed 100%.

(f) If at any time the Seller wishes to cause the reduction of Aggregate Capital (but not to commence the liquidation, or reduction to zero, of the entire Aggregate Capital) the Seller may do so as follows:

(i) the Seller shall give the Administrator, each Purchaser Agent and the Servicer written notice in the form of Annex E (each, a 'Paydown Notice') at least two (2) Business Days prior to the date of such reduction for any reduction of the Aggregate Capital, and each such Paydown Notice shall include, among other things, the amount of such proposed reduction and the proposed date on which such reduction will commence;

(ii) on the proposed date of the commencement of such reduction and on each day thereafter, the Servicer shall cause Collections not to be reinvested until the amount thereof not so reinvested shall equal the desired amount of reduction; and

(iii) the Servicer shall hold (or cause the Seller to set aside and hold) such Collections in trust for the benefit of each Purchaser ratably according to its Capital, for payment to the Administrator's Account (for further distribution by the Administrator to each such Purchaser (or its related Purchaser Agent for the benefit of such Purchaser)) on the date specified in the Paydown Notice (or such other date as agreed to by the Administrator) with respect to any Portions of Capital maintained by such Purchaser immediately following the related current Yield Period, and the Aggregate Capital (together with the Capital of any related Purchaser) shall be deemed reduced in the amount to be paid to such Purchaser (or its related Purchaser Agent for the benefit of such Purchaser) only when in fact finally so paid;

provided, that:

(A) the amount of any such reduction shall not be less than \$100,000 for each Purchaser Group and shall be an integral multiple of \$100,000, and the sum of the Aggregate Capital and the Adjusted LC Participation Amount after giving effect to such reduction shall not be less than the Minimum Usage Amount; and

(B) with respect to any Portion of Capital, the Seller shall choose a reduction amount, and the date of commencement thereof, so that to the extent practicable such reduction shall commence and conclude in the same Yield Period.

**Section 1.5 Fees.** The Seller shall pay, or cause to be paid, to the Administrator's Account (for further distribution by the Administrator to each Purchaser Agent for the benefit of the Purchasers and Liquidity Providers in the related Purchaser Group) in accordance with the provisions set forth in Section 1.4(d) certain fees in the amounts and on the dates set forth in the fee letter agreement, dated the Closing Date, among the Seller, and the applicable Purchaser Agent, respectively (as any such fee letter agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Fee Letter").

#### **Section 1.6 Payments and Computations, Etc.**

(a) All amounts to be paid or deposited by the Seller or the Servicer hereunder or under any other Transaction Document shall be made without reduction for offset or

---

counterclaim and shall be paid or deposited no later than 2:00 p.m. (New York City time) on the day when due in same day funds to the the Administrator (for further distribution to an account for each Purchaser maintained by the applicable Purchaser Agent (or such other account as may be designated from time to time by such Purchaser Agent to the Seller and the Servicer)). All amounts received after 2:00 p.m. (New York City time) will be deemed to have been received on the next Business Day.

(b) The Seller or the Servicer, as the case may be, shall, to the extent permitted by law, pay interest on any amount not paid or deposited by the Seller or the Servicer, as the case may be, when due hereunder, at an interest rate equal to 2.0% per annum above the Base Rate, payable on demand.

(c) All computations of interest under Section 1.6(b) and all computations of Discount, Fees and other amounts hereunder shall be made on the basis of a year of 360 (or 365 or 366, as applicable, with respect to Discount or other amounts calculated by reference to the Base Rate) days for the actual number of days elapsed. Whenever any payment or deposit to be made hereunder shall be due on a day other than a Business Day, such payment or deposit shall be made on the next Business Day and such extension of time shall be included in the computation of such payment or deposit.

**Section 1.7 Increased Costs.** (a) If, after the date hereof, the Administrator, any Purchaser, any Purchaser Agent, any Liquidity Provider or any Program Support Provider or any of their respective Affiliates (each an "Affected Person") reasonably determines that the existence of or compliance with: (i) any law, rule, regulation, generally accepted accounting principle or any change therein or in the interpretation or application thereof, or (ii) any request, guideline or directive from any central bank or other Governmental Authority (whether or not having the force of law) issued or adopted or occurring after the date hereof affects or would affect the amount of capital required or expected to be maintained by such Affected Person, and such Affected Person determines that the amount of such capital is increased by or based upon the existence of any Commitment to make Purchases of (or otherwise to maintain the investment in) Pool Receivables or issue any Letter of Credit or any related liquidity facility, credit enhancement facility and other commitments of the same type, then, upon demand by such Affected Person (with a copy to the Administrator), the Seller shall promptly pay such Affected Person, from time to time as specified by such Affected Person, additional amounts sufficient to compensate such Affected Person for both increased costs and maintenance of bargained for yield in the light of such circumstances, to the extent that such Affected Person reasonably determines such increase in capital to be allocable to the existence of any of such commitments. A certificate as to such amounts submitted to the Seller and the Administrator by such Affected Person shall be conclusive and binding for all purposes, absent manifest error.

(b) If, after the date hereof, due to either: (i) the introduction of or any change in or in the interpretation of any law, rule, regulation or generally accepted accounting principle or (ii) compliance with any guideline or request from any central bank or other Governmental Authority (whether or not having the force of law) issued or adopted or occurring after the date hereof, there shall be any increase in the cost to any Affected Person of agreeing to purchase or purchasing, or maintaining the ownership of, the Purchased Interest (or its portion thereof) in respect of which Discount is computed by reference to SOFR, then, upon demand by such Affected Person, the Seller shall promptly pay to such Affected Person, from time to time as specified by such Affected Person, additional amounts sufficient to compensate such Affected Person for both increased costs and maintenance of bargained for yield. A certificate as to such amounts submitted to the Seller and the Administrator by such Affected Person shall be conclusive and binding for all purposes, absent manifest error.

---

(c) CWithin a reasonable time period after any Affected Person has actual knowledge that it is subject to increased capital requirements or incurs other increased costs pursuant to this Section 1.7, such Affected Person shall use reasonable efforts to notify the Servicer of such fact; provided, that any failure to give such notice shall not preclude such Affected Person from asserting any claim for compensation at any time or relieve the Seller from its obligations under this Section 1.7; provided, further, that if such increased costs affect the related Affected Person's portfolio of financing transactions, such Affected Person shall use reasonable averaging and attribution methods to allocate such increased capital requirements or increased costs to the transactions contemplated by this Agreement.

(d) Notwithstanding anything in this Section 1.7 to the contrary, (i) if any Affected Person fails to give demand for amounts or losses incurred in connection with this Section 1.7 within 180 days after it obtains knowledge that it is subject to increased capital requirements or has incurred other increased costs, such Affected Person shall, with respect to amounts payable pursuant to this Section 1.7, only be entitled to payment under this Section 1.7 for amounts or losses incurred from and after the date 180 days prior to the date that such Affected Person does give such demand and (ii) the Seller shall not be required to pay to any Affected Person (x) any amount that has been fully and finally paid in cash to such Affected Person pursuant to any other provision of this Agreement or any other Transaction Document, (y) any amount, if the payment of such amount is expressly excluded by any provision of this Agreement or any other Transaction Document or (z) any amount, if such amount constitutes Taxes (which shall be governed by Section 1.10).

(e) For the avoidance of doubt, any increase in cost and/or reduction in yield caused by regulatory capital allocation adjustments caused by (i) implementation of the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, regulations, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall be covered by this Section 1.7 regardless of the date enacted, adopted or issued.

(f) The Seller may designate any Purchaser that requests amounts under this Section as an "Exiting Purchaser" by delivering a written notice to the Administrator and the related Purchaser Agent.

**Section 1.8 Requirements of Law.** If, after the date hereof, any Affected Person determines that the existence of or compliance with: (x) any law, regulation or rule or any change therein or in the interpretation or application thereof, or (y) any request, guideline or directive from any central bank or other Governmental Authority (whether or not having the force of law) issued or adopted or occurring after the date hereof:

(i) does or shall subject such Affected Person to any increase in the Purchased Interest (or its portion thereof) or in the amount of Capital relating thereto,

(ii) does or shall impose, modify or hold applicable any reserve, special deposit, compulsory loan or similar requirement against assets held by, or deposits or other liabilities in or for the account of, purchases, advances or loans by, or other credit extended by, or any other acquisition of funds by, any office of such Affected Person that are not otherwise included in the determination of SOFR hereunder, or

(iii) does or shall impose on such Affected Person any other condition,

and the result of any of the foregoing is: (A) to increase the cost to such Affected Person of agreeing to Purchase or Purchasing or maintaining the ownership of undivided percentage ownership interests with regard to the Purchased Interest or any Portion of Capital or issuing any Letter of Credit, or (B) to reduce any amount receivable hereunder (whether directly or indirectly), then, in any such case, upon demand by such Affected Person, the Seller shall promptly pay to such Affected Person additional amounts necessary to compensate such Affected Person for such additional cost or reduced amount receivable. All such amounts shall be payable as incurred. A certificate as to such amounts submitted to the Seller and the Administrator by such Affected Person shall be conclusive and binding for all purposes, absent manifest error. The Seller may designate any Purchaser that requests amounts under this Section as an "Exiting Purchaser" by delivering a written notice to the Administrator and the related Purchaser Agent

Section 1.9 Funding Losses. If, for any reason, funding or maintaining any Portion of Capital hereunder at an interest rate determined by reference to SOFR does not occur on a date specified therefore, the Seller shall compensate such Affected Person, upon written request by such Person, for the difference, if any, between the rate to be paid by such Affected Person for SOFR and the rate of any replacement.

Section 1.10 Taxes. The Seller agrees that:

(a) Any and all payments by the Seller to or for the account of any Purchaser under this Agreement and any other Transaction Document shall be made free and clear of and without deduction for any Taxes or Other Taxes; provided, however that such payments shall not include (i) overall income taxes (however determined) or franchise taxes, in either case, imposed on any Affected Person by the United States, the jurisdiction under whose laws such Person is organized, the jurisdiction of such Person's principal place of business or the jurisdiction in which such Person holds its undivided percentage ownership interest with regard to the Purchased Interest, or any political subdivision thereof; (ii) any branch profits taxes imposed by the United States or any similar tax imposed by any other jurisdiction (iii) any backup withholding that is required by the Code to be withheld from amounts payable to any Affected Person that has failed to comply with Section 1.10(e), (iv) in the case of each Affected Person, any United States withholding tax imposed with respect to any payment by the Seller pursuant to this Agreement, but only up to the rate (if any) at which United States withholding tax would apply to such payments to such Purchaser at the time such Purchaser first becomes a party to this Agreement as more fully set forth in Section 1.10 (e)(4), and (v) any and all taxes imposed pursuant to or as a result of Section 1471 through 1474 of the Internal Revenue Code and any applicable Treasury Regulations promulgated thereunder or published administrative guidance implementing such Internal Revenue Code sections, whether in existence on the date hereof or promulgated or published hereafter ("FATCA") (all such Taxes other than those referred to in the provisos (i) through (v) above shall hereinafter be referred to as "Indemnified Taxes"). If the Seller shall be required by law to deduct any Indemnified Taxes from or in respect of any sum payable hereunder to any Affected Person, then (A) the sum payable shall be increased by the amount necessary to yield to such Person (after payment of all Taxes) an amount equal to the sum it would have received had no such deductions been made, (B) the Seller shall make such deductions, and (C) the Seller shall pay the amount deducted to the relevant taxation authority or other authority in accordance with applicable law. Further, if Seller is required by law to deduct any Taxes other than Indemnified Taxes from or in respect of any sum payable hereunder to any

---

Affected Person, then (A) Seller shall make such deductions, (C) the Seller shall pay the amount deducted to the relevant taxation authority or other authority in accordance with applicable law, and (C) the amounts so deducted and paid to the relevant taxation authority shall be treated under this Agreement as made to such Affected Person.

(b) Whenever any Indemnified Taxes are payable by the Seller, as promptly as possible thereafter, the Seller shall send to the Administrator for its own account or for the account of the related Affected Person, a certified copy of an original official receipt showing payment thereof or such other evidence of such payment as may be available to the Seller and acceptable to the taxing authorities having jurisdiction over such Person. If the Seller fails to pay any Indemnified Taxes when due to the appropriate taxing authority or fails to remit to the Administrator the required receipts or other required documentary evidence, the Seller shall indemnify the Administrator and/or any other Affected Person, as applicable, for any incremental Taxes, interest or penalties that may become payable by such party as a result of any such failure.

(c) The Seller shall indemnify each Affected Person, within twenty (20) Business Days after written demand therefor, for the full amount of any Indemnified Taxes paid by such Affected Person on or with respect to any payment by or on account of any obligation of the Seller hereunder (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 1.10) and any penalties, interest and reasonable expenses arising therefrom or with respect thereto. Such demand shall be made as promptly as practicable, but in any event within 90 days after such Affected Person obtains actual knowledge of such event; provided, however, that if any Affected Person fails to make such demand within 90 days after such Affected Person obtains knowledge of such event, such Affected Person shall, with respect to compensation payable in respect of such event, not be entitled to compensation in respect of the costs and losses incurred between the 90th day after such Affected Person obtains actual knowledge of such event and the date such Affected Person makes such demand. None of Sections 1.7, 1.8, 3.1, 3.2 or 6.4(a) shall apply to Taxes, which shall be governed exclusively by this Section 1.10.

(d) If an Affected Person determines, in its sole discretion, that it has received a refund or credit of any Taxes or Other Taxes as to which it has been indemnified by the Seller, it shall pay over such refund or credit to the Seller (but only to the extent of indemnity payments made, or additional amounts paid, by the Seller under this Section 1.10 with respect to the Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses of such Affected Person and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund net of any applicable Taxes payable in respect of such interest); provided, that the Seller agrees to repay each such Affected Person, within ten (10) Business Days after the request of such Affected Person, the amount paid over to the Seller (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event such Affected Person is required to repay such refund to such Governmental Authority. This Section 1.10 shall not be construed to require any Affected Person to make available its tax returns (or any other information relating to its Taxes which it deems confidential) to the Seller or any other Person.

(e) (1) Each Purchaser shall deliver to the Seller and to the Administrator, at the time or times prescribed by applicable laws or when reasonably requested by the Seller or the Administrator, such properly completed and executed documentation prescribed by applicable laws or by the taxing authorities of any jurisdiction and such other reasonably requested information as will permit the Seller or the Administrator, as the case may be, to determine (A)

---

whether or not payments made hereunder are subject to Taxes, (B) if applicable, the required rate of withholding or deduction, and (C) such Purchaser's entitlement to any available exemption from, or reduction of, applicable Taxes in respect of all payments to be made to such Purchaser by the Seller pursuant to this Agreement or otherwise to establish such Purchaser's status for withholding tax purposes in the applicable jurisdiction.

(2) Without limiting the generality of the foregoing:

(A) any Purchaser that is a "United States Person" within the meaning of Section 7701(a)(30) of the Internal Revenue Code, and not an exempt recipient described in Section 6049(b)(4) of the Internal Revenue Code, shall deliver to the Seller and the Administrator executed originals of Internal Revenue Service Form W-9 or such other documentation or information prescribed by applicable laws or reasonably requested by the Seller or the Administrator as will enable the Seller or the Administrator, as the case may be, to determine whether or not such Purchaser is subject to backup withholding or information reporting requirements; and

(B) each Purchaser that is organized under the laws of a jurisdiction other than the United States (including each State thereof and the District of Columbia) (a "Foreign Purchaser") that is entitled under the Internal Revenue Code or any applicable treaty to an exemption from or reduction of withholding tax with respect to payments hereunder shall deliver to the Seller and the Administrator (in such number of copies as shall be reasonably requested by the recipient) on or prior to the date on which such Foreign Purchaser becomes a Purchaser under this Agreement (and from time to time thereafter upon the request of the Seller or the Administrator, but only if such Foreign Purchaser is legally entitled to do so), whichever of the following is applicable

(I) executed originals of Internal Revenue Service Form W-8BEN claiming eligibility for benefits of an income tax treaty to which the United States is a party,

(II) executed originals of Internal Revenue Service Form W-8ECI,

(III) executed originals of Internal Revenue Service Form W-8IMY and all required supporting documentation,

(IV) in the case of a Foreign Purchaser claiming the benefits of the exemption for portfolio interest under section 881(c) of the Internal Revenue Code, (x) a certificate to the effect that such Foreign Purchaser is not (A) a "bank" within the meaning of section 881(c)(3)(A) of the Internal Revenue Code, (B) a "10 percent shareholder" of the Seller within the meaning of section 881(c)(3)(B) of the Internal Revenue Code, or (C) a "controlled foreign corporation" described in section 881(c)(3)(C) of the Internal Revenue Code, and (y) executed originals of Internal Revenue Service Form W-8BEN, or

(V) executed originals of any other form prescribed by applicable laws as a basis for claiming exemption from or a reduction in United States Federal withholding tax together with such supplementary documentation as may be prescribed by applicable laws to permit the Seller or the Administrator to determine the withholding or deduction required to be made.

---

(C) Each Purchaser or Administrator shall deliver to the Seller such other tax forms or other documents as shall be prescribed by applicable law, to the extent applicable, (x) to demonstrate that payments to such Purchaser or Administrator under this Agreement are exempt from any United States withholding tax imposed pursuant to FATCA, and (y) to allow the Seller to determine the amount to deduct or withhold under FATCA from a payment hereunder. Each Purchaser or Administrator further agrees to complete and to deliver to the Seller from time to time, so long as it is eligible to do so, any successor or additional form required by the Internal Revenue Service or reasonably requested by the Seller in order to secure an exemption from, or reduction in the rate of, withholding tax imposed pursuant to FATCA.

(3) Each Purchaser shall promptly notify the Seller and the Administrator of any change in circumstances which would modify or render invalid any claimed exemption or reduction.

(4) If the form provided by a Purchaser at the time such Purchaser first becomes a party to this Agreement indicates a United States interest withholding tax rate in excess of zero, withholding tax at such rate shall be considered excluded from Taxes unless and until such Purchaser provides the appropriate forms certifying that a lesser rate applies, whereupon withholding tax at such lesser rate only shall be considered excluded from Taxes for periods governed by such form.

(f) For any period with respect to which a Purchaser has failed to provide the Seller with the appropriate form, certificate or other document described in Section 1.10(e) (other than as a result of a change in law occurring after the date such Purchaser becomes a Purchaser), such Purchaser shall not be entitled to gross up under Section 1.10(a)(1) with respect to Taxes imposed by reason of such failure; provided, however, that should a Purchaser become subject to Taxes because of its failure to deliver a form, certificate or other document required hereunder, the Seller shall take such steps at the Purchaser's expense as the Purchaser shall reasonably request to assist the Purchaser to recover such Taxes.

(g) Any Affected Person claiming any additional amounts payable pursuant to this Section 1.10 agrees to use reasonable efforts (consistent with its internal policy and legal and regulatory restrictions) to change the jurisdiction of its lending office if the making of such a change would avoid the need for, or reduce the amount of, any such additional amounts that may thereafter accrue and would not, in the reasonable judgment of such Affected Person, be otherwise disadvantageous to such Affected Person.

Section 1.11 Inability to Determine SOFR. (a) If the Administrator (or any Purchaser Agent) determines (which determination shall be final and conclusive) before the first day of any Yield Period (with respect to the SOFR Rate determined by reference to the Term SOFR Rate) or on any day (with respect to the SOFR Rate determined by reference to Daily 1M SOFR) that

---

(i) deposits in Dollars (in the relevant amounts for such Yield Period) are not being offered to banks for such Yield Period, (ii) adequate means do not exist for ascertaining the SOFR Rate or (iii) the SOFR Rate does not accurately reflect the cost to any Purchaser (as determined by the related Purchaser or the applicable Purchaser Agent) of maintaining any Portion of Capital during such Yield Period, then the Administrator or such Purchaser Agent shall give notice thereof to the Seller. Thereafter, until the Administrator or such Purchaser Agent notifies the Seller that the circumstances giving rise to such suspension no longer exist, (a) no Portion of Capital shall be funded at the Alternate Rate determined by reference to SOFR and (b) the Discount for any outstanding Portions of Capital then funded at the Alternate Rate determined by reference to SOFR shall automatically be converted to the Alternate Rate determined by reference to the Base Rate on the last day of the then-current Yield Period (with respect to the SOFR Rate determined by reference to the Term SOFR Rate) or immediately be converted to the Alternate Rate determined by reference to the Base Rate (with respect to the SOFR Rate determined by reference to Daily 1M SOFR).

(b) If, on or before the first day of any Yield Period, the Administrator shall have been notified by any Affected Person that such Affected Person has determined (which determination shall be final and conclusive) that any enactment, promulgation or adoption of or any change in any applicable law, rule or regulation, or any change in the interpretation or administration thereof by a Governmental Authority charged with the interpretation or administration thereof, or compliance by such Affected Person with any guideline, request or directive (whether or not having the force of law) of any such Governmental Authority shall make it unlawful or impossible for such Affected Person to fund or maintain any Portion of Capital at the Alternate Rate and based upon the SOFR Rate the Administrator shall notify the Seller thereof. Upon receipt of such notice, until the Administrator notifies the Seller that the circumstances giving rise to such determination no longer apply, (a) no Portion of Capital shall be funded at the Alternate Rate determined by reference to the SOFR Rate and (b) the Discount for any outstanding Portions of Capital then funded at the Alternate Rate determined by reference to the SOFR Rate shall be converted to the Alternate Rate determined by reference to the Base Rate either (i) on the last day of the then current Yield Period if such Affected Person may lawfully continue to maintain such Portion of Capital at the Alternate Rate determined by reference to the SOFR Rate to such day, or (ii) immediately, if such Affected Person may not lawfully continue to maintain such Portion of Capital at the Alternate Rate determined by reference to the SOFR Rate to such day.

Section 1.12 Letters of Credit. On the terms and subject to the conditions hereof, the LC Bank shall issue or cause the issuance of Letters of Credit on behalf of Seller (and, if applicable, on behalf of, or for the account of, any Originator or any Affiliate of any Originator in favor of such beneficiaries as such Originator or such Affiliate of an Originator may elect); provided, that the LC Bank will not be required to issue or cause to be issued any Letters of Credit to the extent that after giving effect thereto the issuance of such Letters of Credit would then cause (a) the sum of (i) the Aggregate Capital plus (ii) the LC Participation Amount to exceed the Purchase Limit or (b) the LC Participation Amount to exceed the aggregate of the Commitments of the LC Bank and the LC Participants. All amounts drawn upon Letters of Credit shall accrue Discount. Letters of Credit that have not been drawn upon shall not accrue Discount.

Section 1.13 Issuance of Letters of Credit

---

(a) The Seller may request the LC Bank, upon two (2) Business Days' prior written notice submitted on or before 11:00 a.m., New York time, to issue a Letter of Credit by delivering to the Administrator a Letter of Credit Application (the "Letter of Credit Application"), substantially in the form of Annex F hereto and a Purchase Notice, in the form of Annex B hereto, in each case completed to the satisfaction of the Administrator and the LC Bank and, such other certificates, documents and other papers and information as the Administrator may reasonably request. The Seller also has the right to give instructions and make agreements with respect to any Letter of Credit Application and the disposition of documents, and to agree with the Administrator upon any amendment, extension or renewal of any Letter of Credit.

(b) Each Letter of Credit shall, among other things, (i) provide for the payment of sight drafts or other written demands for payment when presented for honor thereunder in accordance with the terms thereof and when accompanied by the documents described therein and (ii) have an expiry date not later than twelve (12) months after such Letter of Credit's date of issuance, extension or renewal, as the case may be, and in no event later than the date that is twelve (12) months after the date in clause (a) of the definition of "Facility Termination Date." Each Letter of Credit shall be subject either to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600, and any amendments or revisions thereof adhered to by the LC Bank or the International Standby Practices (ISP98-International Chamber of Commerce Publication Number 590), and any amendments or revisions thereof adhered to by the LC Bank, as determined by the LC Bank.

(c) The Administrator shall promptly notify the LC Bank and LC Participants, at such Person's respective address for notices hereunder, of the request by the Seller for a Letter of Credit hereunder, and shall provide the LC Bank and LC Participants with the Letter of Credit Application delivered to the Administrator by the Seller pursuant to Section 1.13(a) above, by the close of business on the day received or if received on a day that is not a Business Day or on any Business Day after 11:00 a.m. New York time on such day, on the next Business Day.

**Section 1.14 Requirements For Issuance of Letters of Credit** The Seller (i) shall authorize and direct the LC Bank to name the Seller, any Originator or any Affiliate of an Originator as the "Applicant" or "Account Party" of each Letter of Credit, and (ii) if an Originator or Affiliate is named as the "Applicant" (an "Applicant"), (A) shall have received an executed reimbursement agreement from such Applicant pursuant to which such Applicant shall have agreed to reimburse Seller for any drawing on such Letter of Credit on the applicable Drawing Date, and (B) in connection with such reimbursement agreement, shall have received a fronting fee for arranging such Letter of Credit in an amount not less than 0.10% of the face amount of such Letter of Credit.

#### **Section 1.15 Disbursements, Reimbursement**

(a) Immediately upon the issuance of each Letter of Credit, each LC Participant shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the LC Bank a participation in such Letter of Credit and each drawing thereunder in an amount equal to such LC Participant's Pro Rata Share of the face amount of such Letter of Credit and the amount of such drawing, respectively.

(b) In the event of any request for a drawing under a Letter of Credit by the beneficiary or transferee thereof, the LC Bank will promptly notify the Administrator and the Seller of such request. Provided that it shall have received such notice, the Seller shall reimburse (such obligation to reimburse the LC Bank shall sometimes be referred to as a "Reimbursement Obligation") the LC Bank prior to 12:00 p.m., New York time on each date that an amount is paid by the LC Bank under any Letter of Credit (each such date, a "Drawing Date") in an amount equal to the amount so paid by the LC Bank. In the event the Seller fails to reimburse the LC

Bank for the full amount of any drawing under any Letter of Credit by 12:00 p.m., New York time, on the Drawing Date, the LC Bank will promptly notify each LC Participant thereof, and the Seller shall be deemed to have requested that a Funded Purchase be made by the Purchasers in the Purchaser Group for the LC Bank and the LC Participants to be disbursed on the Drawing Date under such Letter of Credit in accordance with Section 1.1(b). Any notice given by the LC Bank pursuant to this Section 1.15(b) may be oral if immediately confirmed in writing; provided that the lack of any such written confirmation shall not affect the conclusiveness or binding effect of the oral notice.

(c) Each LC Participant shall upon any notice pursuant to Section 1.15(b) above make available to the LC Bank an amount in immediately available funds equal to its Pro Rata Share of the amount of the drawing. If any LC Participant so notified fails to make available to the LC Bank the amount of such LC Participant's Pro Rata Share of such amount by no later than 2:00 p.m., New York time on the Drawing Date, then interest shall accrue on such LC Participant's obligation to make such payment, from the Drawing Date to the date on which such LC Participant makes such payment (i) at a rate per annum equal to the Federal Funds Rate during the first three days following the Drawing Date and (ii) at a rate per annum equal to the rate applicable to Capital on and after the fourth day following the Drawing Date. The LC Bank will promptly give notice of the occurrence of the Drawing Date, but failure of the LC Bank to give any such notice on the Drawing Date or in sufficient time to enable any LC Participant to effect such payment on such date shall not relieve such LC Participant from its obligation under this Section 1.15(c); provided that such LC Participant shall not be obligated to pay interest as provided in clauses (i) and (ii) above until and commencing from the date of receipt of notice from the LC Bank or the Administrator of a drawing. Each LC Participant's Commitment shall continue until the last to occur of any of the following events: (A) the LC Bank ceases to be obligated to issue or cause to be issued Letters of Credit hereunder; (B) no Letter of Credit issued hereunder remains outstanding and uncancelled; or (C) all Persons (other than the Seller) have been fully reimbursed for all payments made under or relating to Letters of Credit.

#### Section 1.16 Repayment of Participation Advances.

(a) Upon (and only upon) receipt by the LC Bank for its account of immediately available funds from or for the account of the Seller in reimbursement of any payment made by the LC Bank under a Letter of Credit with respect to which any LC Participant has made a participation advance to the LC Bank, the LC Bank (or the Administrator on its behalf) will pay to each LC Participant, ratably (based on the outstanding drawn amounts funded by each such LC Participant in respect of such Letter of Credit), in the same funds as those received by the LC Bank; it being understood, that the LC Bank shall retain a ratable amount of such funds that were not the subject of any payment in respect of such Letter of Credit by any LC Participant.

(b) If the LC Bank is required at any time to return to the Seller, or to a trustee, receiver, liquidator, custodian, or any official in any Insolvency Proceeding, any portion of the payments made by the Seller to the LC Bank pursuant to this Agreement in reimbursement of a payment made under the Letter of Credit or interest or fee thereon, each LC Participant shall, on demand of the LC Bank, forthwith return to the LC Bank the amount of its Pro Rata Share of any amounts so returned by the LC Bank plus interest at the Federal Funds Rate, from the date the payment was first made to such LC Participant through, but not including, the date the payment is returned by such LC Participant.

Section 1.17 Documentation. The Seller agrees to be bound by (i) the terms of the Letter of Credit Application, (ii) by the LC Bank's interpretations of any Letter of Credit issued for the Seller and (iii) by the LC Bank's written regulations and customary practices relating to letters of credit, though the LC Bank's interpretation of such regulations and practices may be different from the Seller's own. In the event of a conflict between the Letter of Credit

---

Application and this Agreement, this Agreement shall govern. It is understood and agreed that, except in the case of gross negligence or willful misconduct by the LC Bank, the LC Bank shall not be liable for any error, negligence and/or mistakes, whether of omission or commission, in following the Seller's instructions or those contained in the Letters of Credit or any modifications, amendments or supplements thereto.

**Section 1.18 Determination to Honor Drawing Request.** In determining whether to honor any request for drawing under any Letter of Credit by the beneficiary thereof, the LC Bank shall be responsible only to determine that the documents and certificates required to be delivered under such Letter of Credit have been delivered and that they comply on their face with the requirements of such Letter of Credit and that any other drawing condition appearing on the face of such Letter of Credit has been satisfied in the manner so set forth.

**Section 1.19 Nature of Participation and Reimbursement Obligations.** Each LC Participant's obligation in accordance with this Agreement to make participation advances as a result of a drawing under a Letter of Credit, and the obligations of the Seller to reimburse the LC Bank upon a draw under a Letter of Credit, shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Article I under all circumstances, including the following circumstances:

(a) any set-off, counterclaim, recoupment, defense or other right which such LC Participant may have against the LC Bank, the Administrator, the Purchasers, the Purchaser Agents, the Seller or any other Person for any reason whatsoever;

(b) the failure of the Seller or any other Person to comply with the conditions set forth in this Agreement for the making of Purchases, reinvestments, requests for Letters of Credit or otherwise, it being acknowledged that such conditions are not required for the making of participation advances hereunder;

(c) any lack of validity or enforceability of any Letter of Credit or any set-off, counterclaim, recoupment, defense or other right which Seller or any Originator on behalf of which a Letter of Credit has been issued may have against the LC Bank, the Administrator, any Purchaser, or any other Person for any reason whatsoever;

(d) any claim of breach of warranty that might be made by the Seller, the LC Bank or any LC Participant against the beneficiary of a Letter of Credit, or the existence of any claim, set-off, defense or other right which the Seller, the LC Bank or any LC Participant may have at any time against a beneficiary, any successor beneficiary or any transferee of any Letter of Credit or the proceeds thereof (or any Persons for whom any such transferee may be acting), the LC Bank, any LC Participant, the Purchasers or Purchaser Agents or any other Person, whether in connection with this Agreement, the transactions contemplated herein or any unrelated transaction (including any underlying transaction between the Seller or any Subsidiaries of the Seller or any Affiliates of the Seller and the beneficiary for which any Letter of Credit was procured);

(e) the lack of power or authority of any signer of, or lack of validity, sufficiency, accuracy, enforceability or genuineness of, any draft, demand, instrument, certificate or other document presented under any Letter of Credit, or any such draft, demand, instrument, certificate or other document proving to be forged, fraudulent, invalid, defective or insufficient in any respect or any statement therein being untrue or inaccurate in any respect, even if the Administrator or the LC Bank has been notified thereof;

---

(f) payment by the LC Bank under any Letter of Credit against presentation of a demand, draft or certificate or other document which does not comply with the terms of such Letter of Credit other than as a result of the gross negligence or willful misconduct of the LC Bank;

(g) the solvency of, or any acts or omissions by, any beneficiary of any Letter of Credit, or any other Person having a role in any transaction or obligation relating to a Letter of Credit, or the existence, nature, quality, quantity, condition, value or other characteristic of any property or services relating to a Letter of Credit;

(h) any failure by the LC Bank or any of the LC Bank's Affiliates to issue any Letter of Credit in the form requested by the Seller, unless the LC Bank has received written notice from the Seller of such failure within three (3) Business Days after the LC Bank shall have furnished the Seller a copy of such Letter of Credit and such error is material and no drawing has been made thereon prior to receipt of such notice;

(i) any Material Adverse Effect on the Seller, any Originator or any Affiliates thereof;

(j) any breach of this Agreement or any Transaction Document by any party thereto;

(k) the occurrence or continuance of an Insolvency Proceeding with respect to the Seller, any Originator or any Affiliate thereof;

(l) the fact that a Termination Event or an Unmatured Termination Event shall have occurred and be continuing;

(m) the fact that this Agreement or the obligations of the Seller or the Servicer hereunder shall have been terminated; and

(n) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing.

**Section 1.20 Indemnity.** In addition to other amounts payable hereunder, the Seller hereby agrees to protect, indemnify, pay and save harmless the Administrator, the LC Bank, each LC Participant and any of the LC Bank's Affiliates that have issued a Letter of Credit from and against any and all claims, demands, liabilities, damages, taxes, penalties, interest, judgments, losses, costs, charges and expenses (including Attorney Costs) which the Administrator, the LC Bank, any LC Participant or any of their respective Affiliates may incur or be subject to as a consequence, direct or indirect, of the issuance of any Letter of Credit, other than as a result of (a) the gross negligence or willful misconduct of the party to be indemnified as determined by a final judgment of a court of competent jurisdiction or (b) the wrongful dishonor by the LC Bank of a proper demand for payment made under any Letter of Credit, except if such dishonor resulted from any act or omission, whether rightful or wrongful, of any present or future de jure or de facto Governmental Authority (all such acts or omissions herein called "Governmental Acts").

**Section 1.21 Liability for Acts and Omissions.** As between the Seller, on the one hand, and the Administrator, the LC Bank, the LC Participants, the Purchasers and the Purchaser Agents, on the other, the Seller assumes all risks of the acts and omissions of, or misuse of any Letter of Credit by, the respective beneficiaries of such Letter of Credit. In furtherance and not in limitation of the respective foregoing, none of the Administrator, the LC Bank, the LC Participants, the Purchasers or the Purchaser Agents shall be responsible for: (i) the form,

---

validity, sufficiency, accuracy, genuineness or legal effect of any document submitted by any party in connection with the application for an issuance of any such Letter of Credit, even if it should in fact prove to be in any or all respects invalid, insufficient, inaccurate, fraudulent or forged (even if the LC Bank or any LC Participant shall have been notified thereof); (ii) the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign any such Letter of Credit or the rights or benefits thereunder or proceeds thereof, in whole or in part, which may prove to be invalid or ineffective for any reason; (iii) the failure of the beneficiary of any such Letter of Credit, or any other party to which such Letter of Credit may be transferred, to comply fully with any conditions required in order to draw upon such Letter of Credit or any other claim of the Seller against any beneficiary of such Letter of Credit, or any such transferee, or any dispute between or among the Seller and any beneficiary of any Letter of Credit or any such transferee; (iv) errors, omissions, interruptions or delays in transmission or delivery of any messages, by mail, cable, telegraph, telex or otherwise, whether or not they be in cipher; (v) errors in interpretation of technical terms; (vi) any loss or delay in the transmission or otherwise of any document required in order to make a drawing under any such Letter of Credit or of the proceeds thereof; (vii) the misapplication by the beneficiary of any such Letter of Credit of the proceeds of any drawing under such Letter of Credit; or (viii) any consequences arising from causes beyond the control of the Administrator, the LC Bank, the LC Participants, the Purchasers and the Purchaser Agents, including any Governmental Acts, and none of the above shall affect or impair, or prevent the vesting of, any of the LC Bank's rights or powers hereunder. Nothing in the preceding sentence shall relieve the LC Bank from liability for its gross negligence or willful misconduct, as determined by a final non-appealable judgment of a court of competent jurisdiction, in connection with actions or omissions described in such clauses (i) through (viii) of such sentence. In no event shall the Administrator, the LC Bank, the LC Participants, the Purchasers or the Purchaser Agents or their respective Affiliates, be liable to the Seller or any other Person for any indirect, consequential, incidental, punitive, exemplary or special damages or expenses (including without limitation Attorney Costs), or for any damages resulting from any change in the value of any property relating to a Letter of Credit.

Without limiting the generality of the foregoing, the Administrator, the LC Bank, the LC Participants, the Purchasers and the Purchaser Agents and each of its Affiliates: (i) may rely on any written communication believed in good faith by such Person to have been authorized or given by or on behalf of the applicant for a Letter of Credit; (ii) may honor any presentation if the documents presented appear on their face to comply with the terms and conditions of the relevant Letter of Credit; (iii) may honor a previously dishonored presentation under a Letter of Credit, whether such dishonor was pursuant to a court order, to settle or compromise any claim of wrongful dishonor, or otherwise, and shall be entitled to reimbursement to the same extent as if such presentation had initially been honored, together with any interest paid by the LC Bank or its Affiliates; (iv) may honor any drawing that is payable upon presentation of a statement advising negotiation or payment, upon receipt of such statement (even if such statement indicates that a draft or other document is being delivered separately), and shall not be liable for any failure of any such draft or other document to arrive, or to conform in any way with the relevant Letter of Credit; (v) may pay any paying or negotiating bank claiming that it rightfully honored under the laws or practices of the place where such bank is located; and (vi) may settle or adjust any claim or demand made on the Administrator, the LC Bank, the LC Participants, the Purchasers or the Purchaser Agents or their respective Affiliates, in any way related to any order issued at the applicant's request to an air carrier, a letter of guarantee or of indemnity issued to a carrier or any similar document (each an "Order") and may honor any drawing in connection with any Letter of Credit that is the subject of such Order, notwithstanding that any drafts or

---

other documents presented in connection with such Letter of Credit fail to conform in any way with such Letter of Credit.

In furtherance and extension and not in limitation of the specific provisions set forth above, any action taken or omitted by the LC Bank under or in connection with any Letter of Credit issued by it or any documents and certificates delivered thereunder, if taken or omitted in good faith and without gross negligence or willful misconduct, as determined by a final non-appealable judgment of a court of competent jurisdiction, shall not put the LC Bank under any resulting liability to the Seller, any LC Participant or any other Person.

**Section 1.22 Extension of Termination Date.** The Seller may request the extension of the then current Facility Termination Date by providing written notice to the Administrator and each Purchaser Agent; provided such request is made not more than 180 days prior to, and not less than 90 days prior to, the then current Facility Termination Date. In the event that the Purchasers are all agreeable to such extension, the Administrator shall so notify the Seller and the Servicer (it being understood that the Purchasers may accept or decline such a request in their sole discretion and on such terms as they may elect) not more than 90 days from the date of the Seller's written notice and the Seller, the Servicer, the Administrator, the Purchaser Agents and the Purchasers shall enter into such documents as the Purchasers may deem necessary or appropriate to reflect such extension, and all reasonable costs and expenses incurred by the Purchasers, the Administrator and the Purchaser Agents in connection therewith (including Attorney Costs) shall be paid by the Seller. In the event any Purchaser declines the request for such extension, (a) the Purchase Limit shall be reduced by an amount equal to the Commitment of such Purchaser and (b) such Purchaser (or the applicable Purchaser Agent on its behalf) shall so notify the Administrator and the Administrator shall so notify the Seller of such determination; provided, that the failure of the Administrator to notify the Seller of the determination to decline such extension shall not affect the understanding and agreement that the applicable Purchasers shall be deemed to have refused to grant the requested extension in the event the Administrator fails to affirmatively notify the Seller of their agreement to accept the requested extension.

**Section 1.23 Increase in Purchase Limit.** The Seller may, on any Business Day prior to the Facility Termination Date, with the written consent of the Administrator (not to be unreasonably withheld or delayed), request an increase of the Purchase Limit by delivering a request substantially in the form attached hereto as Annex G (each, a "Purchase Limit Increase Request") or in such other form acceptable to the Administrator, at least ten (10) Business Days prior to the desired effective date of such increase (the "Purchase Limit Increase") identifying the additional Purchaser(s) (or, with the written consent of the applicable Purchaser Agent and Related Committed Purchaser(s) or related LC Participant, additional Commitments for existing Purchaser(s)) and the related Purchaser Group(s), which additional Purchaser(s) shall be reasonably acceptable to the Administrator (other than in the case of the existing Purchaser(s), which shall be deemed acceptable), and the amount of its Commitment (or additional amount of the Commitment(s) of the existing Purchaser(s)); provided, however, that:

(a) the aggregate amount of all Purchase Limit Increases shall not exceed \$100,000,000 and any such Purchase Limit Increase shall be in an amount not less than \$10,000,000 (or such lesser amount then agreed to by the Administrator);

(b) no Unmatured Termination Event or Termination Event shall have occurred and be continuing at the time of the request or the effective date of the Purchase Limit Increase;

---

(c) the representations and warranties of the Seller contained in Exhibit III of this Agreement are true and correct in all material respects on and as the date of such purchase or reinvestment as though made on and as of such date (except for representations and warranties which apply as to an earlier date, in which case such representations and warranties shall be true and correct as of such earlier date); and

(d) the conditions set forth in clause 2 of Exhibit II shall be satisfied.

The effective date of the Purchase Limit Increase shall be agreed upon by the Seller and the Administrator. Upon the effectiveness thereof, the new Purchaser (or, if applicable, existing Purchaser) shall make Purchases in an amount sufficient such that after giving effect to its Purchases each Purchaser Group shall have outstanding its Ratable Share of the Aggregate Capital outstanding. The Seller agrees to pay the expenses of the Administrator (including reasonable attorneys' fees) relating to any Purchase Limit Increase. Notwithstanding anything herein to the contrary, no Purchaser shall have any obligation to increase its Commitment and no Purchaser's Commitment shall be increased without its written consent thereto, and each Purchaser may at its option, unconditionally and without cause, decline to increase its Commitment.

Section 1.24 Benchmark Replacement Setting. (i) Notwithstanding anything to the contrary herein or in any other Transaction Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then the Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Transaction Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Purchasers without any amendment to, or further action or consent of any other party to, this Agreement or any other Transaction Document so long as the Administrator has not received, by such time, written notice of objection to such Benchmark Replacement from Purchasers comprising the Majority Purchaser Agents.

(ii) In connection with the implementation and administration of a Benchmark Replacement, the Administrator will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Transaction Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Transaction Document.

(iii) The Administrator will promptly notify the Seller and the Purchaser Agents of (A) any occurrence of a Benchmark Transition Event and its related Benchmark Replacement Date, (B) the implementation of any Benchmark Replacement, (C) the effectiveness of any Conforming Changes, (D) the removal or reinstatement of any tenor of a Benchmark pursuant to paragraph (iv) below and (E) the commencement of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrator or, if applicable, any Purchaser (or group of Purchasers) pursuant to this Section 1.24, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Transaction Document except, in each case, as expressly required pursuant to this Section 1.24.

---

(iv) Notwithstanding anything to the contrary herein or in any other Transaction Document, at any time (including in connection with the implementation of a Benchmark Replacement), (A) if the then-current Benchmark is a term rate and either (I) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrator in its reasonable discretion or (II) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is or will be no longer representative, then the Administrator may remove such unavailable or non-representative tenor and (B) if a tenor that was removed pursuant to clause (A) above either (I) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (II) is not, or is no longer, subject to an announcement that it is or will no longer be representative for a Benchmark (including a Benchmark Replacement), then the Administrator may reinstate such previously removed tenor.

(v) Upon the Seller's receipt of notice of the commencement of a Benchmark Unavailability Period, the Seller may revoke any request for a Purchase, or a conversion to or continuation of Purchases, bearing interest at the SOFR Rate to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Seller will be deemed to have converted any such request into a request for a Purchase, or a conversion of a Purchase, bearing interest at the Base Rate, and, for the avoidance of doubt, all outstanding Purchases bearing interest at the SOFR Rate shall automatically be converted to Purchases bearing interest at the Base Rate. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of the Alternate Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of the Alternate Rate.

(vi) As used in this Section 1.24:

"Available Tenor" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) if the then-current Benchmark is a term rate or is based on a term rate, any tenor for such Benchmark that is or may be used for determining the length of tenor or (y) otherwise, any payment period for interest calculated with reference to such Benchmark, as applicable, pursuant to this Agreement as of such date.

"Benchmark" means, initially, the SOFR Rate; provided that if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to such SOFR Rate or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to this Section 1.24. Any reference to "Benchmark" shall include, as applicable, the published component used in the calculation thereof.

C"Benchmark Replacement" means, for any Available Tenor, the sum of (A) the alternate benchmark rate that has been selected by the Administrator as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to any evolving or then-prevailing market convention, including any applicable recommendations made by the Relevant Governmental Body, for U.S. dollar-denominated syndicated credit facilities at such time and (B) the related Benchmark Replacement Adjustment; provided that if the Benchmark Replacement as so determined above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Transaction Documents and provided further, that any such Benchmark Replacement shall be administratively feasible as determined by the Administrator in its sole discretion.

"Benchmark Replacement Adjustment" means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable

---

Available Tenor for any setting of such Unadjusted Benchmark Replacement the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrator for the applicable Corresponding Tenor giving due consideration to any evolving or then-prevailing market convention, including any applicable recommendations made by the Relevant Governmental Body, for U.S. dollar-denominated syndicated credit facilities at such time; provided that, if the then-current Benchmark is a term rate, more than one tenor of such Benchmark is available as of the applicable Benchmark Replacement Date and the applicable Unadjusted Benchmark Replacement will not be a term rate, the Available Tenor of such Benchmark for purposes of this definition of "Benchmark Replacement Adjustment" shall be deemed to be the Available Tenor that has approximately the same length (disregarding business day adjustments) as the payment period for interest calculated with reference to such Unadjusted Benchmark Replacement.

"Benchmark Replacement Date" means a date and time determined by the Administrator, and no later than the earliest to occur of the following events with respect to the then-current Benchmark:

(1) in the case of clause (1) or (2) of the definition of "Benchmark Transition Event", the later of (A) the date of the public statement or publication of information referenced therein and (B) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(2) in the case of clause (3) of the definition of "Benchmark Transition Event", the date determined by the Administrator, which date shall promptly follow the date of the public statement or publication of information referenced therein.

For the avoidance of doubt, (i) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination and (ii) the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (1) or (2) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Transition Event" means, the occurrence of one or more of the following events, with respect to any then-current Benchmark:

(1) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(2) a public statement or publication of information by a Governmental Authority having jurisdiction over the Administrator, the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has

---

ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) or a Governmental Authority having jurisdiction over the Administrator announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer representative.

For the avoidance of doubt, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

**"Benchmark Unavailability Period"** means the period (if any) (x) beginning at the time that a Benchmark Replacement Date pursuant to clauses (1) or (2) of that definition has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Transaction Document in accordance with this Section 1.24 and (y) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Transaction Document in accordance with this Section 1.24.

**"Corresponding Tenor"** with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

**"Floor"** means the SOFR Floor.

**"Reference Time"** means, with respect to any setting of the then-current Benchmark, the time determined by the Administrator in its reasonable discretion.

**"Relevant Governmental Body"** means the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or any successor thereto.

**"Unadjusted Benchmark Replacement"** means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

## **ARTICLE II**

### **REPRESENTATIONS AND WARRANTIES; COVENANTS; TERMINATION EVENTS**

Section 2.1 **Representations and Warranties; Covenants**. Each of the Seller and the Servicer hereby makes the representations and warranties, and hereby agrees to perform and observe the covenants, applicable to it set forth in Exhibits III and IV, respectively.

Section 2.2 **Termination Events**. If any of the Termination Events set forth in Exhibit V shall occur, the Administrator may (with the consent of the Majority Purchaser Agents) or shall (at the direction of the Majority Purchaser Agents), by notice to the Seller, declare the Facility Termination Date to have occurred (in which case the Facility Termination Date shall be

---

deemed to have occurred); provided, that upon the occurrence of any event (without any requirement for the passage of time or the giving of notice) described in paragraph (f) of Exhibit V, the Facility Termination Date shall automatically occur. Upon any such declaration, occurrence or deemed occurrence of the Facility Termination Date, the Administrator, each Purchaser Agent and each Purchaser shall have, in addition to the rights and remedies that they may have under this Agreement, all other rights and remedies provided after default under the UCC and under other applicable law, which rights and remedies shall be cumulative.

## ARTICLE III

### INDEMNIFICATION

Section 3.1 Indemnities by the Seller. Without limiting any other rights any such Person may have hereunder or under applicable law, the Seller hereby indemnifies and holds harmless, on an after-tax basis, the Administrator, each Purchaser Agent, each Liquidity Provider, each Program Support Provider and each Purchaser and their respective officers, directors, agents and employees (each an "Indemnified Party") from and against any and all damages, losses, claims, liabilities, penalties, Taxes, costs and expenses (including Attorney Costs) (all of the foregoing collectively, the "Indemnified Amounts") at any time imposed on or incurred by any Indemnified Party arising out of or otherwise relating to any Transaction Document, the transactions contemplated thereby or the acquisition of any portion of the Purchased Interest, or any action taken or omitted by any of the Indemnified Parties (including any action taken by the Administrator as attorney-in-fact for the Seller or any Originator hereunder or under any other Transaction Document), whether arising by reason of the acts to be performed by the Seller hereunder or otherwise, excluding only Indemnified Amounts to the extent (a) a final judgment of a court of competent jurisdiction holds that such Indemnified Amounts resulted from gross negligence or willful misconduct of the Indemnified Party seeking indemnification, (b) due to the credit risk of the Obligor and for which reimbursement would constitute recourse to any Originator, the Seller or the Servicer for uncollectible Receivables or (c) such Indemnified Amounts include Taxes imposed or based on, or measured by, the gross or net income or receipts of such Indemnified Party by the jurisdiction under the laws of which such Indemnified Party is organized (or any political subdivision thereof); provided, that nothing contained in this sentence shall limit the liability of the Seller or the Servicer or limit the recourse of any Indemnified Party to the Seller or the Servicer for any amounts otherwise specifically provided to be paid by the Seller or the Servicer hereunder. Without limiting the foregoing indemnification, but subject to the limitations set forth in clauses (a), (b) and (c) of the previous sentence, the Seller shall indemnify each Indemnified Party for amounts (including losses in respect of uncollectible Receivables, regardless, for purposes of these specific matters, whether reimbursement therefor would constitute recourse to the Seller or the Servicer) relating to or resulting from:

(a) the failure of any Receivable included in the calculation of the Net Receivables Pool Balance as an Eligible Receivable to be an Eligible Receivable, the failure of any information contained in any Periodic Report to be true and correct, or the failure of any other information provided to any Purchaser or the Administrator with respect to the Receivables or this Agreement to be true and correct;

(b) the failure of any representation, warranty or statement made or deemed made by the Seller (or any employee, officer or agent of the Seller) under or in connection with this Agreement, any other Transaction Document, or any Periodic Report or any other information or report delivered by or on behalf of the Seller pursuant hereto to have been true and correct as of the date made or deemed made in all respects;

(c) the failure by the Seller to comply with any applicable law, rule or regulation with respect to any Receivable or the related Contract, or the nonconformity of any Receivable or related Contract with any such applicable law, rule or regulation;

(d) the failure of the Seller to vest and maintain vested in the Administrator, for the benefit of the Purchasers, a first priority perfected ownership or security interest in the Purchased Interest and the property conveyed hereunder, free and clear of any Adverse Claim;

(e) any commingling of funds to which the Administrator, any Purchaser Agent or any Purchaser is entitled hereunder with any other funds;

(f) [intentionally omitted];

(g) any failure of a Lock-Box Bank to comply in all material respects with the terms of the applicable Lock-Box Agreement;

(h) any dispute, claim, offset or defense (other than discharge in bankruptcy of the Obligor) of the Obligor to the payment of any Receivable (including a defense based on such Receivable or the related Contract not being a legal, valid and binding obligation of such Obligor enforceable against it in accordance with its terms), or any other claim resulting from the sale or lease of goods or the rendering of services related to such Receivable or the furnishing or failure to furnish any such goods or services or relating to collection activities (if such collection activities were performed by the Seller or any of its Affiliates acting as the Servicer or by any agent or independent contractor retained by the Seller or any of its Affiliates) with respect to such Receivable;

(i) any failure of the Seller (or any of its Affiliates acting as the Servicer) to perform its duties or obligations in accordance with the provisions of this Agreement, any Contract or any other Transaction Document to which it is a party;

(j) [intentionally omitted];

(k) any reduction in Capital as a result of the distribution of Collections pursuant to Section 1.4(d), if all or a portion of such distributions shall thereafter be rescinded or otherwise must be returned for any reason;

(l) the use of proceeds of Purchase or reinvestment or the issuance of any Letter of Credit on behalf of Seller (and, if applicable, on behalf of, or for the account of, any Originator); or

(m) any environmental liability claim, products liability claim or personal injury or property damage suit or other similar or related claim or action of whatever sort, arising out of or in connection with any Receivable or any other suit, claim or action of whatever sort relating to any of the Transaction Documents.

**Section 3.2 Indemnities by the Servicer.** Without limiting any other rights that any Indemnified Party may have hereunder or under applicable law, rules or regulations, the Servicer hereby agrees to indemnify each Indemnified Party from and against any and all Indemnified Amounts arising out of or resulting from (whether directly or indirectly): (a) the failure of any information contained in any Periodic Report to be true and correct, or the failure of any other information provided to such Indemnified Party by, or on behalf of, the Servicer to be true and correct, (b) the failure of any representation, warranty or statement made or deemed made by the Servicer (or any of its officers) under or in connection with this Agreement or any other Transaction Document to which it is a party to have

---

been true and correct as of the date made or deemed made in all respects when made, (c) the failure by the Servicer to comply with any applicable law, rule or regulation with respect to any Pool Receivable or the related Contract, (d) any dispute, claim, offset or defense of the Obligor (other than as a result of discharge in bankruptcy with respect to such Obligor) to the payment of any Receivable in, or purporting to be in, the Receivables Pool resulting from or related to the collection activities with respect to such Receivable or (e) any failure of the Servicer to perform its duties or obligations in accordance with the provisions hereof or any other Transaction Document to which it is a party.

## ARTICLE IV

### ADMINISTRATION AND COLLECTIONS

#### Section 4.1 Appointment of the Servicer.

(a) The servicing, administering and collection of the Pool Receivables shall be conducted by the Person so designated from time to time as the Servicer in accordance with this Section 4.1. Until the Administrator gives notice to Swift (in accordance with this Section 4.1) of the designation of a new Servicer, Swift is hereby designated as, and hereby agrees to perform the duties and obligations of, the Servicer pursuant to the terms hereof. Upon the occurrence of a Termination Event, the Administrator may (with the consent of the Majority Purchaser Agents) or shall (at the direction of the Majority Purchaser Agents) terminate Swift as Servicer and designate as Servicer any Person (including itself) to succeed Swift or any successor Servicer, on the condition in each case that any such Person so designated shall agree to perform the duties and obligations of the Servicer pursuant to the terms hereof.

(b) Upon the designation of a successor Servicer as set forth inSection 4.1(a), Swift agrees that it will terminate its activities as Servicer hereunder in a manner that the Administrator determines will facilitate the transition of the performance of such activities to the new Servicer, and Swift shall cooperate with and assist such new Servicer. Such cooperation shall include access to and transfer of related records (including all Contracts) and use by the new Servicer of all licenses (or the obtaining of new licenses), hardware or software necessary or desirable to collect the Pool Receivables and the Related Security.

(c) Swift acknowledges that, in making their decision to execute and deliver this Agreement, the Administrator and each member in each Purchaser Group have relied on Swift's agreement to act as Servicer hereunder. Accordingly, Swift agrees that it will not voluntarily resign as Servicer.

(d) The Servicer may delegate its duties and obligations hereunder to any subservicer (each a "Sub-Servicer"); provided, that, in each such delegation: (i) such Sub-Servicer shall agree in writing to perform the delegated duties and obligations of the Servicer pursuant to the terms hereof, (ii) the Servicer shall remain liable for the performance of the duties and obligations so delegated, (iii) the Seller, the Administrator and each Purchaser Group shall have the right to look solely to the Servicer for performance, (iv) the terms of any agreement with any Sub-Servicer shall provide that the Administrator may terminate such agreement upon the termination of the Servicer hereunder by giving notice of its desire to terminate such agreement to the Servicer (and the Servicer shall provide appropriate notice to each such Sub-Servicer) and (v) the Administrator and the Majority Purchaser Agents shall have consented in writing in advance to such delegation. For the avoidance of doubt, this Section 4.1(d) shall not apply to any third party collection agency collecting Defaulted Receivables or other third party servicer provider assisting in the servicing of the Defaulted Receivables.

---

#### Section 4.2 Duties of the Servicer.

(a) The Servicer shall take or cause to be taken all such action as may be necessary or advisable to administer and collect each Pool Receivable from time to time, all in accordance with this Agreement and all applicable laws, rules and regulations, with reasonable care and diligence, and in accordance with the Credit and Collection Policy. The Servicer shall set aside (or cause the Seller to set aside and hold) for the accounts of the Seller and each Purchaser Group the amount of Collections to which each such Purchaser Group is entitled in accordance with Article I hereof. The Servicer may, in accordance with the applicable Credit and Collection Policy, extend the maturity of any Pool Receivable and extend the maturity or adjust the Outstanding Balance of any Defaulted Receivable, as the Servicer may reasonably determine to be appropriate to maximize Collections thereof or reflect adjustments expressly permitted under the Credit and Collection Policy or as expressly required under applicable laws, rules or regulations or the applicable Contract; provided, that for purposes of this Agreement: (i) such extension shall not, and shall not be deemed to, change the number of days such Pool Receivable has remained unpaid from the date of the original due date related to such Pool Receivable unless such Pool Receivable has been cancelled and reissued pursuant to the Credit and Collection Policy with appropriate Deemed Collections being recorded pursuant to Section 1.4(e)(i) hereof, (ii) such extension or adjustment shall not alter the status of such Pool Receivable as a Delinquent Receivable or a Defaulted Receivable or limit the rights of any Purchaser, any Purchaser Agent or the Administrator under this Agreement or any other Transaction Document and (iii) if a Termination Event has occurred and is continuing and Swift or an Affiliate thereof is serving as the Servicer, Swift or such Affiliate may take such action only upon the prior approval of the Administrator. The Seller shall deliver to the Servicer and the Servicer shall hold for the benefit of the Seller and the Administrator (individually and for the benefit of each Purchaser Group, in accordance with their respective interests), all records and documents (including computer tapes or disks) with respect to each Pool Receivable. Notwithstanding anything to the contrary contained herein, if a Termination Event has occurred and is continuing, the Administrator may direct the Servicer (whether the Servicer is Swift or any other Person) to commence or settle any legal action to enforce collection of any Pool Receivable or to foreclose upon or repossess any Related Security.

(b) The Servicer shall, as soon as practicable following actual receipt of collected funds, turn over to the Seller the collections of any indebtedness owed to the Seller that is not a Pool Receivable, less, if Swift or an Affiliate thereof is not the Servicer, all reasonable and appropriate out-of-pocket costs and expenses of such Servicer of servicing, collecting and administering such collections. The Servicer, if other than Swift or an Affiliate thereof, shall, as soon as practicable upon demand, deliver to the Seller all records in its possession that evidence or relate to any indebtedness that is not a Pool Receivable, and copies of records in its possession that evidence or relate to any indebtedness that is a Pool Receivable.

(c) The Servicer's obligations hereunder shall terminate on the later of: (i) the Facility Termination Date, (ii) the date on which no Capital or Discount in respect of the Purchased Interest shall be outstanding, (iii) the date on which an amount equal to 100% of the LC Participation Amount has been deposited in the LC Collateral Account or all Letters of Credit have expired, and (iv) the date on which all amounts required to be paid to each Purchaser Agent, each Purchaser, the Administrator and any other Indemnified Party or Affected Person hereunder shall have been paid in full.

After such termination, if Swift or an Affiliate thereof was not the Servicer on the date of such termination, the Servicer shall promptly deliver to the Seller all books, records and related materials that the Seller previously provided to the Servicer, or that have been obtained by the Servicer, in connection with this Agreement.

---

**Section 4.3 Lock-Box Account Arrangements.** Prior to the Closing Date, the Seller shall have entered into Lock-Box Agreements with all of the Lock-Box Banks and delivered executed counterparts of each to the Administrator. Upon the occurrence and during the continuation of a Termination Event, the Administrator may (with the consent of the Majority Purchaser Agents) or shall (upon the direction of the Majority Purchaser Agents) at any time thereafter give notice to each Lock-Box Bank that the Administrator is exercising its rights under the Lock-Box Agreements to do any or all of the following: (a) to have the exclusive ownership and control of the Lock-Box Accounts transferred to the Administrator (for the benefit of the Purchasers) and to exercise exclusive dominion and control over the funds deposited therein, (b) to have the proceeds that are sent to the respective Lock-Box Accounts redirected pursuant to the Administrator's instructions rather than deposited in the applicable Lock-Box Account, and (c) to take any or all other actions permitted under the applicable Lock-Box Agreement. The Seller hereby agrees that if the Administrator at any time takes any action set forth in the preceding sentence, the Administrator shall have exclusive control (for the benefit of the Purchasers) of the proceeds (including Collections) of all Pool Receivables and the Seller hereby further agrees to take any other action that the Administrator or any Purchaser Agent may reasonably request to transfer such control. Any proceeds of Pool Receivables received by the Seller or the Servicer thereafter shall be sent immediately to, or as otherwise instructed by, the Administrator. The parties hereto hereby acknowledge that if at any time the Administrator takes control of any Lock-Box Account, the Administrator shall not have any rights to the funds therein in excess of the unpaid amounts due to the Administrator, any member of any Purchaser Group, any Indemnified Party or Affected Person or any other Person hereunder, and the Administrator shall distribute or cause to be distributed such funds in accordance with Section 4.2(b) and Article I (in each case as if such funds were held by the Servicer thereunder).

#### **Section 4.4 Enforcement Rights.**

- (a) At any time following the occurrence and during the continuation of a Termination Event:
  - (i) the Administrator may direct the Obligors that payment of all amounts payable under any Pool Receivable is to be made directly to the Administrator or its designee,
  - (ii) the Administrator may instruct the Seller or the Servicer to give notice of the Purchaser Groups' interest in Pool Receivables to each Obligor, which notice shall direct that payments be made directly to the Administrator or its designee (on behalf of such Purchaser Groups), and the Seller or the Servicer, as the case may be, shall give such notice at the expense of the Seller or the Servicer, as the case may be; provided, that if the Seller or the Servicer, as the case may be, fails to so notify each Obligor, the Administrator (at the Seller's or the Servicer's, as the case may be, expense) may so notify the Obligors,
  - (iii) the Administrator may request the Servicer to, and upon such request the Servicer shall: (A) assemble all of the records necessary or desirable to collect the Pool Receivables and the Related Security, and transfer or license to a successor Servicer the use of all software necessary or desirable to collect the Pool Receivables and the Related Security, and make the same available to the Administrator or its designee (for the benefit of the Purchasers) at a place selected by the Administrator, and (B) segregate all cash, checks and other instruments received by it from time to time constituting Collections in a manner acceptable to the Administrator and, promptly upon receipt, remit all such cash,

checks and instruments, duly endorsed or with duly executed instruments of transfer, to the Administrator or its designee, and

(iv) the Administrator may collect any amounts due from any Originator under the Sale Agreement.

(b) The Seller hereby authorizes the Administrator (on behalf of each Purchaser Group), and irrevocably appoints the Administrator as its attorney-in-fact with full power of substitution and with full authority in the place and stead of the Seller, which appointment is coupled with an interest, to take any and all steps in the name of the Seller and on behalf of the Seller necessary or desirable, in the determination of the Administrator, after the occurrence and during the continuation of a Termination Event, to collect any and all amounts or portions thereof due under any and all Pool Assets, including endorsing the name of the Seller on checks and other instruments representing Collections and enforcing such Pool Assets. Notwithstanding anything to the contrary contained in this Section 4.4(b), none of the powers conferred upon such attorney-in-fact pursuant to the preceding sentence shall subject such attorney-in-fact to any liability if any action taken by it shall prove to be inadequate or invalid, nor shall they confer any obligations upon such attorney-in-fact in any manner whatsoever.

#### Section 4.5 Responsibilities of the Seller.

(a) Anything herein to the contrary notwithstanding, the Seller shall: (i) perform all of its obligations, if any, under the Contracts related to the Pool Receivables to the same extent as if interests in such Pool Receivables had not been transferred hereunder, and the exercise by the Administrator, the Purchaser Agents or the Purchasers of their respective rights hereunder shall not relieve the Seller from such obligations, and (ii) pay when due any Taxes, including any sales taxes payable in connection with the Pool Receivables and their creation and satisfaction. None of the Administrator, the Purchaser Agents or any of the Purchasers shall have any obligation or liability with respect to any Pool Asset, nor shall any of them be obligated to perform any of the obligations of the Seller, the Servicer, Swift or the Originators thereunder.

(b) Swift hereby irrevocably agrees that if at any time it shall cease to be the Servicer hereunder, it shall act (if the then-current Servicer so requests) as the data-processing agent of the Servicer and, in such capacity, Swift shall conduct the data-processing functions of the administration of the Receivables and the Collections thereon in substantially the same way that Swift conducted such data-processing functions while it acted as the Servicer.

Section 4.6 Servicing Fee. (a) Subject to clause (b), the Servicer shall be paid a fee (the 'Servicing Fee') equal to 1.00% per annum (the "Servicing Fee Rate") of the daily average aggregate Outstanding Balance of the Pool Receivables. The Purchasers' Share of the Servicing Fee shall be paid through the distributions contemplated by Section 1.4(d), and the Seller's Share of the Servicing Fee shall be paid directly by the Seller.

(c) If the Servicer ceases to be Swift or an Affiliate thereof, the Servicing Fee shall be the greater of: (i) the amount calculated pursuant to clause (a), and (ii) an alternative amount specified by the successor Servicer not to exceed 110% of the aggregate reasonable costs and expenses incurred by such successor Servicer in connection with the performance of its obligations as Servicer.

Section 4.7 Reporting Frequency. The Seller may, upon two Business Days prior notice to the Administrator and the Servicer, elect to provide Weekly Reports to the Administrator. Upon such election, a Weekly Reporting Period shall begin and the Seller and the Servicer shall be required to provide Weekly Reports in accordance with Clauses 1(a)(ii) and 2(a)(iv) of Exhibit IV, as applicable. Upon any such election of the implementation of a Weekly

---

Reporting Period, such Weekly Reporting Period shall continue hereunder at all times until the date on which Seller provides the Administrator and the Servicer with no less than two Business Days prior notice that it would like to terminate the Weekly Reporting Period and the Administrator provides its written consent to the termination of such Weekly Reporting Period (which consent may be provided or denied in the Administrator's sole discretion).

## ARTICLE V

### THE AGENTS

Section 5.1 Appointment and Authorization. (a) Each Purchaser and Purchaser Agent hereby irrevocably designates and appoints PNC Bank, National Association, as the "Administrator" hereunder and authorizes the Administrator to take such actions and to exercise such powers as are delegated to the Administrator hereby and to exercise such other powers as are reasonably incidental thereto. The Administrator shall hold, in its name, for the benefit of each Purchaser, ratably, the Purchased Interest. The Administrator shall not have any duties other than those expressly set forth herein or any fiduciary relationship with any Purchaser or Purchaser Agent, and no implied obligations or liabilities shall be read into this Agreement, or otherwise exist, against the Administrator. The Administrator does not assume, nor shall it be deemed to have assumed, any obligation to, or relationship of trust or agency with, the Seller or Servicer. Notwithstanding any provision of this Agreement or any other Transaction Document to the contrary, in no event shall the Administrator ever be required to take any action which exposes the Administrator to personal liability or which is contrary to the provision of any Transaction Document or applicable law.

(b) Each Purchaser hereby irrevocably designates and appoints the respective institution identified as the Purchaser Agent for such Purchaser's Purchaser Group on the signature pages hereto or in the Purchase Limit Increase Request, Assumption Agreement or Transfer Supplement pursuant to which such Purchaser becomes a party hereto, and each authorizes such Purchaser Agent to take such action on its behalf under the provisions of this Agreement and to exercise such powers and perform such duties as are expressly delegated to such Purchaser Agent by the terms of this Agreement, if any, together with such other powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary elsewhere in this Agreement, no Purchaser Agent shall have any duties or responsibilities, except those expressly set forth herein, or any fiduciary relationship with any Purchaser or other Purchaser Agent or the Administrator, and no implied covenants, functions, responsibilities, duties, obligations or liabilities on the part of such Purchaser Agent shall be read into this Agreement or otherwise exist against such Purchaser Agent.

(c) Except as otherwise specifically provided in this Agreement, the provisions of thisArticle V are solely for the benefit of the Purchaser Agents, the Administrator and the Purchasers, and none of the Seller or the Servicer shall have any rights as a third-party beneficiary or otherwise under any of the provisions of this Article V, except that this Article V shall not affect any obligations which any Purchaser Agent, the Administrator or any Purchaser may have to the Seller or the Servicer under the other provisions of this Agreement. Furthermore, no Purchaser shall have any rights as a third-party beneficiary or otherwise under any of the provisions hereof in respect of a Purchaser Agent which is not the Purchaser Agent for such Purchaser.

(d) In performing its functions and duties hereunder, the Administrator shall act solely as the agent of the Purchasers and the Purchaser Agents and does not assume nor shall be deemed to have assumed any obligation or relationship of trust or agency with or for the Seller or

---

the Servicer or any of their successors and assigns. In performing its functions and duties hereunder, each Purchaser Agent shall act solely as the agent of its respective Purchaser and does not assume nor shall be deemed to have assumed any obligation or relationship of trust or agency with or for the Seller, the Servicer, any other Purchaser, any other Purchaser Agent or the Administrator, or any of their respective successors and assigns.

**Section 5.2 Delegation of Duties**. The Administrator may execute any of its duties through agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. The Administrator shall not be responsible for the negligence or misconduct of any agents or attorneys-in-fact selected by it with reasonable care.

**Section 5.3 Exculpatory Provisions**. None of the Purchaser Agents, the Administrator or any of their respective directors, officers, agents or employees shall be liable for any action taken or omitted (i) with the consent or at the direction of the Majority Purchaser Agents (or in the case of any Purchaser Agent, the Purchasers within its Purchaser Group that have a majority of the aggregate Commitments of such Purchaser Group) or (ii) in the absence of such Person's gross negligence or willful misconduct. The Administrator shall not be responsible to any Purchaser, Purchaser Agent or other Person for (i) any recitals, representations, warranties or other statements made by the Seller, the Servicer, any Originator or any of their Affiliates, (ii) the value, validity, effectiveness, genuineness, enforceability or sufficiency of any Transaction Document, (iii) any failure of the Seller, the Servicer, any Originator or any of their Affiliates to perform any obligation hereunder or under the other Transaction Documents to which it is a party (or under any Contract), or (iv) the satisfaction of any condition specified in Exhibit II. The Administrator shall not have any obligation to any Purchaser or Purchaser Agent to ascertain or inquire about the observance or performance of any agreement contained in any Transaction Document or to inspect the properties, books or records of the Seller, the Servicer, any Originator or any of their respective Affiliates.

**Section 5.4 Reliance by Agents**. (a) Each Purchaser Agent and the Administrator shall in all cases be entitled to rely, and shall be fully protected in relying, upon any document or other writing or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person and upon advice and statements of legal counsel (including counsel to the Seller), independent accountants and other experts selected by the Administrator. Each Purchaser Agent and the Administrator shall in all cases be fully justified in failing or refusing to take any action under any Transaction Document unless it shall first receive such advice or concurrence of the Majority Purchaser Agents (or in the case of any Purchaser Agent, the Purchasers within its Purchaser Group that have a majority of the aggregate Commitment of such Purchaser Group), and assurance of its indemnification, as it deems appropriate.

(b) The Administrator shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement in accordance with a request of the Majority Purchaser Agents or the Purchaser Agents, and such request and any action taken or failure to act pursuant thereto shall be binding upon all Purchasers, the Administrator and Purchaser Agents.

(c) The Purchasers within each Purchaser Group with a majority of the Commitments of such Purchaser Group shall be entitled to request or direct the related Purchaser Agent to take action, or refrain from taking action, under this Agreement on behalf of such Purchasers. Such Purchaser Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement in accordance with a request of such Majority Purchaser Agents, and such request and any action taken or failure to act pursuant thereto shall be binding upon all of such Purchaser Agent's Purchasers.

(d) Unless otherwise advised in writing by a Purchaser Agent or by any Purchaser on whose behalf such Purchaser Agent is purportedly acting, each party to this Agreement may

---

assume that (i) such Purchaser Agent is acting for the benefit of each of the Purchasers in respect of which such Purchaser Agent is identified as being the "Purchaser Agent" in the definition of "Purchaser Agent" hereto, as well as for the benefit of each assignee or other transferee from any such Person, and (ii) each action taken by such Purchaser Agent has been duly authorized and approved by all necessary action on the part of the Purchasers on whose behalf it is purportedly acting. Each Purchaser Agent and its Purchaser(s) shall agree amongst themselves as to the circumstances and procedures for removal, resignation and replacement of such Purchaser Agent.

**Section 5.5 Notice of Termination Events** Neither any Purchaser Agent nor the Administrator shall be deemed to have knowledge or notice of the occurrence of any Termination Event or Unmatured Termination Event unless the Administrator and the Purchaser Agents have received notice from any Purchaser, the Servicer or the Seller stating that a Termination Event or an Unmatured Termination Event has occurred hereunder and describing such Termination Event or Unmatured Termination Event. In the event that the Administrator receives such a notice, it shall promptly give notice thereof to each Purchaser Agent whereupon each such Purchaser Agent shall promptly give notice thereof to its related Purchasers. In the event that a Purchaser Agent receives such a notice (other than from the Administrator), it shall promptly give notice thereof to the Administrator. The Administrator shall take such action concerning a Termination Event or an Unmatured Termination Event as may be directed by the Majority Purchaser Agents (unless such action otherwise requires the consent of all Purchasers, the LC Bank and/or the Required LC Participants), but until the Administrator receives such directions, the Administrator may (but shall not be obligated to) take such action, or refrain from taking such action, as the Administrator deems advisable and in the best interests of the Purchasers and the Purchaser Agents.

**Section 5.6 Non-Reliance on Administrator, Purchaser Agents and Other Purchasers** Each Purchaser expressly acknowledges that none of the Administrator, the Purchaser Agents or any of their respective officers, directors, employees, agents, attorneys-in-fact or Affiliates has made any representations or warranties to it and that no act by the Administrator, or any Purchaser Agent hereafter taken, including any review of the affairs of the Seller, Swift, the Servicer or any Originator, shall be deemed to constitute any representation or warranty by the Administrator or such Purchaser Agent, as applicable. Each Purchaser represents and warrants to the Administrator and the Purchaser Agents that, independently and without reliance upon the Administrator, Purchaser Agents or any other Purchaser and based on such documents and information as it has deemed appropriate, it has made and will continue to make its own appraisal of and investigation into the business, operations, property, prospects, financial and other conditions and creditworthiness of the Seller, Swift, the Servicer or the Originators, and the Receivables and its own decision to enter into this Agreement and to take, or omit, action under any Transaction Document. Except for items specifically required to be delivered hereunder, the Administrator shall not have any duty or responsibility to provide any Purchaser Agent with any information concerning the Seller, Swift, the Servicer or the Originators or any of their Affiliates that comes into the possession of the Administrator or any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates.

**Section 5.7 Administrator, Purchasers, Purchaser Agents and Affiliates** Each of the Administrator, the Purchasers and the Purchaser Agents and any of their respective Affiliates may extend credit to, accept deposits from and generally engage in any kind of banking, trust, debt, equity or other business with the Seller, Swift, the Servicer or any Originator or any of their Affiliates. With respect to the acquisition of the Eligible Receivables pursuant to this Agreement, each of the Purchaser Agents and the Administrator shall have the same rights and powers under this Agreement as any Purchaser and may exercise the same as though it were not such an agent, and the terms "Purchaser" and "Purchasers" shall include, to the extent applicable, each of the Purchaser Agents and the Administrator in their individual capacities.

---

**Section 5.8 Indemnification.** Each LC Participant and Related Committed Purchaser shall indemnify and hold harmless the Administrator (but solely in its capacity as Administrator) and the LC Bank and their respective officers, directors, employees, representatives and agents (to the extent not reimbursed by the Seller, the Servicer or any Originator and without limiting the obligation of the Seller, the Servicer, or any Originator to do so), ratably (based on its Commitment) from and against any and all liabilities, obligations, losses, damages, penalties, judgments, settlements, costs, expenses and disbursements of any kind whatsoever (including in connection with any investigative or threatened proceeding, whether or not the Administrator, the LC Bank or such Person shall be designated a party thereto) that may at any time be imposed on, incurred by or asserted against the Administrator, the LC Bank or such Person as a result of, or related to, any of the transactions contemplated by the Transaction Documents or the execution, delivery or performance of the Transaction Documents or any other document furnished in connection therewith (but excluding any such liabilities, obligations, losses, damages, penalties, judgments, settlements, costs, expenses or disbursements resulting solely from the gross negligence or willful misconduct of the Administrator, the LC Bank or such Person as finally determined by a court of competent jurisdiction). Without limiting the generality of the foregoing, each LC Participant agrees to reimburse the Administrator and the LC Bank, ratably according to its Pro Rata Shares, promptly upon demand, for any out of pocket expenses (including Attorney Costs) incurred by the Administrator or the LC Bank in connection with the administration, modification, amendment or enforcement (whether through negotiations, legal proceedings or otherwise) of, or legal advice in respect of, its rights and responsibilities under this Agreement.

**Section 5.9 Successor Administrator.** The Administrator may, upon at least thirty (30) days' prior written notice to the Seller, each Purchaser and Purchaser Agent, resign as Administrator. Such resignation shall not become effective until (x) a successor Administrator is appointed by the Majority Purchaser Agents and has accepted such appointment and (y) so long as no Termination Event or Unmatured Termination Event has occurred and is continuing, the Seller and the Servicer shall have consented to such successor Administrator (such consent not to be unreasonably withheld or delayed). Upon such acceptance of its appointment as Administrator hereunder by a successor Administrator, such successor Administrator shall succeed to and become vested with all the rights and duties of the retiring Administrator, and the retiring Administrator shall be discharged from its duties and obligations under the Transaction Documents. After any retiring Administrator's resignation hereunder, the provisions of Sections 3.1 and 3.2 and this Article V shall inure to its benefit as to any actions taken or omitted to be taken by it while it was the Administrator.

**Section 5.10 Erroneous Payments.** (a) Each Purchaser Agent hereby agrees that (i) if the Administrator notifies such Purchaser Agent that the Administrator has determined in its sole discretion that any funds received by such Purchaser Agent from the Administrator or any of its Affiliates were erroneously transmitted to, or otherwise erroneously or mistakenly received by, such Purchaser Agent (whether or not known to such Purchaser Agent (whether as a payment, prepayment or repayment of principal, interest, fees or otherwise), individually and collectively, an "Erroneous Payment") and demands the return of such Erroneous Payment (or a portion thereof), such Purchaser Agent shall promptly, but in no event later than one Business Day thereafter, return to the Administrator the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made, in same day funds (in the currency so received), together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Purchaser Agent to the date such amount is repaid to the Administrator in same day funds at the greater of the Overnight Bank Funding Rate and a rate determined by the Administrator in accordance with banking industry rules on interbank compensation from time to time in effect, and (ii) such Purchaser Agent shall not assert any right or claim to the Erroneous Payment, and hereby waives any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or

counterclaim by the Administrator for the return of any Erroneous Payments received, including without limitation waiver of any defense based on "discharge for value" or any similar doctrine. A notice of the Administrator to any Purchaser Agent under this clause (a) shall be conclusive, absent manifest error.

(b) Without limiting immediately preceding clause (a), each Purchaser Agent hereby further agrees that if it receives an Erroneous Payment from the Administrator (or any of its Affiliates) (i) that is in an amount different than (other than a *de minimis* difference), or on a different date from, that specified in a notice of payment sent by the Administrator (or any of its Affiliates) with respect to such Erroneous Payment (an "Erroneous Payment Notice"), or (ii) that was not preceded or accompanied by an Erroneous Payment Notice, it shall be on notice that, in each such case, an error has been made with respect to such Erroneous Payment. Each Purchaser Agent further agrees that, in each such case, or if it otherwise becomes aware an Erroneous Payment (or portion thereof) may have been sent in error, such Purchaser Agent shall promptly notify the Administrator of such occurrence and, upon demand from the Administrator, it shall promptly, but in no event later than one (1) Business Day thereafter, return to the Administrator the amount of any such Erroneous Payment (or portion thereof) that was received by such Purchaser Agent to the date such amount is repaid to the Administrator in same day funds at the greater of the Overnight Bank Funding Rate and a rate determined by the Administrator in accordance with banking industry rules on interbank compensation from time to time in effect.

(c) The Seller and each other loan party hereby agree that (i) in the event an Erroneous Payment (or portion thereof) is not recovered from any Purchaser Agent that has received such Erroneous Payment (or portion thereof) for any reason, the Administrator shall be subrogated to all the rights of such Purchaser Agent with respect to such amount and (ii) an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any obligations owed by the Seller or any other loan party.

(d) Each party's obligations under this Section 5.10 shall survive the resignation or replacement of the Administrator or any transfer of rights or obligations by, or the replacement of, a Purchaser Agent, the termination of the Commitments or the repayment, satisfaction or discharge of all obligations (or any portion thereof) under any Transaction Document.

## ARTICLE VI

### MISCELLANEOUS

Section 6.1 Amendments, Etc. No amendment or waiver of any provision of this Agreement or any other Transaction Document, or consent to any departure by the Seller or the Servicer therefrom, shall be effective unless in a writing signed by the Administrator, the LC Bank and each of the Majority LC Participants and Majority Purchaser Agents, and, in the case of any amendment, by the other parties thereto; and then such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided, that, to the extent required by the securitization program of any Conduit Purchaser, no such material amendment shall be effective until the Rating Agency Condition shall have been satisfied with respect thereto (the Administrator hereby agrees to provide executed copies of any material amendment to or waiver of any provision of this Agreement to the Rating Agencies); provided, further that no such amendment or waiver shall, without the consent of each affected Purchaser, (A) extend the date of any payment or deposit of Collections by the Seller or the Servicer, (B) reduce the rate or extend the time of payment of Discount, (C) reduce any fees payable to the Administrator, any Purchaser Agent or any Purchaser pursuant to the Fee Letter, (D) change the amount of Capital of any Purchaser, any Purchaser's pro rata share of the Purchased Interest or any Related Committed Purchaser's or LC Participant's Commitment, (E) amend, modify or waive any provision of the definition of "Majority Purchaser Agents" or this

Section 6.1, (F) consent to or permit the assignment or transfer by the Seller of any of its rights and obligations under this Agreement, (G) change the definition of “Defaulted Receivable,” “Delinquent Receivable,” “Eligible Receivable,” “Facility Termination Date” (other than an extension of such date in accordance withclause (H) or Section 1.22), “Loss Reserve,” “Loss Reserve Percentage,” “Dilution Reserve,” “Dilution Reserve Percentage” or “Termination Event”, (H) extend the “Facility Termination Date” or (I) amend or modify any defined term (or any defined term used directly or indirectly in such defined term) used in clauses (A) through (I) above in a manner that would circumvent the intention of the restrictions set forth in such clauses. No failure on the part of the Purchasers, the Purchaser Agents or the Administrator to exercise, and no delay in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right.

Section 6.2 Notices, Etc. All notices and other communications provided for hereunder shall, unless otherwise stated herein, be in writing (including facsimile and email communications) and shall be personally delivered or sent by facsimile or email, or by overnight mail, to the intended party at the mailing or email address or facsimile number of such party set forth under its name on the signature pages hereof (or in any other document or agreement pursuant to which it is or became a party hereto), or at such other address or facsimile number as shall be designated by such party in a written notice to the other parties hereto. All such notices and communications shall be effective (i) if delivered by overnight mail, when received, and (ii) if transmitted by facsimile or email, when sent, receipt confirmed by telephone or electronic means.

### Section 6.3 Successors and Assigns; Participations; Assignments

(a) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Except as otherwise provided in Section 4.1(d), neither the Seller nor the Servicer may assign or transfer any of its rights or delegate any of its duties hereunder or under any Transaction Document without the prior consent of the Administrator, the LC Bank, the Required LC Participants and the Purchaser Agents.

(b) Participations. (i) Except as otherwise specifically provided herein, any Purchaser may sell to one or more Persons (each a “Participant”) participating interests in the interests of such Purchaser hereunder; provided, that no Purchaser shall grant any participation under which the Participant shall have rights to approve any amendment to or waiver of this Agreement or any other Transaction Document. Such Purchaser shall remain solely responsible for performing its obligations hereunder, and the Seller, the Servicer, each Purchaser Agent and the Administrator shall continue to deal solely and directly with such Purchaser in connection with such Purchaser’s rights and obligations hereunder. A Purchaser shall not agree with a Participant to restrict such Purchaser’s right to agree to any amendment hereto, except amendments that require the consent of all Purchasers.

(ii) Notwithstanding anything contained in paragraph (a) or clause (i) of paragraph (b) of this Section 6.3, each of the LC Bank and each LC Participant may sell participations in all or any part of any Funded Purchase made by such LC Participant to another bank or other entity so long as (x) no such grant of a participation shall, without the consent of the Seller, require the Seller to file a registration statement with the SEC and (y) no holder of any such participation shall be entitled to require such LC Participant to take or omit to take any action hereunder except that such LC Participant may agree with such participant that, without such Participant’s consent, such LC Participant will not consent to an amendment, modification or waiver referred

---

to in Section 6.1. Any such Participant shall not have any rights hereunder or under the Transaction Documents.

(c) Assignments by Certain Related Committed Purchasers. Any Related Committed Purchaser may assign to one or more Persons (each a “Purchasing Related Committed Purchaser”), reasonably acceptable to the Administrator, the LC Bank and the related Purchaser Agent in its sole discretion, any portion of its Commitment (which shall be inclusive of its Commitment as an LC Participant) pursuant to a supplement hereto, substantially in the form of Annex D with any changes as have been approved by the parties thereto (each, a “Transfer Supplement”), executed by each such Purchasing Related Committed Purchaser, such selling Related Committed Purchaser, such related Purchaser Agent and the Administrator and with the consent of the Seller (provided, that the consent of the Seller shall not be unreasonably withheld or delayed and that no such consent shall be required if a Termination Event or Unmatured Termination Event has occurred and is continuing; provided, further, that no consent of the Seller shall be required if the assignment is made by any Related Committed Purchaser to the Administrator, to any other Related Committed Purchaser, to any Affiliate of the Administrator or any Related Committed Purchaser, to any Program Support Provider or any Person which (i) is in the business of issuing commercial paper notes and (ii) is associated with or administered by the Administrator or any Affiliate of the Administrator). Any such assignment by a Related Committed Purchaser cannot be for an amount less than \$10,000,000. Upon (i) the execution of the Transfer Supplement, (ii) delivery of an executed copy thereof to the Seller, the Servicer, such related Purchaser Agent and the Administrator and (iii) payment by the Purchasing Related Committed Purchaser to the selling Related Committed Purchaser of the agreed purchase price, if any, such selling Related Committed Purchaser shall be released from its obligations hereunder to the extent of such assignment and such Purchasing Related Committed Purchaser shall for all purposes be a Related Committed Purchaser party hereto and shall have all the rights and obligations of a Related Committed Purchaser hereunder to the same extent as if it were an original party hereto. The amount of the Commitment of the selling Related Committed Purchaser allocable to such Purchasing Related Committed Purchaser shall be equal to the amount of the Commitment of the selling Related Committed Purchaser transferred regardless of the purchase price, if any, paid therefor. The Transfer Supplement shall be an amendment hereof only to the extent necessary to reflect the addition of such Purchasing Related Committed Purchaser as a “Related Committed Purchaser” and a related “LC Participant” and any resulting adjustment of the selling Related Committed Purchaser’s Commitment.

(d) Assignments to Liquidity Providers and other Program Support Providers. Any Conduit Purchaser may at any time grant to one or more of its Liquidity Providers or other Program Support Providers, participating interests in its portion of the Purchased Interest. In the event of any such grant by such Conduit Purchaser of a participating interest to a Liquidity Provider or other Program Support Provider, such Conduit Purchaser shall remain responsible for the performance of its obligations hereunder. The Seller agrees that each Liquidity Provider and Program Support Provider of any Conduit Purchaser hereunder shall be entitled to the benefits of Section 1.7.

(e) Other Assignment by Conduit Purchasers. Each party hereto agrees and consents (i) to any Conduit Purchaser’s assignment, participation, grant of security interests in or other transfers of any portion of, or any of its beneficial interest in, the Purchased Interest (or portion thereof), including without limitation to any collateral agent or trustee in connection with such Conduit Purchaser’s commercial paper note program and (ii) to the complete assignment by any Conduit Purchaser of all of its rights and obligations hereunder to any other Person, and upon such assignment such Conduit Purchaser shall be released from all obligations and duties, if any, hereunder; provided, that such Conduit Purchaser may not, without the prior consent of its Related Committed Purchasers and the Seller (provided, that the consent of the Seller shall not be unreasonably withheld or delayed and that no such consent shall be required if a Termination

Event or Unmatured Termination Event has occurred and is continuing), make any such transfer of its rights hereunder unless the assignee (x) is principally engaged in the purchase of assets similar to the assets being purchased hereunder, (y) has as its Purchaser Agent the Purchaser Agent of the assigning Conduit Purchaser and (z) issues commercial paper or other Notes with credit ratings substantially comparable to the ratings of the assigning Conduit Purchaser.

(f) Opinions of Counsel. If required by the Administrator or the applicable Purchaser Agent or to maintain the ratings of the Notes of any Conduit Purchaser, each Transfer Supplement or other assignment and acceptance agreement must be accompanied by an opinion of counsel of the assignee as to such matters as the Administrator or such Purchaser Agent may reasonably request.

(g) Assignments to Federal Reserve Banks. Notwithstanding any other provision of this Section 6.3, any Purchaser may at any time assign, as collateral or otherwise, all or any portion of its rights (including, without limitation, rights to payment of interest and repayment of the Purchased Interest) under this Agreement to any Federal Reserve Bank, without notice to or consent of the Seller, Administrator or any other Person. In connection with such pledge, such Purchaser shall be entitled to receive a physical note evidencing such Purchased Interest.

CCSection 6.4 Costs, Expenses and Taxes. (a) By way of clarification, and not of limitation, of Sections 1.7, 1.20 or 3.1, the Seller shall pay to the Administrator, each Purchaser Agent and/or any Purchaser on demand all reasonable costs and expenses in connection with (i) the preparation, execution, delivery and administration of this Agreement or the other Transaction Documents and the other documents and agreements to be delivered hereunder and thereunder (and all reasonable costs and expenses in connection with any amendment, waiver or modification of any thereof), (ii) the sale of the Purchased Interest (or any portion thereof) by the Seller, (iii) the perfection (and continuation) of the Administrator's rights in the Receivables, Collections and other Pool Assets, (iv) the enforcement by the Administrator, any Purchaser Agent or any member of any Purchaser Group of the obligations of the Seller, the Servicer or the Originators under the Transaction Documents or of any Obligor under a Receivable and (v) the maintenance by the Administrator of the Lock-Box Accounts (and any related lock-box or post office box), including Attorney Costs for the Administrator, the Purchaser Agents and the Purchasers relating to any of the foregoing or to advising the Administrator or any member of any Purchaser Group (including, any related Liquidity Provider or any other related Program Support Provider) about its rights and remedies under any Transaction Document or any other document, agreement or instrument related thereto and all reasonable costs and expenses (including Attorney Costs) of the Administrator, any Purchaser Agent and any Purchaser in connection with the enforcement or administration of the Transaction Documents or any other document, agreement or instrument related thereto. The Administrator and each member of each Purchaser Group agree, however, that unless a Termination Event has occurred and is continuing, all of such entities will be represented by a single law firm. The Seller shall, subject to the provisos in clause (e) of each of Sections 1 and 2 of Exhibit IV, reimburse the Administrator, each Purchaser Agent and each Purchaser for the cost of such Person's auditors (which may be employees of such Person) auditing the books, records and procedures of the Seller or the Servicer; provided, that the Administrator shall discuss the scope and cost of any such audit prior to commencement (it being understood that failure to discuss the scope or cost of any such audit shall not relieve the Seller of its obligation to pay such amounts). The Seller shall reimburse each Conduit Purchaser for any amounts such Conduit Purchaser must pay to any related Liquidity Provider or other related Program Support Provider pursuant to any Program Support Agreement on account of any Tax. The Seller shall reimburse each Purchaser on demand for all reasonable out of pocket costs and expenses incurred by such Purchaser in connection with the Transaction Documents or the transactions contemplated thereby.

---

(h) In addition, the Seller shall pay on demand any and all stamp, franchise and other taxes and fees payable in connection with the execution, delivery, filing and recording of this Agreement or the other documents or agreements to be delivered hereunder, and agrees to save each Indemnified Party and Affected Person harmless from and against any liabilities with respect to or resulting from any delay in paying or omission to pay such taxes and fees.

Section 6.5 No Proceedings; Limitation on Payments (a) Each of the Seller, Swift, the Servicer, the Administrator, the Purchaser Agents, the Purchasers, each assignee of the Purchased Interest or any interest therein, and each Person that enters into a commitment to purchase the Purchased Interest or interests therein, hereby covenants and agrees that it will not institute against, or join any other Person in instituting against, any Conduit Purchaser any bankruptcy, reorganization, arrangement, insolvency or liquidation proceeding, or other proceeding under any federal or state bankruptcy or similar law, for one year and one day after the latest maturing Note issued by such Conduit Purchaser is paid in full. The provisions of this paragraph shall survive any termination of this Agreement. Each party hereto, each assignee of the Purchased Interest or any interest therein, and each Person that enters into a commitment to purchase the Purchased Interest or interests therein, agrees that it will not institute against, or join any Person in instituting against, the Seller any bankruptcy, reorganization, arrangement, insolvency or liquidation proceeding, or any other proceeding under any federal or state bankruptcy or similar law, for one year and one day after which all other indebtedness and other obligations of the Seller hereunder and under each other Transaction Document shall have been paid in full; provided that the Administrator may take any such action with the prior written consent of the Majority Purchaser Agents and the LC Bank.

(i) Notwithstanding any provisions contained in this Agreement to the contrary, no Conduit Purchaser shall or shall be obligated to, pay any amount, if any, payable by it pursuant to this Agreement or any other Transaction Document unless (i) such Conduit Purchaser has received funds which may be used to make such payment and which funds are not required to repay the Notes when due and (ii) after giving effect to such payment, either (x) such Conduit Purchaser could issue Notes to refinance all outstanding Notes (assuming such outstanding Notes matured at such time) in accordance with the program documents governing such Conduit Purchaser's securitization program or (y) all Notes are paid in full. Any amount which such Conduit Purchaser does not pay pursuant to the operation of the preceding sentence shall not constitute a claim (as defined in §101 of the Bankruptcy Code) against or company obligation of such Conduit Purchaser for any such insufficiency unless and until such Conduit Purchaser satisfies the provisions of clauses (i) and (ii) above. The provisions of this paragraph shall survive any termination of this Agreement.

#### Section 6.6 GOVERNING LAW AND JURISDICTION.

(a) THIS AGREEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ANY OTHERWISE APPLICABLE CONFLICTS OF LAW PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK) EXCEPT TO THE EXTENT THAT THE PERFECTION OF A SECURITY INTEREST OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

(b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK; AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH OF THE PARTIES HERETO CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-

---

EXCLUSIVE JURISDICTION OF THOSE COURTS. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, THAT IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF THIS AGREEMENT OR ANY DOCUMENT RELATED HERETO. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN ANY OTHER JURISDICTION BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. EACH OF THE PARTIES HERETO WAIVES PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER PROCESS, WHICH SERVICE MAY BE MADE BY ANY OTHER MEANS PERMITTED BY NEW YORK LAW.

Section 6.7 Confidentiality. Unless otherwise required by applicable law, each of the Seller and the Servicer agrees to maintain the confidentiality of this Agreement and the other Transaction Documents (and all drafts thereof) in communications with third parties and otherwise; provided, that this Agreement may be disclosed (a) to third parties to the extent such disclosure is made pursuant to a written agreement of confidentiality in form and substance reasonably satisfactory to the Administrator and each Purchaser Agent and (b) to the Seller's and Servicer's legal counsel and auditors if they agree to hold it confidential. Unless otherwise required by applicable law, rules or regulations, the Administrator, the Purchaser Agents and the Purchasers agree to maintain the confidentiality of non-public financial information regarding the Seller, the Servicer and the Originators; provided, that such information may be disclosed (i) to third parties to the extent such disclosure is made pursuant to a written agreement of confidentiality in form and substance reasonably satisfactory to the Servicer, (ii) to legal counsel and auditors of the Purchasers, the Purchaser Agents or the Administrator if they agree to hold it confidential, (iii) to the rating agencies rating the Notes of any Conduit Purchaser, (iv) to any Program Support Provider or potential Program Support Provider (if they agree to hold it confidential), (v) to any placement agency placing the Notes, (vi) to any regulatory authorities having jurisdiction over the Administrator, the Purchaser Agents, any Purchaser, any Program Support Provider or any Liquidity Provider and (vii) to any Rating Agency or any non-hired nationally recognized statistical rating organization that provides to a Conduit Purchaser or its agent the certification required by subsection (e) of Rule 17g-5, and who agrees to keep such information confidential as contemplated by Rule 17g-5, by posting such information to a password protected internet website accessible to each such nationally recognized statistical rating organization in connection with, and subject to the terms of Rule 17g-5.

Section 6.8 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same agreement.

Section 6.9 Survival of Termination. The provisions of Sections 1.7, 1.8, 1.9, 1.10, 1.19, 1.20, 3.1, 3.2, 6.4, 6.5, 6.6, 6.7, 6.10 and 6.15 shall survive any termination of this Agreement.

Section 6.10 SECTION 6.10 WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO WAIVES ITS RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY OF THE PARTIES AGAINST ANY OTHER PARTY OR PARTIES, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS OR OTHERWISE. EACH OF THE PARTIES HERETO AGREES THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE

---

FORGOING, EACH OF THE PARTIES HERETO FURTHER AGREES THAT ITS RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING THAT SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT OR ANY PROVISION HEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT.

Section 6.11 Sharing of Recoveries. Each Purchaser agrees that if it receives any recovery, through set-off, judicial action or otherwise, on any amount payable or recoverable hereunder in a greater proportion than should have been received hereunder or otherwise inconsistent with the provisions hereof, then the recipient of such recovery shall purchase for cash an interest in amounts owing to the other Purchasers (as return of Capital or otherwise), without representation or warranty except for the representation and warranty that such interest is being sold by each such other Purchaser free and clear of any Adverse Claim created or granted by such other Purchaser, in the amount necessary to create proportional participation by the Purchaser in such recovery. If all or any portion of such amount is thereafter recovered from the recipient, such purchase shall be rescinded and the purchase price restored to the extent of such recovery, but without interest.

Section 6.12 Right of Setoff. Each Purchaser is hereby authorized (in addition to any other rights it may have) to setoff, appropriate and apply (without presentment, demand, protest or other notice which are hereby expressly waived) any deposits and any other indebtedness held or owing by such Purchaser (including by any branches or agencies of such Purchaser) to, or for the account of, the Seller against amounts owing by the Seller hereunder (even if contingent or unmatured).

Section 6.13 Entire Agreement. This Agreement and the other Transaction Documents embody the entire agreement and understanding between the parties hereto, and supersede all prior or contemporaneous agreements and understandings of such Persons, verbal or written, relating to the subject matter hereof and thereof.

Section 6.14 Headings. The captions and headings of this Agreement and any Exhibit, Schedule or Annex hereto are for convenience of reference only and shall not affect the interpretation hereof or thereof.

Section 6.15 Purchaser Groups' Liabilities. The obligations of each Purchaser Agent and each Purchaser under the Transaction Documents are solely the corporate obligations of such Person. Except with respect to any claim arising out of the willful misconduct or gross negligence of the Administrator, any Purchaser Agent or any Purchaser, no claim may be made by the Seller or the Servicer or any other Person against the Administrator, any Purchaser Agent or any Purchaser or their respective Affiliates, directors, officers, employees, attorneys or agents for any special, indirect, consequential or punitive damages in respect of any claim for breach of contract or any other theory of liability arising out of or related to the transactions contemplated by this Agreement or any other Transaction Document, or any act, omission or event occurring in connection therewith; and each of Seller and Servicer hereby waives, releases, and agrees not to sue upon any claim for any such damages, whether or not accrued and whether or not known or suspected to exist in its favor.

Section 6.16 Tax Treatment. Notwithstanding any other express or implied agreement to the contrary, the parties hereto agree and acknowledge that each of them and each of their employees, representatives, and other agents may disclose to any and all Persons, without limitation of any kind, the tax treatment and tax structure of the transactions contemplated hereby and all materials of any kind (including opinions or other tax analyses) that are provided to any

---

of them relating to such tax treatment and tax structure, except to the extent that confidentiality is reasonably necessary to comply with U.S. federal or state securities laws. For purposes of this paragraph, the terms "tax treatment" and "tax structure" have the meanings specified in Treasury Regulation section 1.6011-4(c).

**Section 6.17 USA Patriot Act.** The Purchasers, each Liquidity Provider and each Program Support Provider that is subject to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Patriot Act") hereby notifies the Seller that pursuant to the requirements of the Patriot Act, it is required to obtain, verify, and record information that identifies the Seller, which information includes the name and address of the Seller and other information that will allow such Purchaser, Liquidity Provider or Program Support Provider to identify the Seller in accordance with the Patriot Act. Each of the Seller and the Servicer agrees to promptly respond to any KYC Request and provide the Administrator and each other Affected Person, from time to time, with all documentation and other information required by bank regulatory authorities under "know your customer" and Anti-Money Laundering Laws, including, without limitation, the PATRIOT Act and the Beneficial Ownership Rule.

**Section 6.18 Acknowledgement Regarding Any Supported QFCs.** To the extent that the Transaction Documents provide support, through a guarantee or otherwise, for any swap contract or any other agreement or instrument that is a QFC (such support, "QFC Credit Support", and each such QFC, a "Supported QFC"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "U.S. Special Resolution Regimes") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Transaction Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

(a) In the event a Covered Entity that is party to a Supported QFC (each, a "Covered Party") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Transaction Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Transaction Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a defaulting Purchaser or Agent shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

(b) As used in this Section 6.18, the following terms have the following meanings:

"BHC Act Affiliate" of a party means an "affiliate" (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

---

**"Covered Entity"** means any of the following: (i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

**"Default Right"** has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

**"QFC"** has the meaning assigned to the term "qualified financial contract" in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

**Section 6.19 Original Agreement: Effect of Restatement**. This Agreement shall become effective on the Restatement Date and shall amend and replace in its entirety the Original Purchase Agreement. Reference to this specific Agreement need not be made in any agreement, document, instrument, letter, certificate, the Original Purchase Agreement itself, or any communication issued or made pursuant to or with respect to the Original Purchase Agreement, any reference to the Original Purchase Agreement being sufficient to refer to the Original Purchase Agreement as amended and restated hereby.

From and after the Restatement Date, (a)(i) the commitments of those Purchasers under the Original Purchase Agreement that are continuing as Purchasers under this Agreement (the **"Continuing Purchasers"**) shall be amended as set forth below the signatures of such Purchasers to this Agreement and (ii) the commitments of those Purchasers party to this Agreement that were not "Purchasers" under the Original Purchase Agreement immediately prior to the Restatement Date (the **"New Purchasers"**) shall be as set forth below the signatures of such Purchasers to this Agreement; and (b) all outstanding "Capital" of the Continuing Purchasers and all interests in outstanding "Letters of Credit" under the Original Purchase Agreement shall remain outstanding as the Capital and Letters of Credit hereunder.

The Continuing Purchasers and New Purchasers each agree to make such purchases and sales of interests in the Purchased Interest outstanding on the Restatement Date between themselves in the amounts set forth on **Exhibit VI** to this Agreement so that each Continuing Purchaser and New Purchaser and their related Purchaser Group is then holding its relevant Ratable Share of the Aggregate Capital based on their Commitments as in effect on the Restatement Date (such purchases and sales shall be arranged through the Administrator and each Purchaser hereby agrees to execute such further instruments and documents, if any, as the Administrator may reasonably request in connection therewith), with all subsequent extensions of credit under this Agreement (including, without limitation, participations in respect of all Letters of Credit) to be made in accordance with the respective Commitments of the Purchasers from time to time party to this Agreement as provided herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

---

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

SWIFT RECEIVABLES COMPANY II, LLC, as Seller

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

Name:

Title:

Address: Swift Receivables Company II, LLC  
2200 South 75th Avenue  
Phoenix, Arizona 85043  
Attention: Jim Fry  
Telephone: (602) 269-9700  
Facsimile: (623) 907-7464  
Email: Jim\_Fry@swiftrans.com

---

*Amended and Restated  
Receivables Purchase Agreement  
(Swift Receivables Company II, LLC)*

**SWIFT TRANSPORTATION SERVICES, LLC, as Servicer**

By:\_\_\_\_  
Name:\_\_\_\_  
Title:\_\_\_\_

Address: Swift Transportation Services, LLC  
2200 South 75th Avenue  
Phoenix, Arizona 85043  
Attention: Jim Fry  
Telephone: (602) 269-9700  
Facsimile: (623) 907-7464  
Email: [Jim\\_Fry@swifttrans.com](mailto:Jim_Fry@swifttrans.com)

**PNC BANK, NATIONAL ASSOCIATION, as Administrator**

By:\_\_\_\_  
Name:\_\_\_\_  
Title:\_\_\_\_

Address: PNC Bank, National Association  
The Tower at PNC Plaza  
300 Fifth Avenue, 11<sup>th</sup> Floor  
Pittsburgh, PA 15222  
Attention: Brian Stanley  
Telephone: (412) 768-2001  
Facsimile: (412) 803-7142  
Email: [brian.stanley@pnc.com](mailto:brian.stanley@pnc.com)  
ABFAdmin@pnc.com

**PNC CAPITAL MARKETS LLC, as Structuring Agent**

By:\_\_\_\_  
Name:\_\_\_\_  
Title:\_\_\_\_

*Amended and Restated  
Receivables Purchase Agreement  
(Swift Receivables Company II, LLC)*

---

THE PURCHASER GROUPS:

PNC BANK, NATIONAL ASSOCIATION, as Purchaser Agent for the PNC Bank Purchaser Group

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

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

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

Address: PNC Bank, National Association  
The Tower at PNC Plaza  
300 Fifth Avenue, 11<sup>th</sup> Floor  
Pittsburgh, Pennsylvania 15222-2724  
Attention: Brian Stanley  
Telephone: (412) 768-2001  
Facsimile: (412) 803-7142  
Email: [brian.stanley@pnc.com](mailto:brian.stanley@pnc.com)  
[ABFAdmin@pnc.com](mailto:ABFAdmin@pnc.com)

PNC Bank Purchaser Group Commitment:  
\$237,500,000

---

*Amended and Restated  
Receivables Purchase Agreement  
(Swift Receivables Company II, LLC)*

PNC BANK, NATIONAL ASSOCIATION,  
as a Related Committed Purchaser

By:\_\_\_\_\_  
Name:  
Title:\_\_\_\_

Address: PNC Bank, National Association  
The Tower at PNC Plaza  
300 Fifth Avenue, 11<sup>th</sup> Floor  
Pittsburgh, Pennsylvania 15222-2724  
Attention: Brian Stanley  
Telephone: (412) 768-2001  
Facsimile: (412) 803-7142  
Email: brian.stanley@pnc.com  
ABFAdmin@pnc.com

Commitment: \$237,500,000

PNC BANK, NATIONAL ASSOCIATION, as the LC Bank

By:\_\_\_\_\_  
Name:  
Title:\_\_\_\_

Address: PNC Bank, National Association  
The Tower at PNC Plaza  
300 Fifth Avenue, 11<sup>th</sup> Floor  
Pittsburgh, Pennsylvania 15222-2724  
Attention: Brian Stanley  
Telephone: (412) 768-2001  
Facsimile: (412) 803-7142  
Email: brian.stanley@pnc.com  
ABFAdmin@pnc.com

Commitment: \$237,500,000

---

*Amended and Restated  
Receivables Purchase Agreement  
(Swift Receivables Company II, LLC)*

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Purchaser Agent for the Wells Fargo Purchaser Group

By:\_\_

Name:\_\_

Title:\_\_

Address: Wells Fargo Bank, National Association

Wells Fargo Capital Finance  
1100 Abernathy Road NE  
16th Floor, Suite 1500  
Atlanta, Georgia 30328-5657

- o MAC G0189-160
- o Attention: Ryan Tozier

Telephone: (770) 508-2169

Facsimile: (855) 818-1932

Email: [Ryan.Tozier@wellsfargo.com](mailto:Ryan.Tozier@wellsfargo.com);  
[wfcc-collateral@wellsfargo.com](mailto:wfcc-collateral@wellsfargo.com)

Wells Fargo Purchaser Group Commitment: \$118,750,000

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as a Related Committed Purchaser and as an LC Participant

By:\_\_

Name:\_\_

Title:\_\_

Address: Wells Fargo Bank, National Association

Wells Fargo Capital Finance  
1100 Abernathy Road NE  
16th Floor, Suite 1500  
Atlanta, Georgia 30328-5657

- o MAC G0189-160
- o Attention: Ryan Tozier

Telephone: (770) 508-2169

Facsimile: (855) 818-1932

Email: [Ryan.Tozier@wellsfargo.com](mailto:Ryan.Tozier@wellsfargo.com);  
[wfcc-collateral@wellsfargo.com](mailto:wfcc-collateral@wellsfargo.com)

Commitment: \$118,750,000

*Amended and Restated  
Receivables Purchase Agreement  
(Swift Receivables Company II, LLC)*

BofA Purchaser Group:

Bank of America, N.A., as Purchaser Agent for the BofA Purchaser Group

By:\_\_\_\_\_  
Name:  
Title:

Commitment: \$118,750,000

Bank of America, N.A, as a Related Committed Purchaser and as an LC  
Participant

By:\_\_\_\_\_  
Name:  
Title:

Address: Bank of America, N.A.  
13510 Ballantyne Corporate Place  
Charlotte, North Carolina 28277  
Attention: Willem Van Beek  
Telephone: (980) 683-4724  
Email: willem.van\_bEEK@bofa.com

Commitment: \$118,750,000

---

*Amended and Restated  
Receivables Purchase Agreement  
(Swift Receivables Company II, LLC)*

TD Bank Purchaser Group:

The Toronto-Dominion Bank, as Purchaser Agent for the TD Bank Purchaser Group, as a Related Committed Purchaser and as an LC Participant

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

Name:

Title:

Commitment: \$100,000,000

GTA Funding LLC, as Conduit Purchaser for the TD Bank Purchaser Group

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

Name:

Title:

---

*Amended and Restated  
Receivables Purchase Agreement  
(Swift Receivables Company II, LLC)*

PNC BANK, NATIONAL ASSOCIATION, as **Administrator**

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

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

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

Address: PNC Bank, National Association

The Tower at PNC Plaza

300 Fifth Avenue, 11<sup>th</sup> Floor

Pittsburgh, PA 15222

Attention: Brian Stanley

Telephone: (412) 768-2001

Facsimile: (412) 803-7142

Email: brian.stanley@pnc.com

ABFAdmin@pnc.com

PNC CAPITAL MARKETS LLC, as Structuring Agent

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

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

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

---

## EXHIBIT I

### DEFINITIONS

1. Definitions. As used in this Agreement (including its Exhibits, Schedules and Annexes), the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined). Unless otherwise indicated, all Section, Annex, Exhibit and Schedule references in this Exhibit are to Sections of and Annexes, Exhibits and Schedules to this Agreement.

“Administration Account” means the account designated as the Administration Account established and maintained by the Seller with PNC Bank, National Association having account number **XXXX** and routing number **XXXX**, or such other account as may be so designated as such by the Seller with notice to the Administrator and each Purchaser Agent.

“Administrator” has the meaning set forth in the preamble to this Agreement.

“Administrator’s Account” means, with respect to the Administrator, the account(s) from time to time designated in writing by the Administrator to the Seller and the Servicer for purposes of receiving payments to or for the account of the Administrator and/or each Purchaser hereunder.

“Adjusted LC Participation Amount” means, at any time, the LC Participation Amount minus the amount on deposit in the LC Collateral Account.

“Adverse Claim” means a lien, security interest or other charge or encumbrance, or any other type of preferential arrangement; it being understood that any thereof in favor of the Administrator (for the benefit of the Purchasers) or the Seller as contemplated in the Sale Agreement shall not constitute an Adverse Claim.

“Affected Person” has the meaning set forth in Section 1.7 of this Agreement.

“Affiliate” means, as to any Person: (a) any Person that, directly or indirectly, is in control of, is controlled by or is under common control with such Person, or (b) who is a director or officer: (i) of such Person or (ii) of any Person described in clause (a), except that, in the case of each Conduit Purchaser, Affiliate shall mean the holder of its capital stock or membership interest, as the case may be. For purposes of this definition, control of a Person shall mean the power, direct or indirect: (x) to vote 50% or more of the securities having ordinary voting power for the election of directors of such Person, or (y) to direct or cause the direction of the management and policies of such Person, in either case whether by ownership of securities, contract, proxy or otherwise.

“Aggregate Capital” means the amount paid to the Seller in respect of the Purchased Interest or portion thereof by each Purchaser pursuant to this Agreement, as reduced from time to time by Collections distributed and applied on account of such Aggregate Capital pursuant to

---

Section 1.4(d) of this Agreement; provided, that if such Aggregate Capital shall have been reduced by any distribution, and thereafter all or a portion of such distribution is rescinded or must otherwise be returned for any reason, such Aggregate Capital shall be increased by the amount of such rescinded or returned distribution as though it had not been made.

“Aggregate Discount” means at any time, the sum of the aggregate for each Purchaser of the accrued and unpaid Discount with respect to each such Purchaser’s Capital at such time.

“Agreement” has the meaning set forth in the preamble hereto.

“Alternate Rate” for any Capital (or portion thereof) funded by any Purchaser: (a) other than through the issuance of Notes means an interest rate per annum equal to the SOFR Rate plus the SOFR Adjustment, or, (b) if the Base Rate is applicable to such Purchaser pursuant to Section 1.11, the daily average Base Rate; provided, that the “Alternate Rate” for any day while a Termination Event or an Unmatured Termination Event exists shall be an interest rate equal to 2.0% per annum above the higher of (i) the Base Rate and (ii) the SOFR Rate.

“Anti-Corruption Laws” means, with respect to any Person, all laws, rules and regulations of any jurisdiction applicable to such Person or its Subsidiaries from time to time concerning or relating to bribery or corruption.

“Anti-Money Laundering Laws” means all laws, rules and regulations of any jurisdiction in which any Purchaser or Purchaser Agent or any of their respective Subsidiaries are located or doing business that relates to money laundering or terrorism financing, any predicate crime to money laundering, or any financial record keeping and reporting requirements related thereto.

“Assumption Agreement” means an agreement substantially in the form set forth in Annex C to this Agreement.

“Attorney Costs” means and includes all reasonable fees and disbursements of any law firm or other external counsel.

“Bankruptcy Code” means the United States Bankruptcy Reform Act of 1978 (11 U.S.C. § 101, et seq.), as amended from time to time.

“Base Rate” means, with respect to any Purchaser, for any day, a fluctuating interest rate per annum as shall be in effect from time to time, which rate shall be at all times equal to the higher of:

- (a) the rate of interest in effect for such day as publicly announced from time to time by the applicable Purchaser Agent (or applicable Related Committed Purchaser) as its “prime rate”. Such “prime rate” is set by the applicable Purchaser Agent based upon various factors, including the applicable Purchaser Agent’s costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above or below such announced rate, and
- (b) 0.50% per annum above the latest Federal Funds Rate.

---

"Beneficial Ownership Certification" has the meaning given such term inSection 1(v) of Schedule IV to this Agreement.

"Beneficial Ownership Rule" means 31 C.F.R. § 1010.230.

"BofA" means Bank of America, N.A.

"Business Day" shall mean any day other than a Saturday or Sunday or a legal holiday on which commercial banks are authorized or required by law to be closed for business in Phoenix, Arizona, Pittsburgh, Pennsylvania or New York, New York; provided that, for purposes of any direct or indirect calculation or determination involving SOFR, the term "Business Day" means any such day that is also a U.S. Government Securities Business Day.

"Calculation Period" means, with respect to any Portion of Capital, (a) initially, the period commencing on (and including) the date of the initial Purchase or funding of such Portion of Capital and ending on (and including) the last day of the calendar month in which such funding occurs, and (b) thereafter, each successive period commencing on (and including) the first day of each calendar month and ending on (and including) the last day of such calendar month.

"Capital" means with respect to any Purchaser, (a) the amount paid to the Seller by such Purchaser pursuant to Section 1.1(a) or (b) of this Agreement or (b) such Purchaser's Pro Rata Share of the aggregate amount of all unreimbursed draws deemed to be Funded Purchases pursuant to Section 1.2(e) of this Agreement, as reduced from time to time by Collections distributed and applied on account of such Capital pursuant to Section 1.4(d) of this Agreement; provided, that if such Capital shall have been reduced by any distribution and thereafter all or a portion of such distribution is rescinded or must otherwise be returned for any reason, such Capital shall be increased by the amount of such rescinded or returned distribution as though it had not been made.

"Central" means Swift Refrigerated Service, LLC, a Delaware corporation.

"Central Credit and Collection Policy" means those receivables credit and collection policies and procedures that represent the current policies and procedures of Central as of the First Amendment Effective Date with respect to the collection of receivables and extensions of credit to Obligors on Receivables that are originated by Central.

"Change in Control" means (a) that Swift ceases to own, directly or indirectly, 100% of the membership interests of the Seller free and clear of all Adverse Claims, (b) Parent ceases to own, directly or indirectly, 100% of the membership interests of any Originator or (c) a "Change in Control" (as such term is defined in the Credit Agreement, without giving effect to any amendment, supplement, modification or waiver of such definition made or given after such time any of PNC, Wells or BofA is no longer a lender thereunder).

"Closing Date" means June 8, 2011.

---

**Collections** means, with respect to any Pool Receivable: (a) all funds that are received by any Originator, Swift, the Seller or the Servicer in payment of any amounts owed in respect of such Receivable (including purchase price, finance charges, interest and all other charges), or applied to amounts owed in respect of such Receivable (including insurance payments and net proceeds of the sale or other disposition of repossessed goods or other collateral or property of the related Obligor or any other Person directly or indirectly liable for the payment of such Pool Receivable and available to be applied thereon), (b) all Deemed Collections and (c) all other proceeds of such Pool Receivable.

**Commitment** means, with respect to any Related Committed Purchaser, LC Participant or LC Bank, as applicable, the maximum aggregate amount which such Purchaser is obligated to pay hereunder on account of all Funded Purchases and all drawings under all Letters of Credit, on a combined basis, as set forth below its signature to this Agreement or in the Purchase Limit Increase Request, Assumption Agreement or Transfer Supplement pursuant to which it became a Purchaser, as such amount may be modified in connection with any subsequent assignment pursuant to Section 6.3(c) or in connection with a change in the Purchase Limit pursuant to Section 1.1(c).

**Commitment Percentage** means, for each Related Committed Purchaser or related LC Participant in a Purchaser Group, the Commitment of such Related Committed Purchaser or related LC Participant, as the case may be, divided by the total of all Commitments of all Related Committed Purchasers or related LC Participants, as the case may be, in such Purchaser Group.

**Company Notes** has the meaning set forth in Section 3.1 of the Sale Agreement.

**Concentration Percentage** means, at any time: (i) except as provided in clause (ii) below, (a) for any Group A Obligor, 15.0%, (b) for any Group B Obligor, 7.0%, (c) for any Group C Obligor, 5.0% and (d) for any Group D Obligor, 3.0%; and (ii) for each Special Obligor, the Special Obligor Concentration Percentage.

**Concentration Reserve** means at any time, (a) the Concentration Reserve Percentage divided by (b) 100% minus the Concentration Reserve Percentage.

**Concentration Reserve Percentage** means, at any time, the ratio (expressed as a percentage) (a) the largest of the following (i) the sum of the five (5) largest Group D Obligor Receivables balances (up to the Concentration Percentage for each such Obligor), (ii) the sum of the three (3) largest Group C Obligor Receivables balances (up to the Concentration Percentage for each such Obligor), (iii) the sum of the two (2) largest Group B Obligor Receivables balances (up to the Concentration Percentage for such Obligor), and (iv) the largest Group A Obligor Receivables balance (up to the Concentration Percentage for such Obligor), divided by (b) the sum of the aggregate Outstanding Balances of all Eligible Receivables in the Receivables Pool; provided, however that for purposes of determining clause (a) of the Concentration Reserve Percentage, the Outstanding Balance with respect to all Receivables the Obligor of which is a Special Obligor shall be excluded until the occurrence of a Special Obligor Trigger Event.

---

**"Conduit Purchaser"** means each commercial paper conduit that is a party to this Agreement, as a purchaser, or that becomes a party to this Agreement, as a purchaser pursuant to a Purchase Limit Increase Request, Assumption Agreement, Transfer Supplement or otherwise.

**"Conforming Changes"** means, with respect to the Term SOFR Rate, Daily 1M SOFR or any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Base Rate", the definition of "Business Day", timing and frequency of determining rates and making payments of interest, prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrator decides may be appropriate to reflect the adoption and implementation of the Term SOFR Rate, Daily 1M SOFR or such Benchmark Replacement and to permit the administration thereof by the Administrator in a manner substantially consistent with market practice (or, if the Administrator decides that adoption of any portion of such market practice is not administratively feasible or if the Administrator determines that no market practice for the administration of the Term SOFR Rate, Daily 1M SOFR or the Benchmark Replacement exists, in such other manner of administration as the Administrator decides is reasonably necessary in connection with the administration of this Agreement and the other Transaction Documents).

**"Consolidated Total Net Leverage"** has the meaning set forth in the Credit Agreement on the Sixth Amendment Effective Date without giving effect to any amendment, supplement, modification or waiver of such definition made or given after the Sixth Amendment Effective Date.

**"Continuing Purchaser"** has the meaning set forth in Section 6.18 of this Agreement.

**"Contract"** means, with respect to any Receivable, any and all contracts, instruments, agreements, leases, invoices, notes or other writings (including electronic or other forms of writings consistent with standard industry billing practices) pursuant to which such Receivable arises or that evidence such Receivable or under which an Obligor becomes or is obligated to make payment in respect of such Receivable.

**"Contributed Receivables"** has the meaning set forth in Section 1.1(a) of the Sale Agreement.

**"CP Rate"** means, for any Conduit Purchaser and for any Yield Period for any Portion of Capital (a) the per annum rate equivalent to the weighted average cost (as determined by the applicable Purchaser Agent and which shall include commissions of placement agents and dealers, incremental carrying costs incurred with respect to Notes of such Person maturing on dates other than those on which corresponding funds are received by such Conduit Purchaser, other borrowings by such Conduit Purchaser (other than under any Program Support Agreement) and any other costs associated with the issuance of Notes) of or related to the issuance of Notes that are allocated, in whole or in part, by the applicable Purchaser Agent to fund or maintain such Portion of Capital (and which may be also allocated in part to the funding of other assets of such Conduit Purchaser); provided, that if any component of such rate is a discount rate, in calculating the CP Rate" for such Portion of Capital for such Yield Period, the applicable Purchaser Agent

---

shall for such component use the rate resulting from converting such discount rate to an interest bearing equivalent rate per annum; provided, further, that notwithstanding anything in this Agreement or the other Transaction Documents to the contrary, the Seller agrees that any amounts payable to the Purchasers in respect of Discount for any Yield Period with respect to any Portion of Capital funded by such Purchaser at the CP Rate shall include an amount equal to the portion of the face amount of the outstanding Notes issued to fund or maintain such Portion of Capital that corresponds to the portion of the proceeds of such Notes that was used to pay the interest component of maturing Notes issued to fund or maintain such Portion of Capital, to the extent that such Purchaser had not received payments of interest in respect of such interest component prior to the maturity date of such maturing Notes (for purposes of the foregoing, the "interest component" of Notes equals the excess of the face amount thereof over the net proceeds received by such Purchaser from the issuance of Notes, except that if such Notes are issued on an interest-bearing basis its "interest component" will equal the amount of interest accruing on such Notes through maturity) or (b) any other rate designated as the "CP Rate" for such Conduit Purchaser in a Purchase Limit Increase Request, Assumption Agreement or Transfer Supplement pursuant to which such Person becomes a party as a Conduit Purchaser to this Agreement, or any other writing or agreement provided by such Conduit Purchaser to the Seller, the Servicer and the applicable Purchaser Agent from time to time. The "CP Rate" for any day while a Termination Event or an Unmatured Termination Event exists shall be an interest rate equal to the Alternate Rate as calculated in the definition thereof.

"Credit Agreement" means that certain Credit Agreement, dated as of September 3, 2021, by and among the Parent, as borrower, the lenders party thereto, BofA, as administrative agent, swingline lender and issuing lender, and Wells and PNC, as co-syndication agents, and the other Lenders party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time).

"Credit and Collection Policy" means, as the context may require, those receivables credit and collection policies and practices of each Originator and of Swift in effect on the date of this Agreement and described in Schedule I to this Agreement, as modified in compliance with this Agreement; provided, however, that from the First Amendment Effective Date to and including January 15, 2014 and solely with respect to Receivables originated by Central, the term Credit and Collection Policy shall mean the Central Credit and Collection Policy.

"Credit Sales" means, for any period, the aggregate initial principal balance of Receivables originated by the Originators during such period.

"Cut-off Date" has the meaning set forth in Section 1.1(a) the Sale Agreement.

"Daily 1M SOFR" means, for any day, the rate per annum determined by the Administrator by dividing (the resulting quotient rounded upwards, at PNC's discretion, to the nearest 1/100th of 1%) (a) the Term SOFR Reference Rate for such day for a one (1) month period, as published by the Term SOFR Administrator, by (b) a number equal to 1.00 minus the SOFR Reserve Percentage; provided, that if Daily 1M SOFR, determined as provided above, would be less than the SOFR Floor, then Daily 1M SOFR shall be deemed to be the SOFR Floor.

---

The rate of interest will be adjusted automatically as of each Business Day based on changes in Daily 1M SOFR without notice to the Seller.

**"Days' Sales Outstanding"** means, for any Fiscal Month, an amount computed as of the last day of such Fiscal Month equal to: (a) the average of the Outstanding Balance of all Pool Receivables as of the last day of each of the three most recent Fiscal Months ended on the last day of such Fiscal Month divided by (b)(i) the aggregate Credit Sales during the three Fiscal Months ended on the last day of such Fiscal Month divided by (ii) 90.

**"Debt"** of any Person shall mean, without duplication, (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person under conditional sale or other title retention agreements relating to property or assets purchased by such Person, (d) all obligations of such Person issued or assumed as the deferred purchase price of property or services (other than current trade liabilities and current intercompany liabilities (but not any refinancings, extensions, renewals or replacements thereof) incurred in the ordinary course of business and maturing within 365 days after the incurrence thereof), (e) all guarantees by such Person of Debt of others, (f) all capital lease obligations of such Person, (g) all payments that such Person would have to make in the event of an early termination, on the date Debt of such Person is being determined, in respect of outstanding swap agreements, (h) the principal component of all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit and (i) the principal component of all obligations of such person in respect of bankers' acceptances. The Debt of any person shall include the Debt of any partnership in which such Person is a general partner, other than to the extent that the instrument or agreement evidencing such Debt expressly limits the liability of such person in respect thereof.

**"Deemed Collections"** has the meaning set forth in Section 1.4(e)(ii) of this Agreement.

**"Default Ratio"** means the ratio (expressed as a percentage and rounded to the nearest 1/100 of 1%, with 5/1000th of 1% rounded upward) computed as of the last day of each Fiscal Month by dividing: (a) the aggregate Outstanding Balance of all Pool Receivables that became Defaulted Receivables during such month (other than Specified Pool Receivables or Receivables that became Defaulted Receivables as a result of an Insolvency Proceeding with respect to the Obligor thereof during such month) by (b) the Credit Sales during the month that is four (4) Fiscal Months before such month.

**"Defaulted Receivable"** means, without duplication, a Receivable:

(a) as to which any payment, or part thereof, remains unpaid for more than 120 days and less than 151 days from the original invoice date for such payment; provided that, (a) with respect to any Receivable (x) originated by U.S. Xpress, Inc. and (y) the Obligor of which is an Extended Obligor, such Receivable shall only be considered a Defaulted Receivable if any payment, or part thereof, remains unpaid for more than 150 days and less than 181 days from the original invoice date for such payment, (b) the Majority Purchaser Agents may, in their sole discretion, reduce the "more than 150 days and less than 181 days" in clause (a) above to not less than "more

---

than 120 days and less than 151 days" and (c) the "more than 150 days and less than 181 days" in clause (a) above shall automatically be reduced to "more than 120 days and less than 151 days" if the applicable payment terms agreed upon between U.S. Xpress, Inc. and such Extended Obligor are reduced to less than "120 days", or

(b) without duplication (i) as to which an Insolvency Proceeding shall have occurred with respect to the Obligor thereof or any other Person obligated thereon or owning any Related Security with respect thereto; *provided, however*, that notwithstanding that an Insolvency Proceeding has occurred with respect to such Obligor, such Receivable shall not be deemed a Defaulted Receivable in the event that the applicable Originator is determined by a bankruptcy court of competent jurisdiction to be a critical vendor or other entity entitled to post-petition payment on its pre-petition claim or such Receivable is for post-petition services which are entitled to administrative priority, (ii) as to which any payment, or part thereof, has been written off the Seller's or the applicable Originator's books as uncollectible or (iii) as to which the related Obligor is not entitled to any further extensions of credit under the terms of the applicable Credit and Collection Policy.

"Delinquency Ratio" means the ratio (expressed as a percentage and rounded to the nearest 1/100 of 1%, with 5/1000th of 1% rounded upward) computed as of the last day of each Fiscal Month by dividing: (a) the aggregate Outstanding Balance of all Pool Receivables that were Delinquent Receivables on such day by (b) the aggregate Outstanding Balance of all Pool Receivables on such day.

"Delinquent Receivable" means a Receivable as to which any payment, or part thereof, remains unpaid for more than 120 days from the original invoice date for such payment; provided that, (a) with respect to any Receivable (x) originated by U.S. Xpress, Inc. and (y) the Obligor of which is an Extended Obligor, such Receivable shall only be considered a Delinquent Receivable if any payment, or part thereof, remains unpaid for more than 150 days from the original invoice date for such payment, (b) the Majority Purchaser Agents may, in their sole discretion, reduce the "150 days" in clause (a) above to not less than "120 days" and (c) the "150 days" in clause (a) above shall automatically be reduced to "120 days" if the applicable payment terms agreed upon between U.S. Xpress, Inc. and such Extended Obligor are reduced to less than "120 days".

"Dilution Horizon Ratio" means, for any Fiscal Month, the ratio (expressed as a percentage and rounded to the nearest 1/100th of 1%, with 5/1000th of 1% rounded upward) computed as of the last day of such Fiscal Month by dividing: (a) the aggregate Credit Sales during the two most recent Fiscal Months, by (b) the Net Receivables Pool Balance at the last day of such Fiscal Month.

"Dilution Ratio" means the ratio (expressed as a percentage and rounded to the nearest 1/100th of 1%, with 5/1000th of 1% rounded upward), computed as of the last day of each Fiscal Month by dividing: (a) the aggregate amount of Dilutions which occurred during such Fiscal Month by (b) the aggregate Credit Sales during the Fiscal Month that is one month prior to such Fiscal Month.

---

"Dilution Reserve" means, on any day, an amount equal to (a) the Dilution Reserve Percentage on such day, divided by (b) 100% minus the Dilution Reserve Percentage on such day.

"Dilution Reserve Percentage" means on any day, the product (expressed as a percentage) of (a) the Dilution Horizon Ratio multiplied by (b) the sum of (i) 2.0times the average of the Dilution Ratios for the twelve most recent Fiscal Months and (ii) the Dilution Spike Factor.

"Dilution Spike Factor" means, for any Fiscal Month, the product of (a) the positive difference, if any, between: (i) the highest Dilution Ratio for any Fiscal Month during the twelve most recent Fiscal Months and (ii) the arithmetic average of the Dilution Ratios for such twelve Fiscal Months times (b) (i) the highest Dilution Ratio for any Fiscal Month during the twelve most recent Fiscal Months, divided by (ii) the arithmetic average of the Dilution Ratios for such twelve Fiscal Months.

"Dilutions" means, as of the last day of any Fiscal Month, the aggregate amount of payments made or owned by the Seller pursuant to Section 1.4(e)(i) of this Agreement during such Fiscal Month.

"Discount" means with respect to any Purchaser:

(a) for any Portion of Capital for any Yield Period with respect to any Purchaser to the extent such Portion of Capital will be funded by such Purchaser during such Yield Period through the issuance of Notes:

$$\text{CPR} \times \text{C} \times \text{ED}/360$$

(b) for any Portion of Capital for any Yield Period with respect to any Purchaser to the extent such Portion of Capital will not be funded by such Purchaser during such Yield Period through the issuance of Notes or, if the LC Bank and/or any LC Participant has deemed to have made a Funded Purchase in connection with any drawing under a Letter of Credit which accrues Discount pursuant to Section 1.2(e) of this Agreement:

$$\text{AR} \times \text{C} \times \text{ED}/\text{Year}$$

where:

AR = the Alternate Rate for such Portion of Capital for such Yield Period with respect to such Purchaser,

C = the daily average Capital with respect to such Portion of Capital during such Yield Period with respect to such Purchaser,

CPR = the CP Rate for the Portion of Capital for such Yield Period with respect to such Purchaser,

ED = the actual number of days during such Yield Period, and

Year = if such Portion of Capital is funded based upon: (i) SOFR, 360 days, and (ii) the Base Rate, 365 or 366 days, as applicable;

provided, that no provision of this Agreement shall require the payment or permit the collection of Discount in excess of the maximum permitted by applicable law; and provided further, that Discount for any Portion of Capital shall not be considered paid by any distribution to the extent that at any time all or a portion of such distribution is rescinded or must otherwise be returned for any reason.

"Dollar" or "\$" means lawful currency of the United States of America.

"Drawing Date" has the meaning set forth in Section 1.15(b) of this Agreement.

"Eligible Receivable" means, at any time, a Pool Receivable:

(a) the Obligor of which is (i) a resident of the United States or, subject to the limitations in the definition of "Excess Concentrations", a resident of Mexico or Canada, (ii) not subject to any action of the type described in paragraph (f) of Exhibit V to this Agreement and (iii) not an Affiliate of Swift;

(b) that is denominated and payable in U.S. dollars to a Lock-Box Account in the United States, and the Obligor with respect to which has been instructed on or prior to the Closing Date to remit Collections in respect thereof to a Lock-Box Account in the United States, provided, however, that the Obligor with respect to any FUMS Receivable shall not be required to remit Collections to a Lock-Box Account;

(c) that has a stated maturity which is less than the Maximum Payment Term;

(d) that arises under a duly authorized Contract for the sale and delivery of goods and services in the ordinary course of an Originator's business.

(e) that arises under a duly authorized Contract that is in full force and effect and that is a legal, valid and binding obligation of the related Obligor, enforceable against such Obligor in accordance with its terms;

(f) that conforms in all material respects with all applicable laws, rulings and regulations in effect;

(g) that is not the subject of any asserted dispute, offset, hold back, defense, Adverse Claim or other claim, but any such Pool Receivable shall be ineligible only to the extent of the amount of such asserted dispute, offset, hold back, defense, Adverse Claim or other claim;

(h) that satisfies in all material respects all applicable requirements of the applicable Credit and Collection Policy;

---

(i) that has not been modified, waived or restructured since its creation, except as permitted pursuant to Section 4.2 of this Agreement;

(j) in which the Seller has good and marketable title, free and clear of any Adverse Claims, and that is freely assignable by the Seller (including without any consent of the related Obligor unless such consent has already been obtained);

(k) for which the Administrator (for the benefit of each Purchaser) shall have a valid and enforceable undivided percentage ownership or security interest, to the extent of the Purchased Interest, and a valid and enforceable first priority perfected security interest therein and in the Related Security and Collections with respect thereto, in each case free and clear of any Adverse Claim;

(l) that constitutes an "account" or "general intangible" (each, as defined in the UCC), and that is not evidenced by "instruments" or "chattel paper" (each, defined in the UCC);

(m) that is not a Defaulted Receivable or a Delinquent Receivable;

(n) for which none of the Originator thereof, the Seller and the Servicer has established any offset arrangements with the related Obligor (other than contractual arrangements in the ordinary course of business which do not reduce the Outstanding Balance of the applicable Receivable);

(o) for which Defaulted Receivables of the related Obligor do not exceed 50% of the Outstanding Balance of all such Obligor's Receivables;

(p) that represents amounts earned and payable by the Obligor that are not subject to the performance of additional services by the Originator thereof; and

(q) that if such Receivable has not yet been billed, no more than 60 days have expired since the date that such Receivable was created.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and any successor statute of similar import, together with the rulings and regulations thereunder, in each case as in effect from time to time. References to sections of ERISA also refer to any successor sections.

"ERISA Affiliate" means: (a) any corporation that is a member of the same controlled group of corporations (within the meaning of Section 414(b) of the Internal Revenue Code) as the Seller, any Originator or Swift, (b) a trade or business (whether or not incorporated) under common control (within the meaning of Section 414(c) of the Internal Revenue Code) with the Seller, any Originator or Swift, or (c) a member of the same affiliated service group (within the meaning of Section 414(m) of the Internal Revenue Code) as the Seller, any Originator, any corporation described in clause (a) or any trade or business described in clause (b).

"Erroneous Payment" has the meaning assigned to it in Section 5.10(a).

"Erroneous Payment Notice" has the meaning assigned to it in Section 5.10(a).

"Excess Concentration" means, for any day, the sum of, without duplication:

---

(a) the sum of the amounts by which the aggregate Outstanding Balance of all Eligible Receivables then in the Receivables Pool of each Obligor exceeds an amount equal to (i) the applicable Concentration Percentage for such Obligor multiplied by (ii) the aggregate Outstanding Balance of all Eligible Receivables then in the Receivables Pool; plus

(b) the amount by which the aggregate Outstanding Balance of all Eligible Receivables then in the Receivables Pool the Obligor of which is a resident of Mexico exceeds an amount equal to (i) 3.0% (or such lower amount at the sole discretion of any Purchaser upon ten (10) days prior written notice to the Seller (it being understood that such percentage may be reduced to zero)) multiplied by (ii) the aggregate Outstanding Balance of all Eligible Receivables then in the Receivables Pool; plus

(c) the amount by which the aggregate Outstanding Balance of all Eligible Receivables then in the Receivables Pool the Obligor of which is a resident of Canada exceeds an amount equal to (i) 5.0% multiplied by (ii) the aggregate Outstanding Balance of all Eligible Receivables then in the Receivables Pool; plus

(d) the amount by which the aggregate Outstanding Balance of all Eligible Receivables then in the Receivables Pool that have not been invoiced to the Obligor thereof no more than 45 days since the date that such Eligible Receivable was created exceeds an amount equal to (i) 15.0% multiplied by (ii) the aggregate Outstanding Balance of all Eligible Receivables then in the Receivables Pool; plus

(e) the amount by which the aggregate Outstanding Balance of all Eligible Receivables then in the Receivables Pool that have not been invoiced to the Obligor thereof more than 45 days but less than 61 days since the date that such Eligible Receivable was created exceeds an amount equal to (i) 2.0% multiplied by (ii) the aggregate Outstanding Balance of all Eligible Receivables then in the Receivables Pool; plus

(f) the amount by which the aggregate Outstanding Balance of all FUMS Receivables then in the Receivables Pool exceeds an amount equal to (i) 4.0% (or such other amount as may be agreed to in writing by the Seller and each Purchaser Group from time to time) multiplied by (ii) the aggregate Outstanding Balance of all Eligible Receivables then in the Receivables Pool; plus

(g) the amount by which the aggregate Outstanding Balance of all Eligible Receivables then in the Receivables Pool the Obligor of which is a Governmental Authority exceeds an amount equal to (i) 1.0% multiplied by (ii) the aggregate Outstanding Balance of all Eligible Receivables then in the Receivables Pool; plus

(h) the Extended Payment Terms Concentration Amount.

"Exiting Notice" has the meaning set forth in Section 1.4(b)(ii) of this Agreement.

---

“Exiting Purchaser” has the meaning set forth in Section 1.4(b)(ii) of this Agreement and any Purchaser the Seller designates as an Exiting Purchaser pursuant to Sections 1.7 or 1.8.

“Extended Obligor” has the meaning set forth in the Fee Letter.

“Extended Payment Terms Concentration Amount” has the meaning set forth in the Fee Letter.

“Facility Termination Date” means the earliest to occur of: (a) with respect to each Purchaser, October 1, 2025, (b) the date determined pursuant to Section 2.2 of this Agreement, (c) the date the Purchase Limit reduces to zero pursuant to Section 1.1(c) of this Agreement, (d) with respect to each Conduit Purchaser, the date that the commitments of all of the Liquidity Providers terminate under the related Liquidity Agreement, (e) with respect to each Purchaser Group, the date that the Commitment of all of the Related Committed Purchasers of such Purchaser Group terminate pursuant to Section 1.22, and (f) the Seller shall fail to cause the amendment or modification of any Transaction Document as reasonably requested by Fitch, Moody’s or Standard & Poor’s, and such failure shall continue for 60 days after such amendment or modification is initially requested.

“Fair Market Value Discount” has the meaning set forth in Section 2.2 of the Sale Agreement.

“Federal Funds Rate” means, for any day, the per annum rate set forth in the weekly statistical release designated as H.15(519), or any successor publication, published by the Federal Reserve Board (including any such successor, H.15(519)) for such day opposite the caption “Federal Funds (Effective).” If on any relevant day such rate is not yet published in H.15(519), the rate for such day will be the rate set forth in the daily statistical release designated as the Composite 3:30 p.m. Quotations for U.S. Government Securities, or any successor publication, published by the Federal Reserve Bank of New York (including any such successor, the “Composite 3:30 p.m. Quotations”) for such day under the caption “Federal Funds Effective Rate.” If on any relevant day the appropriate rate is not yet published in either H.15(519) or the Composite 3:30 p.m. Quotations, the rate for such day will be the arithmetic mean as determined by the Administrator of the rates for the last transaction in overnight Federal funds arranged before 9:00 a.m. (New York City Time) on that day by each of three leading brokers of Federal funds transactions in New York City selected by the Administrator.

“Federal Reserve Board” means the Board of Governors of the Federal Reserve System, or any entity succeeding to any of its principal functions.

“Fee Letter” has the meaning set forth in Section 1.5 of this Agreement.

“Fees” means the fees payable by the Seller to each member of each Purchaser Group pursuant to the Fee Letter.

“Fifth Amendment Effective Date” means April 23, 2021.

---

"First Amendment Effective Date" means September 25, 2013.

"Fiscal Month" means each calendar month.

"Fiscal Quarter" means a quarter ending on the last day of March, June, September or December.

"Fiscal Year" means any period of twelve consecutive calendar months ending on December 31; references to a Fiscal Year with a number corresponding to any calendar year (e.g., the "2010 Fiscal Year") refer to the Fiscal Year ending on December 31 of such calendar year.

"Fitch" means Fitch, Inc.

"FUMS Receivable" means a Receivable generated by an Originator pursuant to such Originator's Freight Under Management Services program offered to its customers pursuant to which such Originator coordinates, in the capacity as an agent, services provided to the Obligor through a third party carrier.

"Funded Purchase" means a Purchase or deemed Purchase of undivided percentage ownership interests in the Purchased Interest under this Agreement which (a) is paid for in cash, including pursuant to Section 1.1(b) (other than through reinvestment of Collections pursuant to Section 1.4(b)) or (b) is treated as a Funded Purchase pursuant to Section 1.2(e).

"GAAP" means the generally accepted accounting principles and practices in the United States, consistently applied.

"Governmental Acts" has the meaning given such term in Section 1.20.

"Governmental Authority" means any nation or government, any state or other political subdivision thereof, any central bank (or similar monetary or regulatory authority) thereof, any body or entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any court, and any Person owned or controlled, through stock or capital ownership or otherwise, by any of the foregoing.

"Group A Obligor" means any Obligor with a short-term rating of at least: (a) "A-1" by Standard & Poor's, or if such Obligor does not have a short-term rating from Standard & Poor's, a rating of "A+" or better by Standard & Poor's on its long-term senior unsecured and uncredit-enhanced debt securities, and (b) "P-1" by Moody's, or if such Obligor does not have a short-term rating from Moody's, "A1" or better by Moody's on its long-term senior unsecured and uncredit-enhanced debt securities. If both a short-term and long-term rating exist for an Obligor, the short-term rating will be used and if Standard & Poor's and Moody's ratings for an Obligor indicate a different group for such Obligor, the lower of such ratings shall be used; provided, however, if the Obligor is Amazon.com, Inc. and if the Standard & Poor's and Moody's ratings for Amazon.com, Inc. indicate a different group, the higher of such ratings shall be used.

---

**“Group B Obligor”** means an Obligor, other than a Group A Obligor, with a short-term rating of at least: (a) “A-2” by Standard & Poor’s, or if such Obligor does not have a short-term rating from Standard & Poor’s, a rating of “BBB+” Standard & Poor’s on its long-term senior unsecured and uncredit-enhanced debt securities, and (b) “P-2” by Moody’s, or if such Obligor does not have a short-term rating from Moody’s, “Baa1” by Moody’s on its long-term senior unsecured and uncredit-enhanced debt securities. If both a short-term and long-term rating exist for an Obligor, the short-term rating will be used and if Standard & Poor’s and Moody’s ratings for an Obligor indicate a different group for such Obligor, the lower of such ratings shall be used; *provided, however*, if the Obligor is Amazon.com, Inc. and if the Standard & Poor’s and Moody’s ratings for Amazon.com, Inc. indicate a different group, the higher of such ratings shall be used.

**“Group C Obligor”** means an Obligor, other than a Group A Obligor or Group B Obligor, with a short-term rating of at least: (a) “A-3” by Standard & Poor’s, or if such Obligor does not have a short-term rating from Standard & Poor’s, a rating of “BBB-” by Standard & Poor’s on its long-term senior unsecured and uncredit-enhanced debt securities, and (b) “P-3” by Moody’s, or if such Obligor does not have a short-term rating from Moody’s, “Baa3” by Moody’s on its long-term senior unsecured and uncredit-enhanced debt securities. If both a short-term and long-term rating exist for an Obligor, the short-term rating will be used and if Standard & Poor’s and Moody’s ratings for an Obligor indicate a different group for such Obligor, the lower of such ratings shall be used; *provided, however*, if the Obligor is Amazon.com, Inc. and if the Standard & Poor’s and Moody’s ratings for Amazon.com, Inc. indicate a different group, the higher of such ratings shall be used.

**“Group Capital”** means with respect to any Purchaser Group, an amount equal to the aggregate of all Capital of the Purchasers within such Purchaser Group.

**“Group Commitment”** means with respect to any Purchaser Group, the aggregate of the Commitments of each Purchaser within such Purchaser Group, which amount is set forth on the signature pages hereto.

**“Group D Obligor”** means any Obligor that is not a Group A Obligor, Group B Obligor or Group C Obligor.

**“Indemnified Amounts”** has the meaning set forth in Section 3.1 of this Agreement.

**“Indemnified Party”** has the meaning set forth in Section 3.1 of this Agreement.

**“Indemnified Taxes”** has the meaning set forth in Section 1.10 of this Agreement.

**“Independent Manager”** has the meaning set forth in paragraph 3(c) of Exhibit IV to this Agreement.

**“Information Package”** means each report, in substantially the form of Annex A-1 to this Agreement, furnished by or on behalf of the Servicer to the Administrator and each Purchaser Agent pursuant to this Agreement.

---

**"Insolvency Proceeding"** means: (a) any case, action or proceeding before any court or other Governmental Authority relating to bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or (b) any general assignment for the benefit of creditors of a Person or any composition, marshalling of assets for creditors of a Person, or other similar arrangement in respect of its creditors generally or any substantial portion of its creditors, in each case undertaken under U.S. Federal, state or foreign law, including the Bankruptcy Code.

**"Internal Revenue Code"** means the Internal Revenue Code of 1986, as amended from time to time, and any successor statute of similar import, together with the regulations thereunder, in each case as in effect from time to time. References to sections of the Internal Revenue Code also refer to any successor sections.

**"KYC Package"** means the documentation and other information requested by the Administrator or any Affected Person in any KYC Request.

**"KYC Request"** means any reasonable request of the Administrator or any Affected Person for documentation and other information so requested in connection with applicable "know your customer" and Anti-Money Laundering Laws, including the Patriot Act.

**"LC Bank"** has the meaning set forth in the preamble to this Agreement.

**"LC Collateral Account"** means the account designated as the LC Collateral Account established and maintained by the Administrator (for the benefit of the LC Bank and the LC Participants), or such other account as may be so designated as such by the Administrator with notice to the Seller and the Servicer.

**"LC Participant"** means each financial institution that is a party to this Agreement, as a LC Participant, or that becomes a party to this Agreement, as a LC Participant pursuant to a Purchase Limit Increase Request, Assumption Agreement or otherwise.

**"LC Participation Amount"** means, at any time, the then sum of the undrawn amounts of all outstanding Letters of Credits.

**"Letter of Credit"** means any stand-by letter of credit issued by the LC Bank for the account of the Seller pursuant to this Agreement.

**"Letter of Credit Application"** has the meaning set forth in Section 1.13(a) of this Agreement.

**"Liquidity Agreement"** means any agreement entered into in connection with this Agreement pursuant to which a Liquidity Provider agrees to make purchases or advances to, or purchase assets from, any Conduit Purchaser in order to provide liquidity for such Conduit Purchaser's Purchases.

**"Liquidity Provider"** means each bank or other financial institution that provides liquidity support to any Conduit Purchaser pursuant to the terms of a Liquidity Agreement.

**"Lock-Box Account"** means each account listed on Schedule II to this Agreement and maintained, in each case in the name of the Seller and maintained by the Seller at a bank or other

---

financial institution acting as a Lock-Box Bank pursuant to a Lock-Box Agreement for the purpose of receiving Collections.

"Lock-Box Agreement" means an agreement, among the Seller, the Servicer, a Lock-Box Bank and the Administrator, governing the terms of the related Lock-Box Accounts, in each case acceptable to the Administrator.

"Lock-Box Bank" means any of the banks or other financial institutions holding one or more Lock-Box Accounts.

"Loss Reserve" means, on any day, an amount equal to (a) the Loss Reserve Percentage on such date divided by (b) 100%, minus the Loss Reserve Percentage on such date.

"Loss Reserve Percentage" means, on any day, an amount (expressed as a percentage) equal to:

(a) the product of:

(i) 2.0 times the highest three month rolling average of the Default Ratios during the twelve most recent Fiscal Months as of such day;

multiplied by

(ii) (if such day occurs during a Weekly Reporting Period, the aggregate Credit Sales during the four most recent Fiscal Months and one quarter of the fifth most recent Fiscal Month, or (y) if such day occurs during a Monthly Reporting Period, the aggregate Credit Sales during the five most recent Fiscal Months;

divided by

(b) the Net Receivables Pool Balance as of such date.

"Majority LC Participants" shall mean LC Participants whose Pro Rata Shares aggregate 50% or more.

"Majority Purchaser Agents" means, at any time, the Purchaser Agents which in their related Purchaser Group have Related Committed Purchasers whose Commitments aggregate more than 50% of the aggregate of the Commitments of all Related Committed Purchasers in all Purchaser Groups; provided, that so long as any one Related Committed Purchaser's Commitment is greater than 50% of the aggregate Commitments and there is more than one Purchaser Group, then "Majority Purchaser Agents" shall mean a minimum of two Purchaser Agents which in their related Purchaser Group have Related Committed Purchasers whose Commitments aggregate more than 50% of the aggregate Commitment of all Related Committed Purchasers in all Purchaser Groups.

---

"Material Adverse Effect" means, relative to any Person with respect to any event or circumstance, a material adverse effect on:

- (a) the assets, operations, business or financial condition of an Originator, the Seller or the Servicer,
- (b) the ability of any of an Originator, the Seller or Servicer to perform its obligations under this Agreement or any other Transaction Document to which it is a party,
- (c) the validity or enforceability of any of the Transaction Documents, or the validity, enforceability or collectability of the Pool Receivables, or
- (d) the status, perfection, enforceability or priority of the Administrator's, any Purchaser's or the Seller's interest in the Pool Assets.

"Maximum Payment Term" has the meaning set forth in the Fee Letter.

"Minimum Dilution Reserve" means, on any day, (a) the Minimum Dilution Reserve Percentage on such date ~~divided by (b) 100% minus~~ the Minimum Dilution Reserve Percentage on such date.

"Minimum Dilution Reserve Percentage" means, at any time, ~~the product (expressed as a percentage) of (a) the 12-month rolling average of the Dilution Ratio at such time multiplied by (b) the Dilution Horizon Ratio as of such date.~~

"Minimum Usage Amount" means, as of any date of determination, an amount greater than or equal to the lesser of (a) 50% of the Purchase Limit or (b) an amount which causes the Purchased Interest to equal 100%.

"Monthly Reporting Period" means any period other than a Weekly Reporting Period.

"Moody's" means Moody's Investors Service, Inc.

"Net Receivables Pool Balance" means, at any time: (a) the Outstanding Balance of Eligible Receivables then in the Receivables Pool ~~minus~~ (b) the Excess Concentration.

"New Purchaser" has the meaning set forth in Section 6.18 of this Agreement.

"Notes" means short-term promissory notes issued, or to be issued, by any Conduit Purchaser to fund its investments in accounts receivable or other financial assets.

"Obligor" means, with respect to any Receivable, the Person obligated to make payments pursuant to the Contract relating to such Receivable.

"Order" has the meaning set forth in Section 1.21 of this Agreement.

---

"Original Purchase Agreement" has the meaning set forth in the preamble hereto.

"Originator" means each Person from time to time party to the Sale Agreement as an Originator; provided that (x) U.S. Xpress, Inc., a Nevada corporation, shall not be considered an Originator until the Administrator has received search reports covering UCC, judgment, tax, ERISA and other liens from all applicable state jurisdictions showing no Adverse Claims on any Pool Assets and (y) Total Transportation of Mississippi LLC, a Mississippi limited liability company, shall not be considered an Originator until the Administrator has received a favorable opinion, in form and substance reasonably satisfactory to the Administrator, of counsel for Total Transportation of Mississippi LLC, covering such matters as the Administrator may reasonably request.

"Other Taxes" means any and all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Transaction Document.

"Outstanding Balance" means, for any Receivable at any time, the then outstanding principal balance thereof.

"Overnight Bank Funding Rate" means for any day, the rate comprised of both overnight federal funds and overnight eurocurrency borrowings by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the Federal Reserve Bank of New York ("NYFRB"), as set forth on its public website from time to time, and as published on the next succeeding Business Day as the overnight bank funding rate by the NYFRB (or by such other recognized electronic source (such as Bloomberg) selected by the Administrator for the purpose of displaying such rate); provided, that if such day is not a Business Day, the Overnight Bank Funding Rate for such day shall be such rate on the immediately preceding Business Day; provided, further, that if such rate shall at any time, for any reason, no longer exist, the Administrator may select a comparable replacement rate determined by the Administrator at such time (which determination shall be conclusive absent manifest error). If the Overnight Bank Funding Rate determined as above would be less than zero, then such rate shall be deemed to be zero. The rate of interest charged shall be adjusted as of each Business Day based on changes in the Overnight Bank Funding Rate without notice to the Seller, provided that the Administrator shall notify the Seller of such applicable rate of interest upon request.

"Parent" means Knight-Swift Transportation Holdings Inc., a Delaware corporation.

"Participant" has the meaning set forth inSection 6.3(b) of this Agreement.

"Patriot Act" has the meaning given such term inSection 6.17.

"Payment Date" means (a) the Closing Date and (b) each Business Day thereafter that the Originators are open for business.

---

**“Performance Guaranty”** means that certain Performance Guaranty, dated as of the date hereof, made by the Parent in favor of the Administrator with respect to certain obligations of the Servicer and the Originators.

**“Person”** means an individual, partnership, corporation (including a business trust), joint stock company, trust, unincorporated association, joint venture, limited liability company or other entity, or a government or any political subdivision or agency thereof.

**“Periodic Report”** means each Information Package or Weekly Report, as applicable, delivered hereunder.

**“PNC”** means PNC Bank, National Association.

**“Pool Assets”** has the meaning set forth in Section 1.2(d) of this Agreement.

**“Pool Receivable”** means a Receivable in the Receivables Pool.

**“Portion of Capital”** means, with respect to any Purchaser and its related Capital, the portion of such Capital being funded or maintained by such Purchaser by reference to a particular interest rate basis.

**“Pro Rata Share”** means, for each LC Participant or the LC Bank, the Commitment of such LC Participant or LC Bank, as the case may be, divided by the aggregate of the Commitments of all LC Participants and the LC Bank at such time.

**“Program Support Agreement”** means and includes any Liquidity Agreement and any other agreement entered into by any Program Support Provider providing for: (a) the issuance of one or more letters of credit for the account of any Conduit Purchaser, (b) the issuance of one or more surety bonds for which the such Conduit Purchaser is obligated to reimburse the applicable Program Support Provider for any drawings thereunder, (c) the sale by such Conduit Purchaser to any Program Support Provider of the Purchased Interest (or portions thereof) maintained by such Conduit Purchaser and/or (d) the making of loans and/or other extensions of credit to any Conduit Purchaser in connection with such Conduit Purchaser’s securitization program contemplated in this Agreement, together with any letter of credit, surety bond or other instrument issued thereunder.

**“Program Support Provider”** means and includes with respect to each Conduit Purchaser, any Liquidity Provider and any other Person (other than any customer of such Conduit Purchaser) now or hereafter extending credit or having a commitment to extend credit to or for the account of, or to make purchases from, such Conduit Purchaser pursuant to any Program Support Agreement.

**“Purchase”** has the meaning set forth in Section 1.1(a) of this Agreement.

---

"Purchase and Sale Indemnified Amounts" has the meaning set forth inSection 9.1 of the Sale Agreement.

"Purchase and Sale Indemnified Party" has the meaning set forth inSection 9.1 of the Sale Agreement.

"Purchase and Sale Termination Date" has the meaning set forth inSection 1.4 of the Sale Agreement.

"Purchase and Sale Termination Event" has the meaning set forth inSection 8.1 of the Sale Agreement.

"Purchase Date" means the date on which a Purchase or a reinvestment is made pursuant to this Agreement.

"Purchase Facility" has the meaning set forth inSection 1.1 of the Sale Agreement.

"Purchase Limit" means \$575,000,000, as such amount may be reduced pursuant toSection 1.1(c) or otherwise in connection with any Existing Purchaser, or increased pursuant to Section 1.1(f). References to the unused portion of the Purchase Limit shall mean, at any time, the Purchase Limit minus the sum of the then outstanding Aggregate Capital plus the LC Participation Amount.

"Purchase Limit Increase" has the meaning set forth inSection 1.23 of this Agreement.

"Purchase Limit Increase Request" has the meaning set forth inSection 1.23 of this Agreement.

"Purchase Notice" has the meaning set forth inSection 1.2(a) to this Agreement.

"Purchase Price" has the meaning set forth inSection 2.2 of the Sale Agreement.

"Purchased Interest" means, at any time, the undivided percentage ownership interest of the Purchasers in: (a) each and every Pool Receivable now existing or hereafter arising, (b) all Related Security with respect to such Pool Receivables and (c) all Collections with respect to, and other proceeds of, such Pool Receivables and Related Security. Such undivided percentage ownership interest shall be computed as:

$$\frac{\text{Aggregate Capital} + \text{Adjusted LC Participation Amount} + \text{Total Reserves}}{\text{Net Receivables Pool Balance}}$$

The Purchased Interest shall be determined from time to time pursuant toSection 1.3 of this Agreement.

---

**"Purchaser"** means each Conduit Purchaser, each Related Committed Purchaser, each LC Participant and/or the LC Bank, as applicable.

**"Purchaser Agent"** means each Person acting as agent on behalf of a Purchaser Group and designated as a Purchaser Agent for such Purchaser Group on the signature pages to this Agreement or any other Person who becomes a party to this Agreement as a Purchaser Agent pursuant to a Purchase Limit Increase Request, an Assumption Agreement or a Transfer Supplement.

**"Purchaser Group"** means, (a) for any Conduit Purchaser, such Conduit Purchaser, its Related Committed Purchaser, its related Purchaser Agent, its related LC Participants and any other related Conduit Purchasers with the same Related Committed Purchaser as such Conduit Purchaser, (b) with respect to the Wells Fargo Purchaser Group, Wells' roles as Related Committed Purchaser, Purchaser Agent and LC Participant, (c) with respect to the PNC Bank Purchaser Group, PNC's roles as Related Committed Purchaser, Purchaser Agent and LC Bank, (d) with respect to the BofA Purchaser Group, Bank of America, N.A.'s roles as Related Committed Purchaser, Purchaser Agent and LC Participant or (e) with respect to the TD Purchaser Group, The Toronto-Dominion Bank's roles as Related Committed Purchaser, Purchaser Agent and LC Participant and GTA Funding LLC's role as Conduit Purchaser.

**"Purchasers' Share"** of any amount, at any time, means such amount multiplied by the Purchased Interest at such time.

**"Purchasing Related Committed Purchaser"** has the meaning set forth in Section 6.3(c) of this Agreement.

**"Ratable Share"** means, for each Purchaser Group, such Purchaser Group's aggregate Commitments divided by the aggregate Commitments of all Purchaser Groups.

**"Rating Agency"** means Fitch, Moody's, Standard & Poor's or any other rating agency a Conduit Purchaser chooses to rate its Notes.

**"Rating Agency Condition"** means, when applicable, with respect to any material event or occurrence, receipt by the Administrator (or the applicable Purchaser Agent) of written confirmation from each of Fitch, Standard & Poor's and Moody's (and/or each other rating agency then rating the Notes of the applicable Conduit Purchaser) that such event or occurrence shall not cause the rating on the then outstanding Notes of any applicable Purchaser to be downgraded or withdrawn.

**"Receivable"** means any accounts or notes receivable representing or evidencing any indebtedness and other obligations owed to any Originator or the Seller or any right of the Seller or any Originator to payment from or on behalf of an Obligor or any right to reimbursement for funds paid or advanced by the Seller or any Originator on behalf of an Obligor, whether constituting an "account," "chattel paper," "payment intangible," "instrument" or "general intangible," (each, as defined in the UCC) however arising (whether or not earned by performance), and includes, without limitation, the obligation to pay any finance charges, fees

---

and other charges with respect thereto, but which expressly excludes owner-operator advances and settlements. Indebtedness and other obligations arising from any one transaction, including, without limitation, indebtedness and other obligations represented by an individual invoice or agreement, shall constitute a Receivable separate from a Receivable consisting of the indebtedness and other obligations arising from any other transaction.

“Receivables Pool” means, at any time, all of the then outstanding Receivables purchased by the Seller pursuant to the Sale Agreement prior to the Facility Termination Date.

“Reimbursement Obligation” has the meaning set forth in Section 1.15(b) of this Agreement.

“Related Committed Purchaser” means each Person listed as such (and its respective Commitment) as set forth on the signature pages of this Agreement or in any Purchase Limit Increase Request, Assumption Agreement or Transfer Supplement.

“Related Rights” has the meaning set forth in Section 1.1 of the Sale Agreement.

“Related Security” means, with respect to any Receivable:

- (a) all of the Seller’s and the applicable Originator’s interest in any goods (including returned goods), and documentation of title evidencing the shipment or storage of any goods (including returned goods), the sale of which gave rise to such Receivable,
- (b) all instruments and chattel paper that may evidence such Receivable,
- (c) all other security interests or liens and property subject thereto from time to time purporting to secure payment of such Receivable, whether pursuant to the Contract related to such Receivable or otherwise, together with all UCC financing statements or similar filings relating thereto,
- (d) solely to the extent applicable to such Receivable, all of the Seller’s and the applicable Originator’s rights, interests and claims under the Contracts relating to such Receivable, and all guaranties, indemnities, insurance and other agreements (including the related Contract) or arrangements of whatever character from time to time supporting or securing payment of such Receivable or otherwise relating to such Receivable, whether pursuant to the Contract related to such Receivable or otherwise, and
- (e) all of the Seller’s rights, interests and claims under the Sale Agreement and the other Transaction Documents.

---

Required LC Participants" means the LC Participants whose Pro Rata Shares aggregate 66 $\frac{2}{3}$ % or more.

Restatement Date" means June 14, 2013.

Restricted Payments" has the meaning set forth in Section 1(m) of Exhibit IV to this Agreement.

Sale Agreement" means the Purchase and Sale Agreement, dated as of the Closing Date between the Seller and the Originators, as the same may be amended, restated, supplemented or otherwise modified from time to time.

Sanctioned Country" means, at any time, a country or territory that is the target of comprehensive Sanctions.

Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, Her Majesty's Treasury's Consolidated List of Financial Sanctions Targets or the Investment Ban List, or any similar list enforced by any other applicable sanctions authority, (b) any Person organized or resident in a Sanctioned Country or (c) any Person controlled by any such Person.

Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by the Office of Foreign Assets Control of the US Department of Treasury, the US State Department, the US Department of Commerce or the US Department of the Treasury, (b) by the United Nations Security Council, the European Union or Her Majesty's Treasury of the United Kingdom or (c) by other relevant sanctions authorities to the extent compliance with the sanctions imposed by such other authorities would not entail a violation of applicable law.

SEC" means the U.S. Securities and Exchange Commission.

Seller" has the meaning set forth in the preamble to this Agreement.

Seller's Share" of any amount means the greater of: (a) \$0 and (b) such amount minus the product of (i) such amount multiplied by (ii) the Purchased Interest.

Servicer" has the meaning set forth in the preamble to this Agreement.

Servicing Fee" means the fee referred to in Section 4.6 of this Agreement.

Servicing Fee Rate" has the meaning set forth in Section 4.6 of this Agreement.

Settlement Date" means the 20th day of each calendar month (or if such day is not a Business Day, the next occurring Business Day) and such other dates as the Seller or Servicer shall request and as consented to by the Administrator and Purchaser Agents; provided, that on and after the occurrence and continuation of any Termination Event, the Settlement Date shall be

---

the date selected as such by the Administrator (with the consent or at the direction of the Majority Purchaser Agents) from time to time (it being understood that the Administrator (with the consent or at the direction of the Majority Purchaser Agents) may select such Settlement Date to occur as frequently as daily) or, in the absence of any such selection, the date which would be the Settlement Date pursuant to this definition.

"Sixth Amendment Effective Date" means October 3, 2022.

"Solvent" means, with respect to any Person at any time, a condition under which:

(a) the fair value and present fair saleable value of such Person's total assets (including intangible assets) is, on the date of determination, greater than such Person's total liabilities (including contingent and unliquidated liabilities) at such time;

(b) the fair value and present fair saleable value of such Person's assets is greater than the amount that will be required to pay such Person's probable liability on its existing debts as they become absolute and matured ("debts," for this purpose, includes all legal liabilities, whether matured or unmatured, liquidated or unliquidated, absolute, fixed, or contingent);

(c) such Person is and shall continue to be able to pay all of its liabilities as such liabilities mature; and

(d) such Person does not have unreasonably small capital with which to engage in its current and in its anticipated business.

For purposes of this definition:

(i) the amount of a Person's contingent or unliquidated liabilities at any time shall be that amount which, in light of all the facts and circumstances then existing, represents the amount which can reasonably be expected to become an actual or matured liability;

(ii) the "fair value" of an asset shall be the amount which may be realized within a reasonable time either through collection or sale of such asset at its regular market value;

(iii) the "regular market value" of an asset shall be the amount which a capable and diligent business person could obtain for such asset from an interested buyer who is willing to purchase such asset under ordinary selling conditions; and

(iv) the "present fair saleable value" of an asset means the amount which can be obtained if such asset is sold with reasonable promptness in an arm's-length transaction in an existing and not theoretical market.

"SOFR" means a rate equal to the secured overnight financing rate as administered by the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

---

"SOFR Adjustment" shall mean an interest rate per annum equal to ten basis points (0.10%).

"SOFR Floor" means a rate of interest per annum equal to 0 basis points (0.00%).

"SOFR Rate" means, at any time of determination, with respect to any Purchaser, Daily 1M SOFR or the Term SOFR Rate, as determined by the Seller by providing notice to the Administrator not later than 11:00 a.m. (New York City time), one (1) Business Day prior to the expiration of any Tranche Period or Yield Period, as applicable; provided, however, that the SOFR Rate applicable to any Term SOFR Tranche funded pursuant to a funding of Capital that occurs other than on a Settlement Date shall be Daily 1M SOFR for each day during the initial Yield Period applicable to such Term SOFR Tranche from the date such funding of Capital is made until the next occurring Settlement Date.

"SOFR Reserve Percentage" means, for any day, the maximum effective percentage in effect on such day, if any, as prescribed by the Board of Governors of the Federal Reserve System (or any successor) for determining the reserve requirements (including, without limitation, supplemental, marginal and emergency reserve requirements) with respect to SOFR funding.

"Special Obligor" has the meaning set forth in the Fee Letter.

"Special Obligor Concentration Percentage" has the meaning set forth in the Fee Letter.

"Special Obligor Trigger Event" means the occurrence of any of the following: (i) the Special Obligor fails to maintain a short-term rating of "A-1" or better by Standard & Poor's and "P-1" or better by Moody's, (ii) the ratio of (A) the aggregate Outstanding Balance of Receivables the Obligor of which is the Special Obligor as to which any payment, or part thereof, remains unpaid for 120 or more days from the original invoice date thereof divided by (B) the aggregate Outstanding Balance of all Receivables the Obligor of which is the Special Obligor exceeds 15.00%, (iii) the date that is ten (10) Business Days after any Purchaser provides written notice to the Seller, the Administrator, and each Purchaser Agent that a Special Obligor Trigger Event shall be deemed to have occurred.

"Specified Pool Receivables" has the meaning set forth in the Fee Letter.

"Standard & Poor's" means Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business.

"Sub-Servicer" has the meaning set forth in Section 4.1(d) of this Agreement.

"Subsidiary" means, as to any Person, a corporation, partnership, limited liability company or other entity of which shares of stock of each class or other interests having ordinary voting power (other than stock or other interests having such power only by reason of the happening of a contingency) to elect a majority of the Board of Directors or other managers of such entity are at the time owned, or management of which is otherwise controlled: (a) by such

---

Person, (b) by one or more Subsidiaries of such Person or (c) by such Person and one or more Subsidiaries of such Person.

“Swift” has the meaning set forth in the preamble to this Agreement.

“Tangible Net Worth” means, with respect to any Person, the tangible net worth of such Person as determined in accordance with GAAP.

“Taxes” means, with respect to any Person, any and all present or future taxes, charges, fees, levies or other assessments (including income, gross receipts, profits, withholding, excise, property, sales, use, value added, license, occupation and franchise taxes and including any related interest, penalties or other additions) imposed by any jurisdiction or taxing authority (whether foreign or domestic) under the laws of which such Person is organized.

“Term SOFR Administrator” means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Administrator in its reasonable discretion).

“Term SOFR Rate” means with respect to any Tranche Period, the interest rate per annum equal to the Term SOFR Reference Rate for a tenor comparable to such Tranche Period, as such rate is published by the Term SOFR Administrator on the day (the “Term SOFR Determination Date”) that is two (2) Business Days prior to the first day of such Tranche Period; provided, however, that with respect to the initial Tranche Period for the Capital made on a date that is not a Settlement Date, the Term SOFR Rate shall be the interest rate per annum equal to Daily 1M SOFR for each day during such initial Tranche Period from the date that such funding of Capital is made until the next occurring Settlement Date. If the Term SOFR Reference Rate for the applicable tenor has not been published or replaced with a Benchmark Replacement by 5:00 p.m. (New York City time) on the Term SOFR Determination Date, then the Term SOFR Reference Rate, for purposes of clause (A) in the preceding sentence, shall be the Term SOFR Reference Rate for such tenor on the first Business Day preceding such Term SOFR Determination Date for which such Term SOFR Reference Rate for such tenor was published in accordance herewith, so long as such first preceding Business Day is not more than three (3) Business Days prior to such Term SOFR Determination Date. If the Term SOFR Rate, determined as provided above, would be less than the SOFR Floor, then the Term SOFR Rate shall be deemed to be the SOFR Floor. The Term SOFR Rate shall be adjusted automatically without notice to the Seller on and as of the first day of each Tranche Period

“Term SOFR Reference Rate” shall mean the forward-looking term rate based on SOFR.

“Term SOFR Tranche” means any Capital (or portion thereof) accruing interest at the Term SOFR Rate.

“Termination Day” means: (a) each day on which the conditions set forth inSection 2 of Exhibit II to this Agreement are not satisfied or (b) each day that occurs on or after the Facility Termination Date.

---

“Termination Event” has the meaning specified in Exhibit V to this Agreement.

“Total Reserves” means, on any day, an amount equal to the product of (a) the greater of (i) 15% and (ii) the sum of: (1) the Yield Reserve, plus (2) the greater of (x) the sum of the Loss Reserve plus the Dilution Reserve and (y) the sum of the Concentration Reserve plus the Minimum Dilution Reserve and (b) the sum of the then outstanding Aggregate Capital plus the LC Participation Amount.

“Tranche Period” means, with respect to any Term SOFR Tranche, a period of one month. Each Tranche Period shall commence on a Settlement Date and end on (but not including) the Settlement Date occurring one calendar month thereafter; provided, however, that if the date any Capital (or portion thereof) is funded pursuant to a funding of Capital made on a date that is not a Settlement Date, the initial Tranche Period for such Capital (or such portion thereof) shall commence on the date such funding of Capital is made and end on the next Settlement Date occurring after the day in the applicable succeeding calendar month which corresponds numerically to the beginning day of such initial Tranche Period; provided, further, that if any Tranche Period would end after the Facility Termination Date, such Tranche Period (including a period of one day) shall end on the Facility Termination Date.

“Transaction Documents” means this Agreement, the Lock-Box Agreements, the Fee Letter, the Sale Agreement, the Performance Guaranty, the Company Notes and all other certificates, instruments, reports, notices, agreements and documents executed, delivered or filed under or in connection with this Agreement, in each case as the same may be amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof.

“Transfer Supplement” has the meaning set forth in Section 6.3(c) of this Agreement

“UCC” means the Uniform Commercial Code as from time to time in effect in the applicable jurisdiction.

“Unmatured Purchase and Sale Termination Event” means any event which, with the giving of notice or lapse of time, or both, would become a Purchase and Sale Termination Event.

“Unmatured Termination Event” means an event that, with the giving of notice or lapse of time, or both, would constitute a Termination Event.

“U.S. Government Securities Business Day” means any day except for (A) a Saturday, (B) a Sunday or (C) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

“Weekly Report” means each report, in substantially the form of Annex A-2 to this Agreement, furnished by or on behalf of the Servicer to the Administrator and each Purchase Agent pursuant to this Agreement.

---

**"Weekly Reporting Period"** means any period during which the Seller has notified the Administrator that it has elected to provide Weekly Reports pursuant to Section 4.7.

**"Wells"** means Wells Fargo Bank, National Association.

**"Yield Period"** means, with respect to any Portion of Capital funded by the issuance of Notes, (a) initially, the period commencing on (and including) the date of the initial Purchase or funding of such Portion of Capital and ending on (and including) the last day of the calendar month in which such funding occurs, and (b) thereafter, each successive period commencing on (and including) the first day of each calendar month and ending on (and including) the last day of such calendar month; provided that with respect to each Portion of Capital outstanding prior to the Fourth Amendment Effective Date, (i) the Yield Period outstanding on the Fourth Amendment Effective Date shall end on (but not include) July 20, 2018, (ii) the Yield Period commencing on (and including) July 20, 2018, shall end on (and include) July 31, 2018, and (iii) each Yield Period thereafter shall be determined in accordance with clause (b) above; provided, further that in the case of any Yield Period for any Portion of Capital which commences before the Facility Termination Date and would otherwise end on a date occurring after the Facility Termination Date, such Yield Period shall end on such Facility Termination Date and the duration of each Yield Period which commences on or after the Facility Termination Date shall be of such duration as shall be selected by the Administrator (with the consent or at the direction of the applicable Purchaser Agent).

**"Yield Reserve"** means, on any date, an amount (expressed as a percentage) equal to (a) the Yield Reserve Percentage on such date divided by (b) 100%, minus the Yield Reserve Percentage on such date.

**"Yield Reserve Percentage"** means, at any time, the following amount:

$$\{(BR + SFR) \times 1.5(DSO)\}$$

360

where:

BR = the Base Rate in effect at such time,

DSO = the Days' Sales Outstanding, and

SFR = the Servicing Fee Rate.

2. **Other Terms; Usage.** All accounting terms not specifically defined herein shall be construed in accordance with GAAP. All terms used in Article 9 of the UCC in the State of New York, and not specifically defined herein, are used herein as defined in such Article 9. Unless the context otherwise requires, "or" means "and/or," and "including" (and with correlative meaning "include" and "includes") means including without limiting the generality of any description preceding such term.

---

3. SOFR Notification. Section 1.24 of this Agreement provides a mechanism for determining an alternative rate of interest in the event that the Term SOFR Rate or Daily 1M SOFR is no longer available or in certain other circumstances. The Administrator does not warrant or accept any responsibility for and shall not have any liability with respect to, the administration, submission or any other matter related to the Term SOFR Rate, Daily 1M SOFR or with respect to any alternative or successor rate thereto, or replacement rate therefor.

4. Conforming Changes Relating to SOFR. With respect to the Term SOFR Rate and Daily 1M SOFR, the Administrator will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Transaction Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Transaction Document; provided that, with respect to any such amendment effected, the Administrator shall provide notice to the Seller of each such amendment implementing such Conforming Changes reasonably promptly after such amendment becomes effective.

## EXHIBIT II

### CONDITIONS TO PURCHASES

1. Conditions Precedent to Amendment and Restatement. The amendment and restatement of this Agreement is subject to the conditions precedent that the Administrator and each Purchaser Agent shall have received on or before the Restatement Date, each in form and substance (including the date thereof) reasonable satisfactory to the Administrator and each Purchaser Agent the following:

- (a) A counterpart of this Agreement and the other Transaction Documents duly executed by the parties thereto.
- (b) Copies of: (i) the resolutions of the board of directors or board of managers of each of the Parent, the Seller, the Originators and the Servicer authorizing the execution, delivery and performance by the Parent, the Seller, such Originator and the Servicer, as the case may be, of this Agreement and the other Transaction Documents to which it is a party; (ii) all documents evidencing other necessary corporate action and governmental approvals, if any, with respect to this Agreement and the other Transaction Documents; and (iii) the organizational documents of the Parent, the Seller, each Originator and the Servicer, in each case, certified by the Secretary or Assistant Secretary of the applicable party and, in the case of good standing certificates, certificates of qualification, certificate of formation or similar documents, the applicable secretary of state.
- (c) A certificate of the Secretary or Assistant Secretary of the Parent, the Seller, the Originators and the Servicer certifying the names and true signatures of its officers who are authorized to sign this Agreement and the other Transaction Documents to which it is a party. Until the Administrator and each Purchaser Agent receives a subsequent incumbency certificate from the Parent, the Seller, an Originator or the Servicer, as the case may be, the Administrator and each Purchaser Agent shall be entitled to rely on the last such certificate delivered to it by the Seller, such Originator or the Servicer, as the case may be.
- (d) [intentionally omitted]
- (e) Acknowledgment copies, or time stamped receipt copies, of proper financing statements, duly filed on or before the Restatement Date under the UCC of all jurisdictions that the Administrator may deem reasonably necessary or desirable in order to perfect the interests of

the Seller and the Administrator (for the benefit of the Purchasers) contemplated by this Agreement and the Sale Agreement.

(f) Acknowledgment copies, or time stamped receipt copies, of proper financing statements, if any, duly filed by the Administrator on or before the Restatement Date under the UCC of all jurisdictions that the Administrator may deem reasonably necessary or desirable in order to terminate or release all security interests and other rights of any Person in the Receivables, Contracts or Related Security previously granted by the Originators or the Seller in any applicable secretary of state UCC filing office.

(g) Completed UCC search reports from all applicable state jurisdictions, dated on or shortly before the Restatement Date, listing all financing statements filed with the secretary of state in all such state jurisdictions, that name Swift, the Originators or the Seller as debtor, and similar search reports from all applicable jurisdictions with respect to judgment, tax, ERISA and other liens as the Administrator may request, showing no Adverse Claims on any Pool Assets (other than those which have been released as described in the preceding clause (f)).

(h) Favorable opinions, addressed to each Rating Agency, the Administrator, each Purchaser, each Purchaser Agent and each Liquidity Provider, in form and substance reasonably satisfactory to the Administrator and each Purchaser Agent, of Snell & Wilmer L.L.P., counsel for the Parent, the Seller, the Originators and the Servicer, and/or in-house counsel for the Parent, the Seller, the Originators and the Servicer, covering such matters as the Administrator or any Purchaser Agent may reasonably request, including, without limitation, organizational and enforceability matters, certain bankruptcy matters, and certain UCC perfection and priority matters (based on the search results referred to in clause (g) above and the officer's certificate referred to in clause (d) above).

(i) Satisfactory results of a review, field examination and audit (performed by representatives of the Administrator) of the Servicer's collection, operating and reporting systems, the Credit and Collection Policy of each Originator, historical receivables data and accounts, including satisfactory results of a review of the Servicer's operating location(s) and satisfactory review and approval of the Eligible Receivables in existence on the date of the initial Purchase under this Agreement.

(j) A pro forma Information Package representing the performance of the Receivables Pool for the Fiscal Month before closing and a pro forma Weekly Report representing the performance of the Receivables Pool for the week before the closing.

(k) Evidence of payment by the Seller of all accrued and unpaid fees (including those contemplated by the Fee Letter), costs and expenses to the extent then due and payable on the date thereof, including any such costs, fees and expenses arising under or referenced in Section 6.4 of this Agreement and the Fee Letter.

(l) Good standing certificates with respect to each of the Parent, the Seller, the Originators and the Servicer issued by the Secretary of State (or similar official) of the state of each such Person's organization or formation and principal place of business.

(m) To the extent required by each Conduit Purchaser's commercial paper program, letters from each of the rating agencies then rating such Conduit Purchaser's Notes confirming the rating of such Notes after giving effect to the transaction contemplated by this Agreement.

(n) A computer file containing all information with respect to the Receivables as the Administrator or any Purchaser Agent may reasonably request.

---

(o) Such documents necessary to terminate or release all security interests and other rights of any Person in the membership interests of the Seller.

(p) Such other approvals, opinions or documents as the Administrator or any Purchaser Agent may reasonably request.

2. Conditions Precedent to All Funded Purchases, Reinvestments and Issuance of Letters of Credit Each Funded Purchase, including the initial Funded Purchase (but excluding any deemed Funded Purchase pursuant to Section 1.2(e)), reinvestment and issuance of any Letters of Credit shall be subject to the further conditions precedent that:

(a) in the case of each Funded Purchase and the issuance of any Letters of Credit, the Servicer shall have delivered to the Administrator and each Purchaser Agent on or before such Purchase or issuance, as the case may be, in form and substance reasonably satisfactory to the Administrator and each Purchaser Agent, the most recent Periodic Report and Information Package to reflect the level of the Aggregate Capital, the LC Participation Amount and Total Reserves and the calculation of the Purchased Interest after such subsequent Purchase or issuance, as the case may be, and a completed Purchase Notice in the form of Annex B; and

(b) on the date of such Funded Purchase, reinvestment or issuance, as the case may be, the following statements shall be true (and acceptance of the proceeds of such Funded Purchase, reinvestment or issuance shall be deemed a representation and warranty by the Seller that such statements are then true):

(i) the representations and warranties contained in Exhibit III to this Agreement are true and correct in all material respects on and as of the date of such Funded Purchase, reinvestment or issuance, as the case may be, as though made on and as of such date except for representations and warranties which apply as to an earlier date (in which case such representations and warranties shall be true and correct as of such earlier date);

(ii) no event has occurred and is continuing, or would result from such Funded Purchase, reinvestment or issuance, as the case may be, that constitutes a Termination Event or an Unmatured Termination Event;

(iii) the sum of the Aggregate Capital plus the LC Participation Amount, after giving effect to any such Funded Purchase, reinvestment or issuance, as the case may be, shall not be greater than the Purchase Limit, and the Purchased Interest shall not exceed 100%; and

(iv) the Facility Termination Date has not occurred.

---

### EXHIBIT III

#### REPRESENTATIONS AND WARRANTIES

1. Representations and Warranties of the Seller. The Seller represents and warrants to the Administrator, each Purchaser Agent and each Purchaser as of the date of execution of this Agreement that:

(a) Existence and Power. The Seller is a limited liability company duly formed, validly existing and in good standing under the laws of Delaware, and has all organizational power and all governmental licenses, authorizations, consents and approvals required to carry on its business in each jurisdiction in which its business is conducted unless the failure to have such power, authority, licenses, authorizations consents of approvals could not be reasonably expected to have a Material Adverse Effect.

(b) Company and Governmental Authorization, Contravention. The execution, delivery and performance by the Seller of this Agreement and each other Transaction Document to which it is a party including the use of the proceeds of purchases and reinvestments: (i) are within the Seller's organizational powers, (ii) have been duly authorized by all necessary organizational action, (iii) require no authorization, approval or other action by or in respect of, and no notice to or filing with (other than the filing of UCC financing statements and continuation statements), any Governmental Authority or other Person, and (iv) do not (A) contravene, or constitute a default under, any provision of (1) applicable law or regulation or (2) the organizational documents of the Seller or (3) any agreement, judgment, award, injunction, order, writ, decree or other instrument binding upon the Seller or (B) result in the creation or imposition of any lien (other than liens in favor of the Administrator under the Transaction Documents) on assets of the Seller. This Agreement and the other Transaction Documents to which the Seller is a party have been duly executed and delivered by the Seller.

(c) Binding Effect of Agreement Each of this Agreement and each other Transaction Document to which it is a party constitutes the legal, valid and binding obligations of the Seller enforceable against the Seller in accordance with its respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity, regardless of whether enforceability is considered in a proceeding in equity or at law.

(d) Accuracy of Information. None of the factual information, when taken as a whole, heretofore or contemporaneously, and furnished in writing, to the Administrator or any Purchaser Agent by or on behalf of the Seller pursuant to or in connection with this Agreement or any other Transaction Document or any transaction contemplated hereby or thereby contains, as of the date such information was furnished (and as modified or supplemented by other information so furnished) any untrue statement of a material fact, or omits to state any material fact necessary to make any information, in light of the circumstances under which they were made, not materially misleading. The information included in any Beneficial Ownership Certification is true and correct in all respects.

(e) Actions, Suits and Proceedings. There are no actions, suits or proceedings pending or, to the best of the Seller's knowledge, threatened against or affecting the Seller or any of its Affiliates or their respective properties, in or before any court, arbitrator or governmental body which could reasonably be expected to have a Material Adverse Effect upon the ability of the Seller to perform its obligations under this Agreement or any other Transaction Document to which it is a party. The Seller is not in default with respect to any order of any court, arbitrator or governmental body.

---

(f) Accuracy of Exhibits; Lock-Box Arrangements. The names and addresses of all the Lock-Box Banks together with the account numbers of the Lock-Box Accounts at such Lock-Box Banks, are specified in Schedule II to this Agreement (or at such other Lock-Box Banks and/or with such other Lock-Box Accounts as have been notified to the Administrator), and all Lock-Box Accounts are subject to Lock-Box Agreements. All information on each Exhibit, Schedule or Annex to this Agreement or the other Transaction Documents (as updated by the Seller from time to time) is true and complete. The Seller has delivered a copy of all Lock-Box Agreements to the Administrator. The Seller has not granted any interest in any Lock-Box Account (or any related lock-box or post office box) to any Person other than the Administrator and, upon delivery to a Lock-Box Bank of the related Lock-Box Agreement, the Administrator will have exclusive ownership and control of the Lock-Box Account at such Lock-Box Bank.

(g) No Material Adverse Effect, Unmatured Termination Event or Termination Event. Since the date of organization of the Seller as set forth in its certificate of formation, there has been no Material Adverse Effect with respect to the Seller. No event has occurred and is continuing or would result from a Purchase in respect of the Purchased Interest or from the application of the proceeds therefrom, that constitutes a Termination Event or an Unmatured Termination Event.

(h) Names and Location. The Seller has not used any company names, trade names or assumed names other than its name set forth on the signature pages of this Agreement. The Seller is "located" (as defined in the UCC) in Delaware. The office where the Seller keeps its records concerning the Receivables is at the address set forth below its signature to this Agreement.

(i) Margin Stock, No Fraudulent Conveyance. The Seller is not engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulations T, U and X, as issued by the Federal Reserve Board), and no proceeds of any Purchase will be used to purchase or carry any margin stock or to extend credit to others for the purpose of purchasing or carrying any margin stock. No Purchase hereunder constitutes a fraudulent transfer or conveyance under any United States federal or applicable state bankruptcy or insolvency laws or is otherwise void or voidable under such or similar laws or principles or for any other reason.

(j) Eligible Receivables. Each Pool Receivable included as an Eligible Receivable in the calculation of the Net Receivables Pool Balance is an Eligible Receivable.

(k) Credit and Collection Policy. The Seller has complied in all material respects with the Credit and Collection Policy of each Originator with regard to each Receivable originated by such Originator and the related Contract.

(l) Investment Company Act. The Seller is not (i) an "investment company," or a company "controlled" by an "investment company," within the meaning of the Investment Company Act of 1940, as amended (the "Investment Company Act") and (ii) a "covered fund" under Section 13 of the U.S. Bank Holding Company Act of 1956, as amended, and the applicable rules and regulations thereunder (the "Volcker Rule"). In determining that the Seller is not a "covered fund" under the Volcker Rule, the Seller is entitled to rely on the exemption from the definition of "investment company" set forth in Section 3(c)(5)(A) or (B) of the Investment Company Act.

(m) No Unmatured Termination Event or Termination Event. No event has occurred and is continuing that constitutes a Termination Event or an Unmatured Termination Event.

---

(n) Taxes. The Seller has filed or caused to be filed all U.S. federal income tax returns and all other material returns, statements, forms and reports for taxes, domestic or foreign, required to be filed by it and has paid or has made adequate provision for payment of all taxes payable by it which have become due or any assessments made against it or any of its property and all other material taxes, fees or other charges imposed on it or any of its property by any Governmental Authority other than any taxes or assessments that are being contested in good faith and by appropriate proceedings diligently conducted, and for which adequate reserves have been set aside in accordance with GAAP.

(o) Compliance with Applicable Laws. The Seller is in compliance with the requirements of all applicable laws, rules, regulations and orders of all Governmental Authorities (including, without limitation, all applicable Anti-Corruption Laws, Anti-Money Laundering Laws and applicable Sanctions) except to the extent that the failure to comply could not be reasonably expected to have a Material Adverse Effect.

(p) Licenses and Labor Controversies.

(i) The Seller has not failed to obtain any licenses, permits, franchises or other governmental authorizations necessary to the ownership of its properties or to the conduct of its business unless such failure could not reasonably be expected to have a Material Adverse Effect.

(ii) There are no labor controversies pending against the Seller that have had (or could be reasonably expected to have) a Material Adverse Effect.

(q) Liquidity Coverage Ratio. The Seller has not, does not and will not during this Agreement (x) issue any obligations that (A) constitute asset-backed commercial paper, or (B) are securities required to be registered under the Securities Act of 1933 (the "33 Act") or that may be offered for sale under Rule 144A or a similar exemption from registration under the 33 Act or the rules promulgated thereunder, or (y) issue any other debt obligations or equity interest other than debt obligations substantially similar to the obligations of the Seller under this Agreement that are (A) issued to other banks or asset-backed commercial paper conduits in privately negotiated transactions, and (B) subject to transfer restrictions substantially similar to the transfer restrictions set forth in this Agreement. The Seller further represents and warrants that its assets and liabilities are consolidated with the assets and liabilities of the Parent for purposes of generally accepted accounting principles.

(r) Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions. The Seller has implemented and maintains in effect policies and procedures designed to ensure compliance in all material respects by the Seller and its directors, officers, employees and agents with Anti-Corruption Law, Anti-Money Laundering Laws and applicable Sanctions, and the Seller and, to the knowledge of the Seller, its directors and agents, are in compliance with Anti-Corruption Laws, Anti-Money Laundering Laws and applicable Sanctions in all material respects. None of (a) the Seller or, to the knowledge of the Seller, any of its respective directors, officers or employees, or (b) to the knowledge of the Seller, any agent of the Seller that will act in any capacity in connection with or benefit from the purchase facility established hereby, is a Sanctioned Person. No proceeds from any Purchase or Letter of Credit, use of proceeds or other transaction contemplated by this Agreement will violate Anti-Corruption Laws, Anti-Money Laundering Laws or applicable Sanctions.

(s) Certificate of Beneficial Ownership. As of the Fifth Amendment Effective Date, the Seller is an entity that is organized under the laws of the United States or of any state and at least 51% of whose common stock or analogous equity interest is owned directly or indirectly by a company listed on the New York Stock Exchange or the American Stock Exchange or

---

designated as a NASDAQ National Market Security listed on the NASDAQ stock exchange and is excluded on that basis from the definition of "Legal Entity Customer" as defined in the Beneficial Ownership Rule.

2. Representations and Warranties of the Servicer. The Servicer represents and warrants to the Administrator, each Purchaser Agent and each Purchaser as of the date of execution of this Agreement that:

(a) Existence and Power. The Servicer is a limited liability company duly formed, validly existing and in good standing under the laws of its state of organization, and has all corporate power and authority and all governmental licenses, authorizations, consents and approvals required to carry on its business in each jurisdiction in which its business is conducted unless the failure to have such power, authority, licenses, authorizations consents of approvals could not be reasonably expected to have a Material Adverse Effect.

(b) Company and Governmental Authorization, Contravention. The execution, delivery and performance by the Servicer of this Agreement and each other Transaction Document to which it is a party including the use of the proceeds of purchase and reinvestment: (i) are within the Servicer's organizational powers, (ii) have been duly authorized by all necessary organizational action, (iii) require no authorization, approval or other action by or in respect of, and no notice to or filing with, any Governmental Authority or other Person, and (iv) do not (A) contravene, or constitute a default under, any provision of (1) applicable law or regulation, (2) the organizational documents of the Servicer or (3) any judgment, award, injunction, order, writ, or decree or agreement or other instrument binding upon the Servicer or (B) result in the creation or imposition of any lien (other than in favor of the Administrator under the Transaction Documents) on assets of the Servicer or any of its Subsidiaries. This Agreement and the other Transaction Documents to which the Servicer is a party have been duly executed and delivered by the Servicer.

(c) Binding Effect of Agreement. This Agreement and each other Transaction Document to which it is a party constitute the legal, valid and binding obligations of the Servicer enforceable against the Servicer in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity, regardless of whether enforceability is considered in a proceeding in equity or at law.

(d) Accuracy of Information. None of the factual information, when taken as a whole, heretofore or contemporaneously, and furnished in writing, to the Administrator or any Purchaser Agent by or on behalf of the Servicer pursuant to or in connection with this Agreement or any other Transaction Document or any transaction contemplated hereby or thereby contains, as of the date such information was furnished (and as modified or supplemented by other information so furnished) any untrue statement of a material fact, or omits to state any material fact necessary to make any information, in light of the circumstances under which they were made, not materially misleading.

(e) Actions, Suits and Proceedings. Except as set forth in Schedule III or as otherwise disclosed in its publicly available SEC filings, there are no actions, suits or proceedings pending or, to the best of the Servicer's knowledge, threatened against or affecting the Servicer or any of its Affiliates or their respective properties, in or before any court, arbitrator or governmental body, which could reasonably be expected to have a Material Adverse Effect upon the ability of the Servicer (or such Affiliate) to perform its obligations under this Agreement or any other Transaction Document to which it is a party.

---

(f) No Material Adverse Effect, Unmatured Termination Event or Termination Event. Since the date of the financial statements described in Section 2(i) below, there has been no Material Adverse Effect with respect to the Servicer. No event has occurred and is continuing or would result from a Purchase in respect of the Purchased Interest or from the application of the proceeds therefrom, that constitutes a Termination Event or an Unmatured Termination Event.

(g) Credit and Collection Policy. The Servicer has complied in all material respects with the Credit and Collection Policy of each Originator with regard to each Receivable originated by such Originator and the related Contract.

(h) Investment Company Act. The Servicer is not an "investment company," or a company "controlled" by an "investment company," within the meaning of the Investment Company Act of 1940, as amended.

(i) Financial Information. The balance sheets of the Parent and its consolidated Subsidiaries at March 31, 2011, and the related statements of income and retained earnings for the Fiscal Quarter then ended, copies of which have been made publicly available, fairly present in all material respects the financial condition of the Parent and its consolidated Subsidiaries at such date and the results of the operations of the Parent and its consolidated Subsidiaries for the period ended on such date, all in accordance with GAAP.

(j) [intentionally omitted]

(k) Taxes. The Servicer has filed or caused to be filed all U.S. federal income tax returns and all other material returns, statements, forms and reports for taxes, domestic or foreign, required to be filed by it and has paid or has made adequate provision for payment of all taxes payable by it which have become due or any assessments made against it or any of its property and all other material taxes, fees or other charges imposed on it or any of its property by any Governmental Authority other than any taxes or assessments that are being contested in good faith and by appropriate proceedings diligently conducted, and for which adequate reserves have been set aside in accordance with GAAP.

(l) Compliance with Applicable Laws. The Servicer is in compliance with the requirements of all applicable laws, rules, regulations and orders of all Governmental Authorities (including, without limitation, all applicable Anti-Corruption Laws, Anti-Money Laundering Laws and applicable Sanctions) except to the extent that the failure to comply could not be reasonably expected to have a Material Adverse Effect.

(m) Licenses and Labor Controversies.

(i) The Servicer has not failed to obtain any licenses, permits, franchises or other governmental authorizations necessary to the ownership of its properties or to the conduct of its business unless such failure could not reasonably be expected to have a Material Adverse Effect.

(ii) There are no labor controversies pending against the Servicer that have had (or could be reasonably expected to have) a Material Adverse Effect.

(n) Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions. The Servicer has implemented and maintains in effect policies and procedures designed to ensure compliance in all material respects by the Servicer and its directors, officers, employees and agents with Anti-Corruption Laws, Anti-Money Laundering Laws and applicable Sanctions, and the Servicer and, to the knowledge of the Servicer, its directors and agents, are in compliance with Anti-Corruption Laws, Anti-Money Laundering Laws and applicable Sanctions in all

---

material respects. None of (a) the Servicer or, to the knowledge of the Servicer, any of its respective directors, officers or employees, or (b) to the knowledge of the Servicer, any agent of the Servicer that will act in any capacity in connection with or benefit from the purchase facility established hereby, is a Sanctioned Person.

3. Representations, Warranties and Agreements Relating to the Security Interest. The Seller hereby makes the following representations, warranties and agreements with respect to the Receivables and Related Security as of the date of execution of this Agreement:

(a) The Receivables.

(i) Creation. This Agreement creates a valid and continuing security interest (as defined in the applicable UCC) in the Pool Receivables in favor of the Administrator (for the benefit of the Purchasers), which security interest is prior to all other Adverse Claims, and is enforceable as such as against creditors of and purchasers from the Seller.

(ii) Nature of Receivables. The Pool Receivables constitute either "accounts", "general intangibles" or "tangible chattel paper" within the meaning of the applicable UCC.

(iii) Ownership of Receivables. The Seller owns and has good and marketable title to the Pool Receivables and Related Security free and clear of any Adverse Claim.

(iv) Perfection and Related Security. The Seller has caused the filing of all appropriate financing statements in the proper filing office in the appropriate jurisdictions under applicable law in order to perfect the sale of the Receivables and Related Security from the applicable Originator to the Seller pursuant to the Sale Agreement, and the sale and security interest therein from the Seller to the Administrator under this Agreement, to the extent that such collateral constitutes "accounts," "general intangibles," or "tangible chattel paper" each within the meaning of the applicable UCC.

(v) Tangible Chattel Paper. With respect to any Pool Receivables that constitute "tangible chattel paper" (within the meaning of the applicable UCC), if any, the Seller (or the Servicer on its behalf) has in its possession the original copies of such tangible chattel paper that constitute or evidence such Receivables, and the Seller has caused (and will cause the applicable Originator to cause), within ten (10) days after the Closing Date, the filing of financing statements described in clause (iv) above, each of which will contain a statement that: "A purchase of, or security interest in, any collateral described in this financing statement will violate the rights of the Administrator" or similar words to that effect. The Receivables to the extent they are evidenced by "tangible chattel paper" do not have any marks or notations indicating that they have been pledged, assigned or otherwise conveyed to any Person other than the Seller or the Administrator.

(b) The Lock-Box Accounts.

(i) Nature of Accounts. Each Lock-Box Account constitutes a "deposit account" within the meaning of the applicable UCC.

(ii) Ownership. The Seller owns and has good and marketable title to the Lock-Box Accounts free and clear of any Adverse Claim.

---

(iii) Perfection. The Seller has delivered to the Administrator a fully executed Lock-Box Agreement relating to each Lock-Box Account, pursuant to which each applicable Lock-Box Bank, respectively, has agreed, following the delivery of a notice of control by the Administrator, to comply with all instructions originated by the Administrator (on behalf of the Purchasers) directing the disposition of funds in such Lock-Box Account without further consent by the Seller or the Servicer.

(c) Priority.

(i) Other than the transfer of the Receivables to the Seller and the Administrator under the Sale Agreement and this Agreement, respectively, and/or the security interest granted to the Seller and the Administrator pursuant to the Sale Agreement and this Agreement, respectively, neither the Seller nor any Originator has pledged, assigned, sold, granted a security interest in, or otherwise conveyed any of the Receivables transferred or purported to be transferred under the Transaction Documents, the Lock-Box Accounts or any subaccount thereof, except for any such pledge, grant or other conveyance which has been released or terminated. Neither the Seller nor any Originator has authorized the filing of, or is aware of any financing statements against either the Seller or such Originator that include a description of Receivables transferred or purported to be transferred under the Transaction Documents, the Lock-Box Accounts or any subaccount thereof, other than any financing statement (i) relating to the sale thereof by such Originator to the Seller under the Sale Agreement, (ii) relating to the security interest granted to the Administrator under this Agreement, or (iii) that has been released or terminated.

(ii) The Seller is not aware of any judgment, ERISA or tax lien filings against either the Seller, the Servicer or any Originator, other than any judgment, ERISA or tax lien filing that (A) has not been outstanding for greater than 30 days from the earlier of such Person's knowledge or notice thereof, (B) is less than \$250,000 and (C) does not otherwise give rise to a Termination Event under clause (k) of Exhibit V to this Agreement.

(iii) The Lock-Box Accounts are not in the name of any person other than the Seller or the Administrator. Neither the Seller nor the Servicer has consented to any bank maintaining such account to comply with instructions of any person other than the Administrator and, prior to the occurrence and continuation of a Termination Event and the delivery of a notice of control by the Administrator, the Servicer.

(d) Survival of Supplemental Representations. Notwithstanding any other provision of this Agreement or any other Transaction Document, the representations contained in this Section 3 shall be continuing, and remain in full force and effect until such time as the Purchased Interest and all other obligations under this Agreement have been finally and fully paid and performed.

(e) No Waiver. To the extent required pursuant to the securitization program of any Conduit Purchaser, the parties to this Agreement: (i) shall not, without obtaining a confirmation of the then-current rating of the Notes of such Conduit Purchaser, waive any of the representations set forth in this Section 3; (ii) shall provide the Ratings Agencies with prompt written notice of any breach of any representations set forth in this Section 3, and shall not, without obtaining a confirmation of the then-current rating of such Notes (as determined after any adjustment or withdrawal of the ratings following notice of such breach) waive a breach of any of the representations set forth in this Section 3.

---

(f) Servicer to Cooperate with Administrator to Maintain Perfection and Priority In order to evidence the interests of the Administrator under this Agreement, the Servicer shall, at the reasonable request of the Administrator, from time to time take such action, or execute and deliver such instruments as may be necessary (including, without limitation, such actions as are reasonably requested by the Administrator or any Purchaser Agent) to maintain and perfect, as a first-priority interest, the Administrator's security interest in the Receivables, Related Security and Collections. Notwithstanding anything else in the Transaction Documents to the contrary, the Servicer shall not have any authority to file a termination, partial termination, release, partial release, or any amendment that deletes the name of a debtor or excludes collateral of any such financing statements, without the prior written consent of the Administrator, until such time as the latest of (i) the Facility Termination Date, (ii) the date on which no Capital or Discount in respect of the Purchased Interest shall be outstanding and an amount equal to 100% of the LC Participation Amount has been deposited in the LC Collateral Account or all Letters of Credit have expired, and (iii) the date all amounts owed by the Seller under this Agreement to any Purchaser, any Purchaser Agent, the Administrator and any other Indemnified Party or Affected Person shall be paid in full.

4. Ordinary Course of Business Each of the Seller and the Purchasers represents and warrants, as to itself, that each remittance of Collections by or on behalf of the Seller to the Purchasers under this Agreement will have been (i) in payment of a debt incurred by the Seller in the ordinary course of business or financial affairs of the Seller and the Purchasers and (ii) made in the ordinary course of business or financial affairs of the Seller and the Purchasers.

5. Reaffirmation of Representations and Warranties On the date of each Purchase and/or reinvestment hereunder, and on the date each Periodic Report or other report is delivered to the Administrator, any Purchaser Agent or any Purchaser hereunder, the Seller and the Servicer, by accepting the proceeds of such Purchase or reinvestment and/or the provision of such information or report, shall each be deemed to have certified that (i) all representations and warranties of the Seller and the Servicer, as applicable, described in this Exhibit III, as from time to time amended in accordance with the terms hereof, are correct on and as of such day as though made on and as of such day, except for representations and warranties which apply as to an earlier date (in which case such representations and warranties shall be true and correct as of such date), and (ii) no event has occurred or is continuing, or would result from any such Purchase, which constitutes a Termination Event or an Unmatured Termination Event.

---

## EXHIBIT IV

### COVENANTS

1. **Covenants of the Seller.** Unless waived by Administrator and Majority Purchaser Agents, at all times from the date hereof until the latest of (i) the Facility Termination Date, (ii) the date on which no Capital or Discount in respect of the Purchased Interest shall be outstanding and an amount equal to 100% of the LC Participation Amount has been deposited in the LC Collateral Account or all Letters of Credit have expired, and (iii) the date all amounts owed by the Seller under this Agreement to any Purchaser, any Purchaser Agent, the Administrator and any other Indemnified Party or Affected Person shall be paid in full:

(a) **Financial Reporting.** The Seller will maintain a system of accounting established and administered in accordance with GAAP, and the Seller (or the Servicer on its behalf) shall furnish to the Administrator and each Purchaser Agent:

(i) **Annual Reporting.** Promptly upon completion and in no event later than 120 days after the close of each Fiscal Year of the Seller, annual unaudited financial statements of the Seller certified by a designated financial or other officer of the Seller.

(ii) **Information Packages and Weekly Reports.** As soon as available and in any event not later than two (2) Business Days prior to the Settlement Date, an Information Package as of the last day of the most recently completed Fiscal Month. During any Weekly Reporting Period, as soon as available and in any event not later than the third Business Day of each week, a Weekly Report as of the most recently completed week.

(iii) **[intentionally deleted].**

(iv) **[intentionally deleted].**

(v) **Copies of Notices.** Promptly upon its receipt of any notice, request for consent, financial statements, certification, report or other communication under or in connection with any Transaction Document from any Person other than the Administrator or any Purchaser Agent, copies of the same.

(vi) **Change in Credit and Collection Policy.** At least ten days prior to the effectiveness of any material change in or amendment to any Credit and Collection Policy, notice of such change or amendment.

(vii) **Other Information.** Such other information (including non-financial information) as the Administrator or any Purchaser Agent may from time to time reasonably request, within a reasonable time after such request is received.

(b) **Notices.** The Seller will notify the Administrator and each Purchaser Agent in writing of any of the following events promptly upon (but in no event later than three (3) Business Days after) a financial or other officer learning of the occurrence thereof, with such notice describing the same, and if applicable, the steps being taken by the Person(s) affected with respect thereto:

(i) **Notice of Termination Events or Unmatured Termination Events.** A statement of the chief financial officer or chief accounting officer of the Seller setting forth details of any Termination Event or Unmatured Termination Event.

(ii) Judgments and Proceedings. (A)(1) The entry of any judgment or decree against the Parent or any Originator if the amount of such judgment or decree exceeds \$30,000,000 after deducting (I) the amount with respect to which such Person or any such Subsidiary, as the case may be, is insured and with respect to which the insurer has assumed responsibility in writing, and (II) the amount for which such Person or any such Subsidiary, as the case may be, is otherwise indemnified if the terms of such indemnification are reasonably satisfactory to the Administrator and (2) the institution of any litigation, arbitration proceeding or governmental proceeding against the Parent or any Originator which, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect; and (B) the entry of any judgment or decree or the institution of any litigation, arbitration proceeding or governmental proceeding against the Seller.

(iii) Representations and Warranties. The failure of any representation or warranty to be true (when made or at any time thereafter) with respect to the Pool Receivables.

(iv) Notice of Purchase and Sale Termination Event. The occurrence of a Purchase and Sale Termination Event or an Unmatured Purchase and Sale Termination Event.

(v) Defaults under Other Agreements. The occurrence of a default or an event of default under any agreement pursuant to which any of the Parent, the Seller or any Originator is a debtor or an obligor, which could reasonably be expected to have a Material Adverse Effect.

(vi) Notices under Sale Agreement. Copies of all notices delivered under the Sale Agreement.

(vii) Adverse Claim. (A) Any Person shall obtain an Adverse Claim upon the Pool Receivables or Collections with respect thereto, (B) any Person other than the Seller, the Servicer or the Administrator shall obtain any rights or direct any action with respect to any Lock-Box Account (or related lock-box or post office box) or (C) any Obligor shall receive any change in payment instructions with respect to Pool Receivable(s) from a Person other than the Servicer or the Administrator.

(viii) ERISA and Other Claims. Promptly after the filing or receiving thereof, copies of all reports and notices that the Seller or any ERISA Affiliate files under ERISA with the Internal Revenue Service, the Pension Benefit Guaranty Corporation or the U.S. Department of Labor or that the Seller or any Affiliate receives from any of the foregoing or from any multiemployer plan (within the meaning of Section 4001(a)(3) of ERISA) to which the Seller or any of its Affiliates is or was, within the preceding five years, a contributing employer, in each case in respect of any Reportable Event (as defined in ERISA) that could, in the aggregate, result in the imposition of liability on the Seller and/or any such Affiliate.

(ix) Name Changes. At least thirty (30) days before any change in the Seller's name or any other change requiring the amendment of UCC financing statements, a notice setting forth such changes and the effective date thereof.

(x) Material Adverse Change. Promptly after the occurrence thereof, notice of a Material Adverse Change in respect of the Seller, the Servicer, Swift or any of their respective Subsidiaries.

---

(c) Conduct of Business. The Seller will carry on and conduct its business in substantially the same manner and in substantially the same fields of enterprise as it is presently conducted and will do all things necessary to remain duly organized, validly existing and in good standing as an entity in its jurisdiction of organization and maintain all requisite authority to conduct its business in each jurisdiction in which its business is conducted if the failure to have such authority could reasonably be expected to have a Material Adverse Effect.

(d) Compliance with Laws. The Seller will comply with all laws, rules, regulations, orders, writs, judgments, injunctions, decrees or awards to which it may be subject if the failure to comply could reasonably be expected to have a Material Adverse Effect.

(e) Furnishing of Information and Inspection of Receivables The Seller will furnish to the Administrator and each Purchaser Agent from time to time such information with respect to the Pool Receivables as the Administrator or such Purchaser Agent may reasonably request. The Seller will, at the Seller's expense, at any time during regular business hours with, if a Termination Event has not occurred and is not continuing, no less than 30 days prior written notice (i) permit the Administrator or any Purchaser Agent, or their respective agents or representatives, (A) to examine and make copies of and abstracts from all books and records relating to the Pool Receivables or other Pool Assets and (B) to visit the offices and properties of the Seller for the purpose of examining such books and records, and to discuss matters relating to the Pool Receivables, other Pool Assets or the Seller's performance hereunder or under the other Transaction Documents to which it is a party with any of the officers, directors, employees or independent public accountants of the Seller (provided that representatives of the Seller are present during such discussions) having knowledge of such matters; provided, that so long as no Termination Event has occurred and is continuing such examinations and visits shall not exceed one (1) per year and (ii) without limiting the provisions of clause (i) above, from time to time during regular business hours, at the Seller's expense, upon, if a Termination Event has not occurred and is not continuing, no less than 30 days prior written notice from the Administrator and the Purchaser Agents, permit certified public accountants or other auditors acceptable to the Administrator to conduct a review of its books and records with respect to the Pool Receivables.

(f) Payments on Receivables, Accounts. The Seller will, and will cause each Originator to, at all times instruct all Obligors to deliver payments on the Pool Receivables (other than Pool Receivables that are FUMS Receivables) to a Lock-Box Account. If any payments or other Collections are received by the Seller or an Originator (including payments or other Collections on Pool Receivables that are FUMS Receivables), it shall hold such payments in trust for the benefit of the Administrator and the Purchasers and promptly (but in any event within two (2) Business Days after receipt) remit such funds into a Lock-Box Account. The Seller will cause each Lock-Box Bank to comply with the terms of each applicable Lock-Box Agreement. The Seller will not permit the funds other than Collections on Pool Receivables and other Pool Assets to be deposited into any Lock-Box Account. If such funds are nevertheless deposited into any Lock-Box Account, the Seller will promptly identify such funds for segregation. The Seller will not, and will not permit the Servicer, any Originator or other Person to, commingle Collections or other funds to which the Administrator, any Purchaser Agent or any Purchaser is entitled with any other funds, provided, however, that Collections on FUMS Receivables may be commingled with other funds so long as such fund are remitted into a Lock-Box Account within two (2) Business Days after receipt. The Seller shall only add or replace, and shall only permit an Originator to add or replace, a Lock-Box Bank (or the related lock-box or post office box) or Lock-Box Account to those listed on Schedule II to this Agreement if the Administrator has received notice of such addition or replacement, a copy of any new Lock-Box Agreement and an executed and acknowledged copy of a Lock-Box Agreement in form and substance acceptable to the Administrator from any such new Lock-Box Bank. The Seller shall only terminate a Lock-Box Bank or close a Lock-Box Account (or the related lock-box or post office box), upon 30 days' prior notice to and with the prior written consent of the Administrator.

(g) Sales, Liens, etc. Except as otherwise provided herein, the Seller will not sell, assign (by operation of law or otherwise) or otherwise dispose of, or create or suffer to exist any Adverse Claim upon (including, without limitation, the filing of any financing statement) or with respect to, any Pool Receivable or other Pool Asset or its membership interests, or assign any right to receive income in respect thereof.

(h) Extension or Amendment of Pool Receivables Except as otherwise permitted in Section 4.2(a) of this Agreement, the Seller will not extend, amend or otherwise modify the terms of any Pool Receivable in any material respect, or amend, modify or waive, in any material respect, the provisions of any Contract related thereto, without the prior written consent of the Administrator. The Seller shall at its expense, timely and fully perform and comply with all material provisions, covenants and other promises required to be observed by it under the Contracts related to the Pool Receivables, and timely and fully comply in all material respects with the Credit and Collection Policy with regard to each Receivable and the related Contract.

(i) Change in Business. The Seller will not (i) make any material change in the character of its business, which change would impair the collectability of any Pool Receivable or (ii) make any change in any Credit and Collection Policy that could reasonably be expected to materially adversely affect the collectability of the Pool Receivables, the credit quality of any Pool Receivable, the enforceability of any related Contract or its ability to perform its obligations under the related Contract or the Transaction Documents, in the case of either clause (i) or (ii) above, without the prior written consent of the Administrator.

(j) Fundamental Changes. The Seller shall not, without the prior written consent of the Administrator and the Majority Purchaser Agents, permit itself (i) to merge or consolidate with or into, or convey, transfer, lease or otherwise dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to, any Person or (ii) to be owned by any Person other than Swift and thereby cause Swift's percentage of ownership or control of the Seller to be reduced. The Seller shall provide the Administrator and each Purchaser Agent with at least 30 days' prior written notice before making any change in the Seller's name, location or making any other change in the Seller's identity or corporate structure that could impair or otherwise render any UCC financing statement filed in connection with this Agreement "seriously misleading" as such term (or similar term) is used in the applicable UCC; each notice to the Administrator and the Purchaser Agents pursuant to this sentence shall set forth the applicable change and the proposed effective date thereof and at least ten (10) days prior to such change, deliver to the Administrator all financing statements, instruments and other documents requested by the Administrator in connection with such change or relocation. The Seller will also maintain and implement (or cause the Servicer to maintain and implement) administrative and operating procedures (including an ability to recreate records evidencing Pool Receivables and related Contracts in the event of the destruction of the originals thereof), and keep and maintain (or cause the Servicer to keep and maintain) all documents, books, records, computer tapes and disks and other information reasonably necessary or advisable for the collection of all Pool Receivables (including records adequate to permit the daily identification of each Pool Receivable and all Collections of and adjustments to each existing Pool Receivable).

(k) Ownership Interest, Etc. The Seller shall (and shall cause the Servicer to), at its expense, take all action necessary or desirable to establish and maintain a valid and enforceable undivided percentage ownership or security interest, to the extent of the Purchased Interest, in the Pool Receivables, the Related Security and Collections with respect thereto, and a first priority perfected security interest in the Pool Assets, in each case free and clear of any Adverse Claim, in favor of the Administrator (on behalf of the Purchasers), including taking such action to perfect, protect or more fully evidence the interest of the Administrator (on behalf of the Purchasers) as the Administrator or any Purchaser Agent may reasonably request.

---

(l) Certain Agreements. Without the prior written consent of the Administrator and the Majority Purchaser Agents, the Seller will not amend, modify, waive, revoke or terminate any Transaction Document to which it is a party or any provision of the Seller's organizational documents which requires the consent of the "Independent Manager".

(m) Restricted Payments. (i) Except pursuant toclause (ii) and (iii) below, the Seller will not: (A) purchase or redeem any shares of its membership interests, (B) declare or pay any dividend or set aside any funds for any such purpose, (C) other than Company Notes, prepay, purchase or redeem any Debt, (D) other than in connection with the issuance of Letters of Credit as contemplated in Section 1.12 hereof and draws under, and reimbursements of, such Letters of Credit, lend or advance any funds or (E) other than Company Notes, repay any loans or advances to, for or from any of its Affiliates (the amounts described in clauses (A) through (E) being referred to as "Restricted Payments").

(ii) Subject to the limitations set forth inclause (iii) below, the Seller may make Restricted Payments so long as such Restricted Payments are made only in one or more of the following ways: (A) the Seller may make cash payments (including prepayments) on the Company Notes in accordance with their respective terms, and (B) if no amounts are then outstanding under any Company Note, the Seller may declare and pay dividends.

(iii) The Seller may make Restricted Payments only out of the funds, if any, it receives pursuant toSections 1.4(b) (ii) and (iv) and 1.4(d) of this Agreement. Furthermore, the Seller shall not pay, make or declare: (A) any dividend if, after giving effect thereto, the Tangible Net Worth of the Seller would be less than \$15,000,000, or (B) any Restricted Payment (including any dividend) if, after giving effect thereto, any Termination Event or Unmatured Termination Event shall have occurred and be continuing.

(n) Other Business. The Seller will not: (i) engage in any business other than the transactions contemplated by the Transaction Documents, (ii) create, incur or permit to exist any Debt of any kind (or cause or permit to be issued for its account any letters of credit or bankers' acceptances) other than pursuant to this Agreement or the Company Notes, or (iii) form any Subsidiary or make any investments in any other Person; provided, that the Seller shall be permitted to incur minimal obligations to the extent necessary for the day-to-day operations of the Seller (such as expenses for stationery, audits, maintenance of legal status, etc.).

(o) Use of Seller's Share of Collections The Seller shall apply the Seller's Share of Collections to make payments in the following order of priority: (i) the payment of its expenses (including all obligations payable to the Purchasers, the Purchaser Agents and the Administrator under this Agreement and under the Fee Letter), (ii) the payment of accrued and unpaid interest on the Company Notes and (iii) other legal and valid corporate purposes.

(p) Tangible Net Worth. The Seller will not permit its Tangible Net Worth, at any time, to be less than \$15,000,000.

(q) Further Assurances. The Seller hereby authorizes Administrator and hereby agrees from time to time, at its own expense, promptly to execute (if necessary) and deliver all further instruments and documents, and to take all further actions, that may be necessary or reasonably desirable, or that the Administrator or the Purchaser Agents may reasonably request, to perfect, protect or more fully evidence the purchases or issuances made under this Agreement and/or security interest granted pursuant to this Agreement or any other Transaction Document, or to enable the Administrator or the Purchaser Agents to exercise and enforce their respective rights and remedies under this Agreement or any other Transaction Document. Without limiting the foregoing, the Seller hereby authorizes, and will, upon the request of the Administrator or the Purchaser Agents, at its own expense, execute (if necessary) and file such financing or

---

continuation statements, or amendments thereto, and such other instruments and documents, that may be necessary or desirable, or that the Administrator or the Purchaser Agents may reasonably request, to perfect, protect or evidence any of the foregoing. The Seller authorizes the Administrator to file financing or continuation statements, and amendments thereto and assignments thereof, relating to the Receivables and the Related Security, the related Contracts and the Collections with respect thereto and the other collateral subject to a lien under any Transaction Document without the signature of the Seller. A photocopy or other reproduction of this Agreement shall be sufficient as a financing statement where permitted by law.

(r) Securities Act. The Seller has not, does not and will not during the term of this Agreement (x) issue any obligations that (A) constitute asset-backed commercial paper, or (B) are securities required to be registered under the Securities Act of 1933 (the "33 Act") or that may be offered for sale under Rule 144A or a similar exemption from registration under the 33 Act or the rules promulgated thereunder, or (y) issue any other debt obligations or equity interests other than debt obligations substantially similar to the obligations of the Seller under this Agreement that are (A) issued to other banks or asset-backed commercial paper conduits in privately negotiated transactions, and (B) subject to transfer restrictions substantially similar to the transfer restrictions set forth in this Agreement. The Seller further represents and warrants that its assets and liabilities are consolidated with the assets and liabilities of Swift for purposes of generally accepted accounting principles.

(s) Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions. The Seller will conduct its business in compliance in all material respects with Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions.

(t) Sanctions. The Seller will not, directly or to the knowledge of the Seller, indirectly, use any proceeds of a Purchase or Letter of Credit or lend, contribute or otherwise make available such proceeds of a Purchase or Letter of Credit to any Person, to fund any activities of or business with any Sanctioned Person or in any Sanctioned Country, or in any other manner that will result in a violation by any Person party to this Agreement (including any Person participating in the transaction, whether as Purchaser, LC Participant, LC Bank or Administrator, or otherwise) of Sanctions.

(u) Anti-Corruption Laws and Anti-Money Laundering Laws. The Seller will not, directly or indirectly, use any proceeds of a Purchase or Letter of Credit for any purpose which would result in a violation of Anti-Corruption Laws or Anti-Money Laundering Laws.

(v) Certificate of Beneficial Ownership and Other Additional Information. Promptly following any change that would result in a change to the status as an excluded Legal Entity Customer under the Beneficial Ownership Rule, the Seller shall execute and deliver to the Administrator and the Purchaser Agents a certification of the Seller as to its beneficial owner(s) complying with the Beneficial Ownership Rule, in form and substance reasonably acceptable to the Administrator and the Purchaser Agents (a "Beneficial Ownership Certification").

(w) Regulation W. The Seller agrees to respond promptly to any reasonable requests for information related to its use of Purchase proceeds to the extent required by any Affected Person in connection with such Affected Person's determination of its compliance with Section 23A of the Federal Reserve Act (12 U.S.C. § 371c) and the Federal Reserve Board's Regulation W (12 C.F.R. Part 223). The Seller shall not to its actual knowledge use the proceeds of any Purchase under the Agreement to purchase any asset or securities from any Purchaser's "affiliate" as such term is defined in 12 C.F.R. Part 223. In connection with each request for a Purchase under the Agreement, the Seller shall be deemed to have represented and warranted to each Affected Person on the date such Purchase is made that, to its actual knowledge, as of such date, the proceeds of such Purchase will not be used by the Seller to, directly or indirectly, either

---

(x) purchase any asset or securities from any Purchaser's "affiliate" as such term is defined in 12 C.F.R. Part 223 or (y) invest in any fund sponsored by a Purchaser or Affiliate thereof.

2. Covenants of the Servicer. Unless waived by Administrator and Majority Purchaser Agents, at all times from the date hereof until the latest of (i) the Facility Termination Date, (ii) the date on which no Capital or Discount in respect of the Purchased Interest shall be outstanding and an amount equal to 100% of the LC Participation Amount has been deposited in the LC Collateral Account or all Letters of Credit have expired, and (iii) the date all amounts owed by the Seller under this Agreement to any Purchaser, any Purchaser Agent, the Administrator and any other Indemnified Party or Affected Person shall be paid in full:

(a) Financial Reporting. The Servicer will maintain a system of accounting established and administered in accordance with GAAP as in effect in the appropriate jurisdiction, and the Servicer shall furnish or cause to be furnished to the Administrator and each Purchaser Agent or, in the case of any clauses (i) or (ii) below, make publicly available:

(i) Annual Reporting. Subject to clause (x) below, promptly upon completion and in no event later than 120 days after the close of each Fiscal Year of the Parent, annual audited financial statements of the Parent and its consolidated subsidiaries audited by independent certified public accountants selected by the Parent but reasonably acceptable to the Administrator and each such Purchaser Agent, prepared in accordance with GAAP, including consolidated balance sheets as of the end of such period, and the related consolidated statements of income or operations, shareholders' (or members') equity and cash flows for such Fiscal Year, setting forth, in each case, in comparative form, the figures for the previous Fiscal Year.

(ii) Quarterly Reporting. Subject to clause (x) below, promptly upon completion and in no event later than 60 days after the close of each Fiscal Quarter of the Parent, unaudited financial statements of the Parent certified by a designated financial officer of the Parent prepared in accordance with GAAP, including consolidated balance sheets of the Parent as of the end of such period, and the related consolidated statements of income or operations, shareholders' (or members') equity and cash flows for such Fiscal Quarter, setting forth, in each case, in comparative form, the figures for the previous Fiscal Quarter.

(iii) Compliance Certificates. Together with the annual report required above, a compliance certificate in form and substance acceptable to the Administrator and each Purchaser Agent signed by its chief financial officer, chief accounting officer or treasurer solely in their capacities as officers of the Servicer stating that no Termination Event or Unmatured Termination Event exists, or if any Termination Event or Unmatured Termination Event exists, stating the nature and status thereof.

(iv) Information Packages and Weekly Reports. As soon as available and in any event not later than two (2) Business Days prior to the Settlement Date, an Information Package as of the last day of the most recently completed Fiscal Month. During any Weekly Reporting Period, as soon as available and in any event not later than the third Business Day of each week, a Weekly Report as of the most recently completed week.

(v) Shareholders Statements and Reports and SEC Filings. Subject to clause (x) below, promptly upon the furnishing thereof to the shareholders of the Parent copies of all financial statements, reports and proxy statements so furnished.

---

(vi) Delivery of Financial Information. Subject to clause (x) below, promptly upon the filing thereof, copies of all registration statements and annual, quarterly, monthly or other regular reports which the Seller, Swift, the Parent or any of their respective Affiliates files with the SEC.

(vii) Copies of Notices. Subject to clause (x) below, promptly upon its receipt of any notice, request for consent, financial statements, certification, report or other communication under or in connection with any Transaction Document from any Person other than the Administrator or any Purchaser Agent, copies of the same.

(viii) Change in Credit and Collection Policy. At least ten (10) days prior to the effectiveness of any material change in or amendment to any Credit and Collection Policy, notice of such change or amendment.

(ix) Other Information. Such other information (including non-financial information) as the Administrator or any Purchaser Agent may from time to time reasonably request, within a reasonable time after such request is received.

(x) Public Reports. Documents required to be delivered pursuant to this Section 2(a) (to the extent such documents are included otherwise filed with the SEC) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on which the Parent posts such documents, or provides a link thereto on the Parent's website on the Internet at swifttrans.com; or (ii) on which such documents are posted on the Parent's behalf on an Internet or intranet website, if any, to which the Administrator, any Purchaser Agents or any Purchaser has access (whether a commercial, third party website or whether sponsored by the Administrator); provided, that (i) the Parent shall deliver paper copies of such documents to the Administrator, any Purchaser Agents or any Purchaser that requests in writing that the Parent deliver such paper copies until a written request to cease delivering such paper copies is given by the Administrator, any Purchaser Agents or such Purchaser and (ii) the Parent shall notify the Administrator (by telecopier or electronic mail) of the posting of any such documents and provide to the Administrator by electronic mail electronic versions (i.e., soft copies) of such documents. Notwithstanding anything contained herein to the contrary, the Servicer shall be required to provide paper copies of Information Packages and Officer's Certificates required by Sections 2(a)(iii) and 2(a)(iv), respectively.

(b) Notices. The Servicer will notify the Administrator and each Purchaser Agent in writing of any of the following events promptly upon (but in no event later than three (3) Business Days after) a financial or other officer learning of the occurrence thereof, with such notice describing the same, and if applicable, the steps being taken by the Person(s) affected with respect thereto:

(i) Notice of Termination Events or Unmatured Termination Events. A statement of the chief financial officer or chief accounting officer of the Servicer setting forth details of any Termination Event or Unmatured Termination Event.

(ii) Judgments and Proceedings. (A)(1) The entry of any judgment or decree against the Parent or any Originator if the amount of such judgment or decree exceeds \$30,000,000 after deducting (I) the amount with respect to which such Person or any such Subsidiary, as the case may be, is insured and with respect to which the insurer has assumed responsibility in writing, and (II) the amount for which such Person or any such Subsidiary, as the case may be, is otherwise indemnified if the terms of such indemnification are reasonably satisfactory to the Administrator and (2) the institution of any litigation, arbitration proceeding or governmental proceeding against the Parent or

any Originator which, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect; and (B) the entry of any judgment or decree or the institution of any litigation, arbitration proceeding or governmental proceeding against the Seller.

(iii) Representations and Warranties. The failure of any representation or warranty to be true (when made or at any time thereafter) with respect to the Pool Receivables.

(iv) Notice of Purchase and Sale Termination Event. The occurrence of a Purchase and Sale Termination Event or an Unmatured Purchase and Sale Termination Event.

(v) Defaults Under Other Agreements. The occurrence of a default or an event of default under any agreement pursuant to which any of the Parent, any Originator or Seller is a debtor or an obligor, which could reasonably be expected to have a Material Adverse Effect.

(vi) Notices under Sale Agreement. Copies of all notices delivered under the Sale Agreement.

(vii) Adverse Claim. (A) Any Person shall obtain an Adverse Claim upon the Pool Receivables or Collections with respect thereto, (B) any Person other than the Seller, the Servicer or the Administrator shall obtain any rights or direct any action with respect to any Lock-Box Account (or related lock-box or post office box) or (C) any Obligor shall receive any change in payment instructions with respect to Pool Receivable(s) from a Person other than the Servicer or the Administrator.

(viii) ERISA and Other Claims. Promptly after the filing or receiving thereof, copies of all reports and notices that Swift or any ERISA Affiliate files under ERISA with the Internal Revenue Service, the Pension Benefit Guaranty Corporation or the U.S. Department of Labor or that Swift or any Affiliate receives from any of the foregoing or from any multiemployer plan (within the meaning of Section 4001(a)(3) of ERISA) to which Swift or any of its Affiliates is or was, within the preceding five years, a contributing employer, in each case in respect of any Reportable Event (as defined in ERISA) that could, in the aggregate, result in the imposition of liability on Swift and/or any such Affiliate.

(ix) Name Changes. At least thirty (30) days before any change in Swift's name or any other change requiring the amendment of UCC financing statements, a notice setting forth such changes and the effective date thereof.

(x) Material Adverse Change. Promptly after the occurrence thereof, notice of a Material Adverse Change in respect of the Seller, the Servicer, Swift or any of their respective Subsidiaries.

(c) Conduct of Business. The Servicer will carry on and conduct its business in substantially the same manner and in substantially the same fields of enterprise as it is presently conducted and will do all things necessary to remain duly organized, validly existing and in good standing as an entity in its jurisdiction of organization and maintain all requisite authority to conduct its business in each jurisdiction in which its business is conducted if the failure to have such authority could reasonably be expected to have a Material Adverse Effect.

---

(d) Compliance with Laws. The Servicer will comply with all laws, rules, regulations, orders, writs, judgments, injunctions, decrees or awards to which it may be subject if the failure to comply could reasonably be expected to have a Material Adverse Effect.

(e) Furnishing of Information and Inspection of Receivables. The Servicer will furnish to the Administrator and each Purchaser Agent from time to time such information with respect to the Pool Receivables as the Administrator or such Purchaser Agent may reasonably request. The Servicer will, at the Servicer's expense, at any time during regular business hours with, if a Termination Event has not occurred and is not continuing, no less than 30 days prior written notice (i) permit the Administrator or any Purchaser Agent, or their respective agents or representatives, (A) to examine and make copies of and abstracts from all books and records relating to the Pool Receivables or other Pool Assets and (B) to visit the offices and properties of the Servicer for the purpose of examining such books and records, and to discuss matters relating to the Pool Receivables, other Pool Assets or the Servicer's performance hereunder or under the other Transaction Documents to which it is a party with any of the officers, directors, employees or independent public accountants of the Servicer (provided that representatives of the Servicer are present during such discussions) having knowledge of such matters; provided, that so long as no Termination Event has occurred and is continuing such examinations and visits shall not exceed one (1) per year and (ii) without limiting the provisions of clause (i) above, during regular business hours, at the Servicer's expense, upon, if a Termination Event has not occurred and is not continuing, no less than 30 days prior written notice from the Administrator, permit certified public accountants or other auditors acceptable to the Administrator and the Purchaser Agents to conduct, a review of its books and records with respect to the Pool Receivables; provided, that so long as no Termination Event has occurred and is continuing, the Servicer shall be required to reimburse the Administrator and Purchaser Agents for only one (1) such audit per year. For the avoidance of doubt, the Administrator may require examinations and audits in addition to the examinations and audits specified in clause (i) and clause (ii) above, but the expense of any such additional examination or audit shall be borne by the Administrator and not the Servicer.

(f) Payments on Receivables, Accounts. The Servicer will at all times instruct all Obligors to deliver payments on the Pool Receivables (other than Pool Receivables that are FUMS Receivables) to a Lock-Box Account. If any payments or other Collections are received by the Servicer (including payments or other Collections on Pool Receivables that are FUMS Receivables), it shall hold such payments in trust for the benefit of the Administrator and the Purchasers and promptly (but in any event within two (2) Business Days after receipt) remit such funds into a Lock-Box Account. The Servicer will cause each Lock-Box Bank to comply with the terms of each applicable Lock-Box Agreement. The Servicer will not permit the funds other than Collections on Pool Receivables and other Pool Assets to be deposited into any Lock-Box Account. If such funds are nevertheless deposited into any Lock-Box Account, the Servicer will promptly identify such funds for segregation. The Servicer will not, and will not permit the Servicer, any Originator or other Person to, commingle Collections or other funds to which the Administrator, any Purchaser Agent or any Purchaser is entitled with any other funds, provided, however, that Collections on FUMS Receivables may be commingled with other funds so long as such fund are remitted into a Lock-Box Account within two (2) Business Days after receipt. The Servicer shall only add or replace, and shall only permit an Originator to add or replace, a Lock-Box Bank (or the related lock-box or post office box) or Lock-Box Account to those listed on Schedule II to this Agreement if the Administrator has received notice of such addition or replacement, a copy of any new Lock-Box Agreement and an executed and acknowledged copy of a Lock-Box Agreement in form and substance acceptable to the Administrator from any such new Lock-Box Bank. The Servicer shall only terminate a Lock-Box Bank or close a Lock-Box Account (or the related lock-box or post office box), upon 30 days' prior notice to and with the prior written consent of the Administrator.

---

(g) Extension or Amendment of Pool Receivables. Except as otherwise permitted in Section 4.2(a) of this Agreement, the Servicer will not extend, amend or otherwise modify the terms of any Pool Receivable in any material respect, or amend, modify or waive, in any material respect, the provisions of any Contract related thereto, without the prior written consent of the Administrator.

(h) Change in Business. The Servicer will not (i) make any material change in the character of its business, which change would impair the collectability of any Pool Receivable or (ii) make any change in any Credit and Collection Policy that could reasonably be expected to adversely affect the collectability of the Pool Receivables, the credit quality of any Pool Receivable, the enforceability of any related Contract or its ability to perform its obligations under the related Contract or the Transaction Documents, in the case of either clause (i) or (ii) above, without the prior written consent of the Administrator.

(i) Records. The Servicer will maintain, implement and keep (i) administrative and operating procedures (including an ability to recreate records evidencing Pool Receivables and related Contracts if originals are destroyed), (ii) adequate facilities, personnel and equipment and (iii) all documents, books, records, computer tapes and disks and other information reasonably necessary or advisable for the collection of all Pool Receivables (including records adequate to permit the daily identification of each new Pool Receivable and all Collections of, and adjustments to, each existing Pool Receivable). The Servicer will give the Administrator prior notice of any change in such administrative and operating procedures that causes them to be materially different from the procedures described to Administrator on or before the date hereof as the Servicer's then existing or planned administrative and operating procedures for collecting Receivables.

(j) Ownership Interest, Etc. The Servicer shall, at its expense, take all action necessary or desirable to establish and maintain a valid and enforceable undivided percentage ownership or security interest, to the extent of the Purchased Interest, in the Pool Receivables, the Related Security and Collections with respect thereto, and a first priority perfected security interest in the Pool Assets, in each case free and clear of any Adverse Claim in favor of the Administrator (on behalf of the Purchasers), including taking such action to perfect, protect or more fully evidence the interest of the Administrator (on behalf of the Purchasers) as the Administrator or any Purchaser Agent may reasonably request.

(k) Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions. The Servicer will conduct its business in compliance in all material respects with Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions.

3. Separate Existence. Each of the Seller and the Servicer hereby acknowledges that the Purchasers and the Administrator are entering into the transactions contemplated by this Agreement and the other Transaction Documents in reliance upon the Seller's identity as a legal entity separate from Swift, the Originators and their respective Affiliates. Therefore, from and after the date hereof, each of the Seller and the Servicer shall take all steps specifically required by this Agreement or reasonably required by the Administrator or any Purchaser Agent to continue the Seller's identity as a separate legal entity and to make it apparent to third Persons that the Seller is an entity with assets and liabilities distinct from those of Swift, any Originator and any other Person, and is not a division of Swift, any Originator or any other Person. Without limiting the generality of the foregoing and in addition to and consistent with the other covenants set forth herein, each of the Seller and the Servicer shall take such actions as shall be required in order that:

(a) The Seller will be a limited liability company whose primary activities are restricted in its operating agreement to: (i) purchasing or otherwise acquiring from the

Originators, owning, holding, granting security interests or selling interests in Pool Assets, (ii) entering into agreements for the selling and servicing of the Receivables Pool, and (iii) conducting such other activities as it deems necessary or appropriate to carry out its primary activities;

(b) The Seller shall not engage in any business or activity, or incur any indebtedness or liability (including, without limitation, any assumption or guaranty of any obligation of Swift, any Originator or any Affiliate thereof), other than as expressly permitted by the Transaction Documents;

(c) At all times have a Board of Managers and not less than one member of Seller's Board of Managers shall be an individual who (A) has (1) prior experience as an Independent Director or Independent Manager for a corporation or limited liability company whose charter documents required the unanimous consent of all Independent Directors or Independent Managers thereof before such corporation or limited liability company could consent to the institution of bankruptcy or insolvency proceedings against it or could file a petition seeking relief under any applicable federal or state law relating to bankruptcy and (2) at least three years of employment experience with one or more entities that provide, in the ordinary course of their respective businesses, advisory, management or placement services to issuers of securitization or structured finance instruments, agreements or securities, (B) is reasonably acceptable to the Administrator as evidenced in a writing executed by the Administrator (it being understood and agreed that any equity owner, manager or employee of Global Securitization Services, LLC or Lord Securities Corporation is hereby consented to by the Administrator), (C) is not, and has not been for a period of five years prior to his or her appointment as an Independent Manager of the Seller: (1) a member (whether direct, indirect or beneficial), customer, advisor or supplier of Swift or any of its respective Affiliates, (2) a director, officer, employee, partner, attorney or consultant of Swift or any of its Affiliates (Swift and its Affiliates other than the Seller being hereinafter referred to as the "Parent Group"), (3) a person related to any person referred to in clauses (1) or (2) above, (4) a person or other entity controlling or under common control with any such stockholder, partner, customer, supplier, employee, officer or director or (5) a trustee, conservator or receiver for any member of the Parent Group and (D) shall not at any time serve as a trustee in bankruptcy for the Seller, Swift or any Affiliate thereof (such an individual meeting the requirements set forth above, the "Independent Manager") and causing its limited liability company agreement to provide that (w) at least one member of the Seller's Board of Managers shall be an Independent Manager, (x) the Seller's Board of Managers shall not approve, or take any other action to cause the filing of, a voluntary bankruptcy petition with respect to the Seller unless a unanimous vote of the Seller's Board of Managers (which vote shall include the affirmative vote of all Independent Managers) shall approve the taking of such action in writing prior to the taking of such action, (y) the Seller's Board of Managers shall not vote on any matter requiring the vote of its Independent Managers under its certificate of formation unless and until at least one Independent Manager is then serving on the Seller's Board of Managers and (z) the provisions requiring an Independent Manager and the provision described in clauses (x) and (y) of this paragraph (c) cannot be amended without the prior written consent of each Independent Manager (it being understood that, as used in this paragraph (c), "control" means the possession directly or indirectly of the power to direct or cause the direction of management policies or activities of a person or entity whether through ownership of voting securities, by contract or otherwise);

(d) The Independent Manager shall not at any time serve as a trustee in bankruptcy for the Seller, Swift, any Originator or any of their respective Affiliates;

(e) The Seller shall conduct its affairs strictly in accordance with its organizational documents and observe all necessary, appropriate and customary company formalities, including, but not limited to, holding all regular and special members' and board of managers' meetings

---

appropriate to authorize all limited liability company action, keeping separate and accurate minutes of its meetings, passing all resolutions or consents necessary to authorize actions taken or to be taken, and maintaining accurate and separate books, records and accounts, including, but not limited to, payroll and intercompany transaction accounts;

(f) Any employee, consultant or agent of the Seller will be compensated from the Seller's funds for services provided to the Seller, and to the extent that Seller shares the same officers or other employees as Swift or any Originator (or any other Affiliate thereof), the salaries and expenses relating to providing benefits to such officers and other employees shall be fairly allocated among such entities, and each such entity shall bear its fair share of the salary and benefit costs associated with such common officers and employees. The Seller will not engage any agents other than its attorneys, auditors and other professionals, and a servicer and any other agent contemplated by the Transaction Documents for the Receivables Pool, which servicer will be fully compensated for its services by payment of the Servicing Fee, and a manager, which manager will be fully compensated from the Seller's funds;

(g) The Seller will contract with the Servicer to perform for the Seller all operations required on a daily basis to service the Receivables Pool. The Seller will pay the Servicer the Servicing Fee pursuant hereto. Except as otherwise permitted by this Agreement, the Seller will not incur any material indirect or overhead expenses for items shared with Swift or any Originator (or any other Affiliate thereof) that are not reflected in the Servicing Fee. To the extent, if any, that the Seller (or any Affiliate thereof) shares items of expenses not reflected in the Servicing Fee or the manager's fee, such as legal, auditing and other professional services, such expenses will be allocated to the extent practical on the basis of actual use or the value of services rendered, and otherwise on a basis reasonably related to the actual use or the value of services rendered; it being understood that Swift, in its capacity as Servicer, shall pay all expenses relating to the preparation, negotiation, execution and delivery of the Transaction Documents, including legal, agency and other fees;

(h) The Seller's operating expenses will not be paid by Swift or any Originator (except as permitted by this Agreement in connection with servicing the Pool Receivables) or any Affiliate thereof;

(i) The Seller's books and records will be maintained separately from those of Swift, each Originator and any other Affiliate thereof and in a manner such that it will not be difficult or costly to segregate, ascertain or otherwise identify the assets and liabilities of Seller;

(j) All financial statements of Swift or any Originator or any Affiliate thereof that are consolidated to include Seller will disclose that (i) the Seller's sole business consists of the purchase or acceptance through capital contributions of the Receivables and Related Rights from the Originators and the subsequent retransfer of or granting of a security interest in such Receivables and Related Rights to certain purchasers party to this Agreement, (ii) the Seller is a separate legal entity with its own separate creditors who will be entitled, upon its liquidation, to be satisfied out of the Seller's assets prior to any assets or value in the Seller becoming available to the Seller's equity holders and (iii) the assets of the Seller are not available to pay creditors of Swift or the Originators or any other Affiliates of Swift or the Originators;

(k) The Seller's assets will be maintained in a manner that facilitates their identification and segregation from those of Swift, the Originators or any Affiliates thereof;

(l) The Seller will strictly observe corporate formalities in its dealings with Swift, the Originators or any Affiliates thereof, and funds or other assets of the Seller will not be commingled with those of Swift, the Originators or any Affiliates thereof except as permitted by this Agreement in connection with servicing the Pool Receivables. The Seller shall not maintain

---

joint bank accounts or other depository accounts to which Swift or any Affiliate thereof (other than Swift in its capacity as the Servicer) has independent access. The Seller is not named, and has not entered into any agreement to be named, directly or indirectly, as a direct or contingent beneficiary or loss payee on any insurance policy with respect to any loss relating to the property of Swift, the Originators or any Subsidiaries or other Affiliates thereof. The Seller will pay to the appropriate Affiliate the marginal increase or, in the absence of such increase, the market amount of its portion of the premium payable with respect to any insurance policy that covers the Seller and such Affiliate;

(m) The Seller will maintain arm's-length relationships with Swift, the Originators and any Affiliates thereof. Any Person that renders or otherwise furnishes services to the Seller will be compensated by the Seller at market rates for such services it renders or otherwise furnishes to the Seller. Neither the Seller on the one hand, nor Swift or any Originator, on the other hand, will be or will hold itself out to be responsible for the debts of the other or the decisions or actions respecting the daily business and affairs of the other. The Seller, Swift and the Originators will immediately correct any known misrepresentation with respect to the foregoing, and they will not operate or purport to operate as an integrated single economic unit with respect to each other or in their dealing with any other entity;

(n) The Seller shall have a separate area from Swift and each Originator for its business (which may be located at the same address as such entities) and to the extent that any other such entity has offices in the same location, there shall be a fair and appropriate allocation of overhead costs between them, and each shall bear its fair share of such expenses; and

(o) To the extent not already covered in paragraphs (a) through (n) above, Seller shall comply and/or act in accordance with the provisions of Section 6.4 of the Sale Agreement.

---

Each of the following shall be a Termination Event":

- (a) (i) the Parent, the Seller, Swift, any Originator or the Servicer shall fail to perform or observe any term, covenant or agreement under this Agreement or any other Transaction Document to which it is a party and, except as otherwise provided herein, such failure shall, solely to the extent capable of cure, continue for thirty (30) days after the earlier of any such Person's actual knowledge or notice thereof or (ii) the Seller or the Servicer shall fail to make when due any payment or deposit to be made by it under this Agreement or any other Transaction Document and such failure shall remain unremedied for two (2) Business Days;
- (b) Swift (or any Affiliate thereof) shall fail to transfer to any successor Servicer, when required, any rights pursuant to this Agreement that Swift (or such Affiliate) then has as Servicer;
- (c) any representation or warranty made or deemed made by the Parent, the Seller, the Servicer or any Originator (or any of their respective officers) under or in connection with this Agreement or any other Transaction Document to which it is a party, or any information or report delivered by the Seller, the Servicer or any Originator pursuant to this Agreement or any other Transaction Document to which it is a party, shall prove to have been incorrect or untrue in any material respect when made or deemed made or delivered and, if the representation or warranty is of a type that is capable of being cured, shall remain incorrect or untrue for thirty (30) days after the earlier of such Person's actual knowledge or notice thereof;
- (d) the Seller or the Servicer shall fail to deliver any Periodic Report when due pursuant to this Agreement, and such failure shall remain unremedied for two (2) Business Days;
- (e) this Agreement (and each Lock-Box Agreement, as applicable) or any Purchase pursuant to this Agreement shall for any reason: (i) cease to create, or the Purchased Interest shall for any reason cease to be, a valid and enforceable first priority perfected undivided percentage ownership or security interest to the extent of the Purchased Interest in each Pool Receivable, the Related Security and Collections with respect thereto, free and clear of any Adverse Claim, or (ii) cease to create with respect to the Pool Assets, or the interest of the Administrator (for the benefit of the Purchasers) with respect to such Pool Assets shall cease to be, a valid and enforceable first priority perfected security interest, free and clear of any Adverse Claim;
- (f) the Parent, the Seller, Swift, the Servicer or any Originator shall generally not pay its debts as such debts become due, shall admit in writing its inability to pay its debts generally, or shall make a general assignment for the benefit of creditors; or any proceeding shall be instituted by or against the Parent, the Seller, Swift, the Servicer or any Originator seeking to adjudicate it a bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property and, in the case of any such proceeding instituted against it (but not instituted by it), either such proceeding shall remain undismissed or unstayed for a period of 60 days, or any of the actions sought in such proceeding (including the entry of an order for relief against, or the appointment of a receiver, trustee, custodian or other similar official for, it or for any substantial part of its property) shall occur; or the Parent, the Seller, Swift, the Servicer or any Originator shall take any corporate action to authorize any of the actions set forth above in this paragraph;

(g) (i) the average for three consecutive Fiscal Months of: (A) the Default Ratio shall exceed 5.5%, (B) the Delinquency Ratio shall exceed 7.25%, or (C) the Dilution Ratio shall exceed 3.0% or (ii) the Days' Sales Outstanding exceeds 50 days;

(h) a Change in Control shall occur;

(i) the Purchased Interest shall exceed 100% for three (3) Business Days;

(j) a default shall occur in the payment of any amount when due (subject to any applicable grace period), whether by acceleration or otherwise, of any principal or stated amount of, or interest or fees on, any Debt (other than Debt described in clause (a) above) of the Parent or any of its Subsidiaries having a principal or stated amount, individually or in the aggregate, in excess of \$30,000,000, a default shall occur in the performance or observance of any obligation or condition with respect to such Debt, or an event of default shall occur, if the effect of such default or event of default is to accelerate the maturity of any such Debt or such default shall continue unremedied for any applicable period of time sufficient to permit the holder or holders of such Debt, or any trustee or agent for such holders, to cause or declare such Debt to become due and payable or to require such Debt to be prepaid, redeemed, purchased or defeased, or require an offer to purchase or defease such Debt to be made, prior to its expressed maturity;

(k) either the Internal Revenue Service or the Pension Benefit Guaranty Corporation shall have filed one or more notices of lien asserting a claim or claims pursuant to the Internal Revenue Code, or ERISA, as applicable, against the assets of Seller, any Originator, Swift or any ERISA Affiliate; or

(l) the Parent permits the Consolidated Total Net Leverage Ratio as of the last day of any fiscal quarter to be greater than 3.25:1.00; provided that in connection with any Acquisition (as such term is defined in the Credit Agreement on the Sixth Amendment Effective Date without giving effect to any amendment, supplement, modification or waiver of such definition made or given after the Sixth Amendment Effective Date) for which the aggregate consideration exceeds \$100,000,000 (a "Qualified Acquisition"), the maximum Consolidated Total Net Leverage Ratio, at the election of the Parent (which election may be made no more than twice during the term of the Credit Agreement), with prior notice to the administrative agent under the Credit Agreement not later than 10 business days after the date of consummation of the Qualified Acquisition, shall increase to 3.50:1.00 for the four (4) consecutive fiscal quarter period beginning with the fiscal quarter in which such Qualified Acquisition is consummated (a "Leverage Increase Period") and, unless increased in accordance with the Credit Agreement as in effect on the Sixth Amendment Effective Date without giving effect to any amendment, supplement, modification or waiver of such definition made or given after the Sixth Amendment Effective Date in respect of a subsequent Qualified Acquisition, shall be 3.25:1.00 as of the end of each subsequent fiscal quarter; provided, further that the Parent may not request a second Leverage Increase Period unless the actual Consolidated Total Net Leverage as of the end of at least two (2) consecutive full fiscal quarters of the Parent ended since the commencement of the first Leverage Increase Period has been equal to or less than 2.75 to 1.00.

**SUBSIDIARIES OF KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.**

1. Swift Transportation Co., LLC, a Delaware limited liability company
2. Swift Transportation Co. of Arizona, LLC, a Delaware limited liability company
3. Swift Leasing Co., LLC, a Delaware limited liability company
4. Swift Transportation Services, LLC, a Delaware limited liability company
5. Trans-Mex, Inc., S.A. de C.V., a Mexican corporation
6. Mohave Transportation Insurance Company, an Arizona corporation
7. Swift Intermodal, LLC, a Delaware limited liability company
8. Swift Receivables Company II, LLC, a Delaware limited liability company
9. Red Rock Risk Retention Group, Inc., an Arizona corporation
10. Swift Logistics, LLC, a Delaware limited liability company
11. Swift Refrigerated Service, LLC, a Delaware limited liability company
12. UTXL, Inc., a Missouri corporation
13. Iron Insurance Services LLC, a Delaware limited liability company
14. Knight Refrigerated, LLC, an Arizona limited liability company
15. Knight Logistics LLC, an Arizona limited liability company
16. Knight Transportation Services, Inc., an Arizona corporation
17. Iron Maintenance LLC, an Arizona limited liability company
18. Barr-Nunn Transportation LLC., an Iowa limited liability company
19. Knight Transportation, Inc., an Arizona corporation (Knight's former parent)
20. Abilene Motor Express, LLC., a Virginia limited liability company
21. AAA Cooper Transportation, a South Carolina corporation
22. Midwest Motor Express, Inc. a North Dakota corporation
23. U.S. Xpress Enterprises, Inc., a Nevada corporation
24. U.S. Xpress, Inc. a Nevada corporation
25. U.S. Xpress Leasing, Inc., a Tennessee corporation
26. Total Transportation of MS, LLC a Mississippi corporation

Pursuant to Item 601(b)(21)(ii) of Regulation S-K, the names of other subsidiaries of Knight-Swift Transportation Holdings Inc. are omitted because, considered in the aggregate, they would not constitute a significant subsidiary as of the end of the year covered by this report.

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We have issued our reports dated February 22, 2024, with respect to the consolidated financial statements and internal control over financial reporting included in the Annual Report of Knight-Swift Transportation Holdings Inc. on Form 10-K for the year ended December 31, 2023. We consent to the incorporation by reference of said reports in the Registration Statements of Knight-Swift Transportation Holdings Inc. on Forms S-8 (File No. 333-273396; File No. 333-238497; File No. 333-220439; and File No. 333-181201) and Forms S-4 (File No. 333-218196, as amended).

/s/ GRANT THORNTON LLP

Phoenix, Arizona  
February 22, 2024

**RULE 13a-14(a)/15d-14(a) CERTIFICATION**

I, David A. Jackson, certify that:

1. I have reviewed this Annual Report on Form 10-K of Knight-Swift Transportation Holdings Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations, and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation;
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 22, 2024

*/s/ David A. Jackson*

---

David A. Jackson  
Chief Executive Officer

**RULE 13a-14(a)/15d-14(a) CERTIFICATION**

I, Adam W Miller, certify that:

1. I have reviewed this Annual Report on Form 10-K of Knight-Swift Transportation Holdings Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations, and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation;
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 22, 2024

*/s/ Adam W. Miller*

---

Adam W. Miller  
Chief Financial Officer

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report on Form 10-K of Knight-Swift Transportation Holdings Inc. (the "Company") for the year ending December 31, 2023, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), we, the undersigned, certify, to the best of our knowledge, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.,

Delaware corporation

: /s/ David A. Jackson

David A Jackson

President and Chief Executive Officer

February 22, 2024

*A signed original of this written statement required by Section 906 has been provided to Knight-Swift Transportation Holdings Inc. and will be retained by Knight-Swift Transportation Holdings Inc. and furnished to the Securities and Exchange Commission or its staff upon request.*

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report on Form 10-K of Knight-Swift Transportation Holdings Inc. (the "Company") for the year ending December 31, 2023, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), we, the undersigned, certify, to the best of our knowledge, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.,

a Delaware corporation

By:

*/s/ Adam W. Miller*

Adam W. Miller

Chief Financial Officer

February 22, 2024

*A signed original of this written statement required by Section 906 has been provided to Knight-Swift Transportation Holdings Inc. and will be retained by Knight-Swift Transportation Holdings Inc. and furnished to the Securities and Exchange Commission or its staff upon request.*

**AMENDED AND RESTATED  
KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.  
CLAWBACK POLICY**

**(Adopted November 8, 2023)**

The Board of Directors (the “**Board**”) of Knight-Swift Transportation Holdings Inc. (the “**Company**”) (references to the Company herein also include Knight Transportation, Inc. (“**Knight**”) and Swift Transportation Company (“**Swift**”) and all subsidiaries of the Company, direct and indirect) has determined that it is appropriate for the Company to adopt an amended and restated clawback policy in order to meet the requirements of Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (“**Dodd-Frank**”), Securities Exchange Commission (“**SEC**”) Rule 10D-1 (240 CFR 10D-1) and Section 303A.14 of the New York Stock Exchange (“**NYSE**”) Listing Manual.

The Board of Directors believes that it is in the interests of the Company, its shareholders, and better corporate governance that the Company recover from an Executive (as defined below) any Excess Compensation Award (as defined below). Accordingly, the Company’s Board of Directors has adopted the following clawback policy (“**Policy**”). This Policy shall be administered by the Compensation Committee of the Board of Directors (the “**Committee**”). This Policy amends and restates, in its entirety, the Company’s existing Clawback Policy dated September 8, 2017, effective as of the Effective Date.

**1. Clawback and Amount Subject to Recovery**

(a) If a Clawback Event (as defined below) occurs, subject to Sections 3 and 5, below, the Company shall require the Executive to reimburse the Company the amount by which the Executive’s Incentive Compensation Award (as defined below) for the relevant period exceeded the Incentive Compensation Award that would have been awarded, if any, if the award had been determined based upon the Accounting Restatement (as defined below) financial results, calculated without regard to tax liabilities (“**Excess Compensation Award**”). For any Incentive Compensation Award that is based on the Company’s stock price or total shareholder return, where the amount of the erroneously awarded compensation is not subject to mathematical calculation that can be made directly from an Accounting Restatement, the excess amount shall be based upon a reasonable estimate of the effect of the Accounting Restatement on the stock’s price or the total shareholder return, as applicable. The Committee shall document and retain its calculations relating to an Excess Compensation Award and any reasonable estimates of the effect of the Accounting Restatement; that information shall also be provided to the NYSE or other exchange on which the Company’s stock is traded. The Company shall act reasonably promptly to recover the amount of any Excess Compensation Award. The Company’s duty to recover an Excess Compensation Award is not dependent on when or if an Accounting Restatement is filed with the Securities Exchange Commission or another regulatory agency.

(b) The Company may pursue any other claims or rights it may have under applicable law against any Executive, in addition to the rights granted the Company pursuant to this Policy, and this Policy shall not limit the Company’s right to recover compensation paid to an Executive with respect to any violation of law or any material Company policy.

**2. Time of Payment**

For purposes of this Policy, an Excess Compensation Award or an Incentive Compensation Award is received by an Executive in the fiscal period during which the Financial

Reporting Measure (as defined below) is attained that results in such Incentive Compensation Award being granted, earned, or vested, even if payment occurs after such period.

### **3. Limitation on Reimbursement**

The Committee shall seek reimbursement of an Excess Compensation Award only if the Incentive Compensation Award was received by an Executive during the Recovery Period (as defined below), and then only if (i) the Executive was serving as such during a performance period for the Incentive Compensation Award; and (ii) the Company has a class of securities listed on a national securities exchange or national securities association.

### **4. Application to Omnibus Incentive Compensation Plan**

This Policy shall be automatically incorporated by reference into each of the Company's incentive compensation plans, as presently existing and, as amended, restated, supplemented or modified from time to time, including, without limitation, the Company's 2014 Omnibus Incentive Plan, and into all applicable compensation policies, and grants or awards made under any such plan, or outside such plan, to any Executive. This Policy is in addition to the authority granted the Committee under the Company's 2014 Omnibus Incentive Plan and any grants made thereunder.

### **5. Exceptions**

(a) The Company shall not be obligated to recover an Excess Compensation Award if the condition of 5(i) through (iii) below are met and the Committee determines that recovery would be impracticable.

(i) The expense paid to a third-party to enforce this Policy would exceed the amount to be recovered, based on the expense of enforcement, after making and documenting a reasonable attempt to recover such amount.

(ii) Recovery would violate a home county law that was adopted prior to November 28, 2022, based on the opinion of reputable home county legal counsel.

(iii) Recovery would cause the disqualification of a tax-qualified retirement plan under Section 401(a)(13) or 411(a) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder.

(b) Recovery of any Excess Compensation Award shall not be required if any exception provided by Rule 10.D-1(c) (general exceptions) applies.

### **6. No Indemnity**

Any reimbursement for any loss arising from the Company's recovery of an Excess Compensation Award from an Executive under this Policy shall not be subject to indemnity by the Company, notwithstanding any provision of the Company's Bylaws or any contract of employment. The Company's Bylaws shall be amended to incorporate this Section 6.

### **7. Enforcement**

The Company, at the Committee's request, shall bring suit to recover any Excess Compensation Award for which an Executive fails to voluntarily reimburse the Company.

## **8. Amendment**

This Policy may be amended, restated, or otherwise modified by the Committee or the Board from time to time, including, without limitation, any changes the Committee determines are appropriate in connection with any rules, regulations, interpretations or other guidance from the U.S. Securities and Exchange Commission concerning Section 954 of Dodd-Frank.

## **9. Reporting**

The Company shall make all disclosures required by the Federal securities laws and NYSE listing requirements in connection with (i) the adoption and maintenance of this Policy and (ii) the award and recovery, if any, of any Excess Compensation Award received by an Executive.

## **10. Interpretation**

This Policy shall be interpreted and construed in all events to comply with the provisions of SEC Rule 10D-1 and NYSE Rule 303.14 of the NYSE Listing Manual. The Committee and the Board, respectively, are authorized to interpret this Policy.

## **11. Effective Date**

This Policy is effective as of October 2, 2023 (the '**Effective Date**'), and applies to all Incentive Compensation Awards received by an Executive from and after the Effective Date.

## **12. Definitions**

For purposes of this Policy, the following terms shall have the meanings set forth below:

**"Accounting Restatement"** means the Company is required to prepare an accounting restatement due to the Company's material noncompliance with any financial reporting requirement under the federal securities laws, including any required accounting restatement, to correct an error in previously issued financial statements that is material to the previously issued financial statements, or that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period.

**"Clawback Event"** means the earliest to occur of: (A) the date the Board or a committee of the Board concludes, or reasonably should have concluded, that the Company is required to prepare an Accounting Restatement (as defined above), or (B) the date a court, regulator, or legally authorized person directs the Company to prepare an Accounting Restatement.

**"Executive"** means the Company's Chief Executive Officer, President, principal financial officer, principal accounting officer (or if there is no principal such account officer, the controller), any vice president in charge of a principal business unit, division, or function (such as sales, administration, or finance), or any officer who performs a policy-making function, or other person who performs policy-making functions for the Company. Executive officers of the Company's parent, if any, or subsidiaries are executive officers for purpose of this Policy, if they perform policy-making functions for the Company. "Policy-making functions" for purposes of this Policy do not include policy-making functions that are not significant.

**"Financial Reporting Measure"** means a measure determined and presented in accordance with the Company's accounting principles used in preparing its financial statements ("**GAAP**"), and any measures that are derived wholly or in part from those measures. Stock price

and total shareholder return are also Financial Reporting Measures. A Financial Reporting Measure need not be included in the Company's financial statements or an SEC filing.

**"Incentive Compensation Award"** means any compensation that is awarded, granted, earned, or vested based wholly or in part upon the attainment of a Financial Reporting Measure.

**"Recovery Period"** means the three fiscal years immediately preceding the date of a Clawback Event, including any transition period that results from a change in the Company's fiscal year within or immediately following such completed three-year period. A transition period between the last day of the Company's previous fiscal year and ending on the first day of its new fiscal year that comprises a period of nine (9) to twelve (12) months shall be treated as a completed fiscal year.