

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

2007 000343

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Return To:  
CT Corporation System  
UCC Services  
111 Eighth Avenue, 13th Floor  
New York, NY 10011

*see over, 2e*

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2007 MAY 14 AM 10:53

MICHAEL A. BROWN  
RECORDER

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME <b>Swift Transportation Co., Inc.</b>				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS <b>2200 S. 75<sup>th</sup> Avenue</b>				
CITY <b>Phoenix</b>		STATE <b>AZ</b>	POSTALCODE <b>85043</b>	COUNTRY <b>USA</b>
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION <b>corporation</b>	1f. JURISDICTION OF ORGANIZATION <b>Arizona</b>	1g. ORGANIZATIONAL ID #, if any <b>0074408-5</b> <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS				
CITY		STATE	POSTALCODE	COUNTRY
2d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNORS/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME <b>U.S. Bank National Association, as Second Lien Agent</b>				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS <b>60 Livingston Avenue, EP-MN-WS3C</b>				
CITY <b>St. Paul</b>		STATE <b>MN</b>	POSTALCODE <b>55107-2292</b>	COUNTRY <b>USA</b>

4. This FINANCING STATEMENT covers the following collateral:

See Annex I attached hereto and made a part hereof.

**FILE SECOND**

5. ALTERNATIVE DESIGNATION [if applicable]:  LESSEE/LESSOR  CONSIGNEE/CONSIGNOR  BAILEE/BAILOR  SELLER/BUYER  AG. LIEN  NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded in the REAL ESTATE RECORDS. Attach addendum [if applicable]) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional]  All Debtors  Debtor 1  Debtor 2

8. OPTIONAL FILE REFERENCE DATA  
Filed with Lake County, IN

(Indiana - 2nd lien)

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC 1) (REV. 07/29/98)

17447396

6925551-33

# UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME Swift Transportation Co., Inc.		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME 2007
		MIDDLE NAME, SUFFIX 000343

10. MISCELLANEOUS:

STATE OF INDIANA  
LAKE COUNTY  
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2007 MAY 14 AM 10:53  
MICHAEL A. BROWN  
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11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME					
OR	11b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS			CITY	STATE	POSTAL CODE
11d. TAX ID #: SSN OR EIN		ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
					<input type="checkbox"/> NONE

12.  ADDITIONAL SECURED PARTY'S or  ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME					
OR	12b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS			CITY	STATE	POSTAL CODE
					COUNTRY

13. This FINANCING STATEMENT covers  timber to be cut or  as-extracted collateral, or is filed as a  fixture filing.

14. Description of real estate:

See Exhibit A attached hereto and made a part hereof.

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.

Debtor is a  Trust or  Trustee acting with respect to property held in trust  Decedent's Estate

18. Check only if applicable and check only one box.

Debtor is a TRANSMITTING UTILITY

Filed in connection with a Manufactured-Home Transaction - effective 30 years

Filed in connection with a Public-Finance Transaction - effective 30 years

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 07/29/98)

17447396

ANNEX I  
ATTACHED TO AND MADE A PART OF  
UNIFORM COMMERCIAL CODE ("UCC") FINANCING STATEMENT

2007 MAY 14 AM 10:53

DEBTOR 000343

SWIFT TRANSPORTATION CO., INC.  
2200 S. 75<sup>th</sup> Avenue  
Phoenix, Arizona 85043

SECURED PARTY

RECORDED

U.S. BANK NATIONAL ASSOCIATION,  
as Second Lien Agent  
60 Livingston Avenue, EP-MN-WS3C  
St. Paul, Minnesota 55107-2292

(a) Real Estate. All of the land as described in Exhibit A attached hereto (the "Land") and all additional lands and estates therein now owned or hereafter acquired by the Debtor for use or development with the Land or any portion thereof, together with all and singular the tenements, rights, easements, hereditaments, rights of way, privileges, liberties, appendages and appurtenances now or hereafter belonging or in any way pertaining to the Land and such additional lands and estates therein (including, without limitation, all rights relating to storm and sanitary sewer, water, gas, electric, railway and telephone services); all development rights, air rights, riparian rights, water, water rights, water stock, all rights in, to and with respect to any and all oil, gas, coal, minerals and other substances of any kind or character underlying or relating to the Land and such additional lands and estates therein and any interest therein; all estate, claim, demand, right, title or interest of the Debtor in and to any street, road, highway or alley, vacated or other, adjoining the Land or any part thereof and such additional lands and estates therein; all strips and gores belonging, adjacent or pertaining to the Land or such additional lands and estates; and any after-acquired title to any of the foregoing (herein collectively referred to as the "Real Estate");

(b) Improvements. All buildings, structures and other improvements and any additions and alterations thereto or replacements thereof, now or hereafter built, constructed or located upon the Real Estate; and, to the extent that any of the following items of property constitutes fixtures under applicable laws, all of the Debtor's right, title and interest in and to all furnishings, fixtures, fittings, appliances, apparatus, equipment, machinery, building and construction materials and other articles of every kind and nature whatsoever and all replacements thereof, now or hereafter affixed or attached to, placed upon or used in any way in connection with the complete and comfortable use, enjoyment, occupation, operation, development and/or maintenance of the Real Estate or such buildings, structures and other improvements, including, but not limited to, partitions, furnaces, boilers, oil burners, radiators and piping, plumbing and bathroom fixtures, refrigeration, heating, ventilating, air conditioning and sprinkler systems, other fire prevention and extinguishing apparatus and materials, vacuum cleaning systems, gas and electric fixtures, incinerators, compactors, elevators, engines, motors, generators and all other articles of property which are considered fixtures under applicable law (such buildings, structures and other improvements and such other property are herein collectively referred to as the "Improvements"; the Real Estate and the Improvements are herein collectively referred to as the "Property");

(c) Goods. All of the Debtor's right, title and interest in and to building materials, goods, construction materials, appliances (including, without limitation, stoves, ranges, ovens, disposals, refrigerators, water fountains and coolers, fans, heaters, dishwashers, clothes washers and dryers, water heaters, hood and fan combinations, kitchen equipment, laundry equipment, kitchen cabinets and other similar equipment), stocks, beds, mattresses, bedding and linens,

supplies, blinds, window shades, drapes, carpets, floor coverings, manufacturing equipment and machinery, office equipment, growing plants and shrubberies, control devices, equipment (including window cleaning, building cleaning, swimming pool, recreational, monitoring, garbage, pest control and other equipment), motor vehicles, tools, furnishings, furniture, lighting, non-structural additions to the Real Estate and Improvements and all other tangible property of any kind or character, together with all replacements thereof, now or hereafter located on or in or used or useful in connection with the complete and comfortable use, enjoyment, occupation, operation, development and/or maintenance of the Property, regardless of whether or not located on or in the Property or located elsewhere for purposes of storage, fabrication or otherwise (herein collectively referred to as the "Goods");

(d) Intangibles. All of the Debtor's right, title and interest in and to goodwill, trademarks, trade names, option rights, purchase contracts, real and personal property tax refunds, books and records and general intangibles of the Debtor relating to the Property and all accounts, contract rights, instruments, chattel paper and other rights of the Debtor for the payment of money for property sold or lent, for services rendered, for money lent, or for advances or deposits made and any other intangible property of the Debtor relating to the Property (herein collectively referred to as the "Intangibles");

(e) Leases. All rights of the Debtor in, to and under all leases, licenses, occupancy agreements, concessions and other arrangements, oral or written, now existing or hereafter entered into whereby any Person agrees to pay money or any other consideration for the use, possession or occupancy of, or any estate in, the Property or any portion thereof or interest therein (herein collectively referred to as the "Leases"), and the right, subject to applicable law, upon the occurrence and during the continuance of any Event of Default (as described in the Mortgage) hereunder, to receive and collect the Rents (as hereinafter defined) paid or payable thereunder;

(f) Plans. All rights of the Debtor in and to all plans and specifications, designs, drawings and other information, materials and matters heretofore or hereafter prepared relating to the Improvements or any construction on the Real Estate (herein collectively referred to as the "Plans");

(g) Permits. All rights of the Debtor, to the extent assignable, in, to and under all permits, franchises, licenses, approvals and other authorizations respecting the use, occupation and operation of the Property and every part thereof and respecting any business or other activity conducted on or from the Property, and any product or proceed thereof or therefrom, including, without limitation, all building permits, certificates of occupancy and other licenses, permits and approvals issued by governmental authorities having jurisdiction (herein collectively referred to as the "Permits");

(h) Contracts. All right, title and interest of the Debtor in and to all agreements, contracts, certificates, instruments, warranties, appraisals, engineering, environmental, soils, insurance and other reports and studies, books, records, correspondence, files and advertising materials, and other documents, now or hereafter obtained or entered into, as the case may be, pertaining to the construction, use, occupancy, possession, operation, management, leasing, maintenance and/or ownership of the Property and all right, title and interest of the Debtor therein (herein collectively referred to as the "Contracts");

(i) Leases of Furniture, Furnishings and Equipment. All right, title and interest of the Debtor as lessee in, to and under any leases of furniture, furnishings, equipment and any other Goods now or hereafter installed in or at any time used in connection with the Property;

(j) Rents. All rents, issues, profits, royalties, avails, income and other benefits derived or owned, directly or indirectly, by the Debtor from the Property, including, without limitation, all rents and other consideration payable by tenants, claims against guarantors, and any cash or other securities deposited to secure performance by tenants, under the Leases (herein collectively referred to as "Rents");

(k) Proceeds. All proceeds of the conversion, voluntary or involuntary of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards (herein collectively referred to as "Proceeds"); and

(l) Other Property. All other property and rights of the Debtor of every kind and character relating to the Property, and all proceeds and products of any of the foregoing;

Capitalized terms used but not otherwise defined herein shall have the following meanings (such meanings to be equally applicable to the singular and plural forms thereof):

"Mortgage" means that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of May 10, 2007, among Debtor and Secured Party.

STATE OF MISSISSIPPI  
LAKE COUNTY  
FILED FOR RECORD

2007 MAY 14 AM 10:53

MICHAELA A. BROWN  
RECORDER

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STATE OF INDIANA  
LAKE COUNTY  
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2007 000343

**EXHIBIT A**  
**Legal Description**

Issued By:

Chicago Title Insurance Company

Schedule A (cont'd)

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2007 000343

2007 MAY 14 AM 10:53

No: 620071674

MICHAEL A. BROWN  
RECORDER

The land referred to in this Commitment is described as follows:

Part of the Southeast Quarter of Section 26, Township 37 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, more particularly described as follows:

Commencing at a point on the Northeasterly line of the 80 foot highway known as Industrial Highway, which point is 250 feet Southeasterly measured along said Northeasterly line of said highway from the South line extended East of the 100 foot highway known as Chicago Avenue; thence North 46 degrees 08 minutes 45 seconds West along the said Northeasterly line of Industrial Highway, 699.54 feet, more or less, to a point 227 feet Southeasterly of the intersection of said highway line with the South line of the right-of-way of the Baltimore and Ohio Chicago Terminal Railroad; thence North 23 degrees 05 minutes 55 seconds East 140.07 feet to a point lying 20 feet South by rectangular measurement from said South line of the right-of-way of the Baltimore and Ohio Chicago Terminal Railroad (said 140.07 foot line when extended 21.41 feet would intersect said South right-of-way line 151 feet Northeasterly by rectangular measurement from said Northeasterly line of Industrial Highway); thence South 87 degrees 47 minutes 45 seconds East along a line parallel with and 20 feet South by rectangular measurement from said South right-of-way line of the Baltimore and Ohio Chicago Terminal Railroad 384.72 feet to the point of curve of a curve to the right having a radius of 935 feet and lying on a 20 foot offset South of the Southwest right-of-way line of the South Chicago & Southern Railway Company; thence along said curve an arc distance of 519.35 feet subtended by a chord of 512.70 feet bearing South 71 degrees 54 minutes 58 seconds East of a line perpendicular to said Northeasterly line of Industrial Highway and passing through the point of commencement; thence North 43 degrees 51 minutes 15 seconds East along said perpendicular line, 20.00 feet to said Southwest right-of-way line of the South Chicago & Southern Railway Company; thence along said Southwest line the following 2 courses and distances: Continuing around a curve to the right having a radius of 955 feet an arc distance of 160.43 feet subtended by a chord of 160.24 feet bearing South 50 degrees 57 minutes 40 seconds East to the point of tangent of said curve, South 46 degrees 08 minutes 45 seconds East 697.77 feet; thence South 43 degrees 32 minutes 33 seconds West 643.02 feet to said Northeasterly line of Industrial Highway; thence North 46 degrees 08 minutes 45 seconds West, along said Northeasterly line, 860.94 feet to the point of commencement, excepting therefrom that portion of the land above deeded in Warranty Deed dated May 1, 1997 and recorded May 14, 1997 as Document No. 97030484 to the State of Indiana.

This Commitment is valid only if Schedule B is attached.