FORM SC 13D/A

Schedule filed to report acquisition of beneficial ownership of 5% or more of a class of equity securities [amend]

Filing Date: **2017-11-20**
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SUBJECT COMPANY

Knight-Swift Transportation Holdings Inc.

CIK:**1492691**| IRS No.: **205589597** | Fiscal Year End: **1231**
Type: **SC 13D/A** | Act: **34** | File No.: **005-85833** | Film No.: **171214388**
SIC: **4213** Trucking (no local)

Mailing Address
2200 SOUTH 75TH AVENUE
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FILED BY

MOYES JERRY

CIK:**901736**
Type: **SC 13D/A**

Mailing Address
SWIFT TRANSPORTATION COMPANY
2200 SOUTH 75TH AVENUE
PHOENIX AZ 85043

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 13D/A
(Rule 13d-101)

Under the Securities Exchange Act of 1934
(Amendment No. 13)

KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.

(Name of Issuer)

CLASS A COMMON STOCK, PAR VALUE $0.01 PER SHARE

(Title of Class of Securities)

499049104

(CUSIP Number)

Jerry and Vickie Moyes
2710 E. Old Tower Road
Phoenix, AZ 85034
Telephone: (623) 907-7388
Facsimile: (602) 275-6417

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

With a copy to:

Earl Scudder & Chris Kortum
Scudder Law Firm, P.C., L.L.O.
411 South 13th Street, 2nd Floor
Lincoln, NE 68508

November 16, 2017

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of sections 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. [ ]

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act") or otherwise subject to the liabilities of that section of the Exchange Act but shall be subject to all other provisions of the Exchange Act (however, see the Notes).

CUSIP NO.: 87074U101

1.	Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only) Jerry Moyes		
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) [ ] (b) [X]		
3.	SEC USE ONLY		
4.	Source of Funds (See Instructions) AF, BK, PF, OO		
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) [ ]		
6.	Citizenship or Place of Organization United States of America		
Number of Shares Beneficially Owned by Each Reporting Person with		**7.**	Sole Voting Power 0
		8.	Shared Voting Power 37,056,203(1)
		9.	Sole Dispositive Power 0
		10.	Shared Dispositive Power 37,056,203(1)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 42,784,391(2)		
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) [ ]		
13.	Percent of Class Represented by Amount in Row (11) 24.0%(3)		
14.	Type of Reporting Person (See Instructions) IN		

(1) Includes shares of Class A Common Stock ("Class A Common Stock" or "common stock") of Knight-Swift Transportation Holdings Inc. held by Mr. and Mrs. Moyes as community property under the laws of the State of Arizona and over which they share voting and dispositive power and shares held by Mr. and Mrs. Moyes through their ownership of various entities and a trust for their benefit and over which they share voting and dispositive power.

(2) Includes 4,868,208 shares of common stock beneficially owned by Cactus Holding II, an affiliate of Mr. and Mrs. Moyes, that have been sold to a counterparty pursuant to a Securities Sale and Repurchase Agreement with a full recourse obligation of Cactus Holding II to repurchase the securities at the same price upon maturity of the agreement. Cactus Holding II may voluntarily repurchase the shares at any time, and therefore the shares are deemed to be beneficially held under the provisions of Rule 13d-3. However, during the term of the transaction, Cactus Holding II will not have the right to vote or direct the disposition of the sold shares until the shares are repurchased. Includes 67,980 shares of common stock underlying employee stock options that are exercisable within 60 days of the date of this Amendment but which have not been exercised. Also includes 792,000 shares of common stock held by Michael Moyes and Lyndee Moyes Nester which the Reporting Person may be deemed to beneficially own as part of a group in connection with the Support Agreement and Stockholders Agreement.

(3) The percentage indicated is based upon 177,933,640 shares of common stock outstanding as of November 1, 2017, as reported in the Issuer's Quarterly Report on Form 10-Q, as filed with the Securities and Exchange Commission on November 9, 2017.

1.	Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only) Vickie Moyes		
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) [ ] (b) [X]		
3.	SEC USE ONLY		
4.	Source of Funds (See Instructions) AF, BK, PF, OO		
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) [ ]		
6.	Citizenship or Place of Organization United States of America		
Number of Shares Beneficially Owned by Each Reporting Person with		**7.**	Sole Voting Power 0
		8.	Shared Voting Power 37,056,203 (1)
		9.	Sole Dispositive Power 0
		10.	Shared Dispositive Power 37,056,203 (1)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 42,784,391(2)		
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) [ ]		
13.	Percent of Class Represented by Amount in Row (11) 24.0%(3)		
14.	Type of Reporting Person (See Instructions) IN		

(1) Includes shares of common stock held by Mr. and Mrs. Moyes as community property under the laws of the State of Arizona and over which they share voting and dispositive power and shares held by Mr. and Mrs. Moyes through their ownership of various entities and a trust for their benefit and over which they share voting and dispositive power.

(2) Includes 4,868,208 shares of common stock beneficially owned by Cactus Holding II, an affiliate of Mr. and Mrs. Moyes, that have been sold to a counterparty pursuant to a Securities Sale and Repurchase Agreement with a full recourse obligation of Cactus Holding II to repurchase the securities at the same price upon maturity of the agreement. Cactus Holding II may voluntarily repurchase the shares at any time, and therefore the shares are deemed to be beneficially held under the provisions of Rule 13d-3. However, during the term of the transaction, Cactus Holding II will not have the right to vote or direct the disposition of the sold shares until the shares are repurchased. Includes 67,980 shares of common stock underlying employee stock options that are exercisable within 60 days of the date of this Amendment but which have not been exercised. Also includes 792,000 shares of common stock held by Michael Moyes and Lyndee Moyes Nester which the Reporting Person may be deemed to beneficially own as part of a group in connection with the Support Agreement and Stockholders Agreement.

(3) The percentage indicated is based upon 177,933,640 shares of common stock outstanding as of November 1, 2017, as reported in the Issuer's Quarterly Report on Form 10-Q, as filed with the Securities and Exchange Commission on November 9, 2017.

1.	Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only) Jerry and Vickie Moyes Family Trust Dated 12/11/87		
2.	Check the Appropriate Box if a Member of a Group (See Instructions)		(a) [ ] (b) [X]
3.	SEC USE ONLY		
4.	Source of Funds (See Instructions) AF, BK, PF, OO		
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)		[ ]
6.	Citizenship or Place of Organization Arizona		
Number of Shares Beneficially Owned by Each Reporting Person with	**7.**	Sole Voting Power 36,995,049(1)	
	8.	Shared Voting Power 0	
	9.	Sole Dispositive Power 36,995,049 (1)	
	10.	Shared Dispositive Power 0	
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 42,784,391(2)		
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)		[ ]
13.	Percent of Class Represented by Amount in Row (11) 24.0%(3)		
14.	Type of Reporting Person (See Instructions) OO		

(1) Includes shares of common stock held by various entities over which the Moyes Trust has voting and dispositive power as manager.

(2) Includes 4,868,208 shares of common stock beneficially owned by Cactus Holding II that have been sold to a counterparty pursuant to a Securities Sale and Repurchase Agreement with a full recourse obligation of Cactus Holding II to repurchase the securities at the same price. Cactus Holding II may voluntarily repurchase the shares at any time, and therefore the shares are deemed to be beneficially held under the provisions of Rule 13d-3. However, during the term of the transaction, Cactus Holding II will not have the right to vote or direct the disposition of the sold shares until the shares are repurchased. Includes 67,980 shares of common stock underlying employee stock options that are exercisable within 60 days of the date of this Amendment but which have not been exercised. Also includes 792,000 shares of common stock held by Michael Moyes and Lyndee Moyes Nester and 61,154 shares held by Jerry Moyes which the Reporting Person may be deemed to beneficially own as part of a group in connection with the Support Agreement and Stockholders Agreement.

(3) The percentage indicated is based upon 177,933,640 shares of common stock outstanding as of November 1, 2017, as reported in the Issuer's Quarterly Report on Form 10-Q, as filed with the Securities and Exchange Commission on November 9, 2017.

1.	Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only) Cactus Holding Company II, LLC (27-4510310)		
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) [ ] (b) [X]		
3.	SEC USE ONLY		
4.	Source of Funds (See Instructions) OO		
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) [ ]		
6.	Citizenship or Place of Organization Alaska		
Number of Shares Beneficially Owned by Each Reporting Person with		**7.**	Sole Voting Power 3,072,472(1)
		8.	Shared Voting Power 0
		9.	Sole Dispositive Power 3,072,472(1)
		10.	Shared Dispositive Power 0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 34,234,383(2)		
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) [ ]		
13.	Percent of Class Represented by Amount in Row (11) 19.2%(3)		
14.	Type of Reporting Person (See Instructions) OO		

(1) Includes shares of common stock held directly by the Reporting Person.

(2) Includes 4,868,208 shares of common stock beneficially owned by the Reporting Person that have been sold to a counterparty pursuant to a Securities Sale and Repurchase Agreement with a full recourse obligation of the Reporting Person to repurchase the securities at the same price. The Reporting Person may voluntarily repurchase the shares at any time, and therefore the shares are deemed to be beneficially held under the provisions of Rule 13d-3. However, during the term of the transaction, the Reporting Person will not have the right to vote or direct the disposition of the sold shares until the shares are repurchased.

Includes 7,420,308 and 18,873,395 shares of common stock held by Cactus Holding I and M Capital II, respectively. The Reporting Person does not have voting or dispositive power over these shares, but may be deemed to beneficially own these shares as part of a group as a result of the Reporting Person's participation in the Previous VPF Contracts.

(3) The percentage indicated is based upon 177,933,640 shares of common stock outstanding as of November 1, 2017, as reported in the Issuer's Quarterly Report on Form 10-Q, as filed with the Securities and Exchange Commission on November 9, 2017.

1.	Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only) M Capital Group Investors, LLC (45-2614711)		
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) [ ] (b) [ ]		
3.	SEC USE ONLY		
4.	Source of Funds (See Instructions) OO		
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) [ ]		
6.	Citizenship or Place of Organization Delaware		
Number of Shares Beneficially Owned by Each Reporting Person with		**7.**	Sole Voting Power 7,628,874(1)
		8.	Shared Voting Power 0
		9.	Sole Dispositive Power 7,628,874(1)
		10.	Shared Dispositive Power 0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 7,628,874(1)		
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) [ ]		
13.	Percent of Class Represented by Amount in Row (11) 4.3%(2)		
14.	Type of Reporting Person (See Instructions) OO		

(1) Includes shares of common stock held directly by the Reporting Person.

(2) The percentage indicated is based upon 177,933,640 shares of common stock outstanding as of November 1, 2017, as reported in the Issuer's Quarterly Report on Form 10-Q, as filed with the Securities and Exchange Commission on November 9, 2017.

1.	Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only) Cactus Holding Company, LLC (27-4438129)		
2.	Check the Appropriate Box if a Member of a Group (See Instructions)		(a) [ ] (b) [X]
3.	SEC USE ONLY		
4.	Source of Funds (See Instructions) OO		
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)		[ ]
6.	Citizenship or Place of Organization Alaska		
Number of Shares Beneficially Owned by Each Reporting Person with	**7.**	Sole Voting Power 7,420,308(1)	
	8.	Shared Voting Power 0	
	9.	Sole Dispositive Power 7,420,308(1)	
	10.	Shared Dispositive Power 0	
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 34,234,383(2)		
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)		[ ]
13.	Percent of Class Represented by Amount in Row (11) 19.3%(3)		
14.	Type of Reporting Person (See Instructions) OO		

(1) Includes shares of common stock held directly by the Reporting Person.

(2) Includes (i) 18,873,395 shares of common stock held by M Capital II; (ii) 3,072,472 shares of common stock held by Cactus Holding II; and (iii) 4,868,208 shares of common stock beneficially owned by Cactus Holding II that have been sold to a counterparty and are subject to repurchase pursuant to a Securities Sale and Repurchase Agreement. The Reporting Person may be deemed to beneficially own these shares as part of a group in connection with the Previous VPF Contracts.

(3) The percentage indicated is based upon 177,933,640 shares of common stock outstanding as of November 1, 2017, as reported in the Issuer's Quarterly Report on Form 10-Q, as filed with the Securities and Exchange Commission on November 9, 2017.

1.	Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only) M Capital Group Investors II, LLC (46-3644539)	
2.	Check the Appropriate Box if a Member of a Group (See Instructions)	(a) [ ] (b) [X]
3.	SEC USE ONLY	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)	[ ]
6.	Citizenship or Place of Organization Delaware	

Number of Shares Beneficially Owned by Each Reporting Person with	**7.**	Sole Voting Power 18,873,395(1)
	8.	Shared Voting Power 0
	9.	Sole Dispositive Power 18,873,395(1)
	10.	Shared Dispositive Power 0

11.	Aggregate Amount Beneficially Owned by Each Reporting Person 34,234,383(2)	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)	[ ]
13.	Percent of Class Represented by Amount in Row (11) 19.3%(3)	
14.	Type of Reporting Person (See Instructions) OO	

(1) Includes shares of common stock held directly by the Reporting Person.

(2) Includes (i) 3,072,472 shares of common stock held by Cactus Holding II; (ii) 4,868,208 shares of common stock beneficially owned by Cactus Holding II that have been sold to a counterparty and are subject to repurchase pursuant to a Securities Sale and Repurchase Agreement; and (iii) 7,420,308 shares of common stock held by Cactus Holding I. The Reporting Person does not have voting or dispositive power over such shares but may be deemed to beneficially own such shares as part of a group, due to the Reporting Person's participation in the Previous VPF Contracts.

(3) The percentage indicated is based upon 177,933,640 shares of common stock outstanding as of November 1, 2017, as reported in the Issuer's Quarterly Report on Form 10-Q, as filed with the Securities and Exchange Commission on November 9, 2017.

1.	Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only) Michael Moyes		
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) [ ] (b) [X]		
3.	SEC USE ONLY		
4.	Source of Funds (See Instructions) OO		
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) [ ]		
6.	Citizenship or Place of Organization United States of America		
Number of Shares Beneficially Owned by Each Reporting Person with		**7.**	Sole Voting Power 396,000
		8.	Shared Voting Power 0
		9.	Sole Dispositive Power 396,000
		10.	Shared Dispositive Power 0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 42,784,391(1)		
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) [ ]		
13.	Percent of Class Represented by Amount in Row (11) 24.0%(2)		
14.	Type of Reporting Person (See Instructions) IN		

(1) Includes 41,992,391 shares beneficially owned by Jerry and Vickie Moyes and 396,000 shares held by Lyndee Moyes Nester that the Reporting Person may be deemed to beneficially own as part of a group in connection with the Support Agreement and Stockholders Agreement.

(2) The percentage indicated is based upon 177,933,640 shares of common stock outstanding as of November 1, 2017, as reported in the Issuer's Quarterly Report on Form 10-Q, as filed with the Securities and Exchange Commission on November 9, 2017.

1.	Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only) Lyndee Moyes Nester	
2.	Check the Appropriate Box if a Member of a Group (See Instructions)	(a) [ ] (b) [X]
3.	SEC USE ONLY	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)	[ ]
6.	Citizenship or Place of Organization United States of America	

Number of Shares Beneficially Owned by Each Reporting Person with	**7.**	Sole Voting Power 396,000
	8.	Shared Voting Power 0
	9.	Sole Dispositive Power 396,000
	10.	Shared Dispositive Power 0

11.	Aggregate Amount Beneficially Owned by Each Reporting Person 42,784,391(1)	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)	[ ]
13.	Percent of Class Represented by Amount in Row (11) 24.0%(2)	
14.	Type of Reporting Person (See Instructions) IN	

(1) Includes 41,992,391 shares beneficially owned by Jerry and Vickie Moyes and 396,000 shares held by Lyndee Moyes Nester that the Reporting Person may be deemed to beneficially own as part of a group in connection with the Support Agreement and Stockholders Agreement.

(2) The percentage indicated is based upon 177,933,640 shares of common stock outstanding as of November 1, 2017, as reported in the Issuer's Quarterly Report on Form 10-Q, as filed with the Securities and Exchange Commission on November 9, 2017.

Jerry Moyes, Vickie Moyes, the Jerry and Vickie Moyes Family Trust Dated 12/11/87, and Michael Moyes previously filed on Schedule 13G pursuant to the provisions of Rule 13d-1(d).

Item 1. Security and Issuer.

This Amendment No. 13 (this "Amendment") to the statement on Schedule 13D filed with the Securities and Exchange Commission on July 5, 2011, as previously amended from time to time (the "Original Statement") relates to the Class A Common Stock, par value $0.01 per share of Knight-Swift Transportation Holdings Inc., a Delaware corporation. The principal executive offices of the Issuer are located at 20002 North 19th Avenue, Phoenix, Arizona 85027. Information contained in the Original Statement remains effective except to the extent that it is amended, restated, supplemented, or superseded by information contained in this Amendment. Capitalized terms used but not defined in this Amendment shall have the meanings ascribed to them in the Original Statement.

Item 5. Interest in Securities of the Issuer.

Item 5 of the Original Statement is hereby amended and supplemented by adding the following information:

(a) – (b)

As of November 1, 2017, there were 177,933,640(1) shares of common stock outstanding. As of the date hereof, the Reporting Persons may be deemed to be the beneficial owners (pursuant to Rule 13d-3) of an aggregate of 42,784,391 shares of the Issuer's common stock, representing approximately 24.0%(2) of the issued and outstanding shares of common stock of the Issuer. The filing of this Amendment to Schedule 13D shall not be construed as an admission that any Reporting Person is, for purposes of sections 13(d) or 13(g) of the Exchange Act, the beneficial owner of any securities covered by this Amendment.

Mr. and Mrs. Moyes beneficially own 42,784,391(3) shares of common stock, representing approximately 24.0%(2) of the issued and outstanding shares of common stock of the Issuer. Mr. and Mrs. Moyes share voting and dispositive power over 37,056,203(4) shares of the common stock.

Michael Moyes beneficially owns 42,784,391(5) shares of common stock, representing approximately 24.0%(2) of the issued and outstanding shares of common stock of the Issuer. Included in this amount are 396,000 shares of common stock over which Michael Moyes holds sole voting and dispositive power.

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1. Includes 177,933,640 shares of common stock outstanding as of November 1, 2017, as reported in the Issuer's Quarterly Report on Form 10-Q, as filed with the Securities and Exchange Commission on November 9, 2017.

2. The percentage indicated is based upon 177,933,640 shares of common stock outstanding as of November 1, 2017, as reported in the Issuer's Quarterly Report on Form 10-Q, as filed with the Securities and Exchange Commission on November 9, 2017.

3. Includes 4,868,208 shares of common stock beneficially owned by Cactus Holding II that have been sold to a counterparty pursuant to a Securities Sale and Repurchase Agreement with a full recourse obligation of Cactus Holding II to repurchase the securities at the same price on the maturity of the agreement. Cactus Holding II may voluntarily repurchase the shares at any time, and therefore the shares are deemed to be beneficially held under the provisions of Rule 13d-3. However, during the term of the transaction, Cactus Holding II will not have the right to vote or direct the disposition of the sold shares until the shares are repurchased. Includes 67,980 shares of common stock underlying employee stock options that are exercisable within 60 days of the date of this Amendment but which have not been exercised. Also includes 792,000 shares of common stock held by Michael Moyes and Lyndee Moyes Nester which the Reporting Person may be deemed to beneficially own as part of a group in connection with the Support Agreement and Stockholders Agreement.

4. Includes (i) shares held by Mr. and Mrs. Moyes as community property under the laws of the State of Arizona and over which they share voting and dispositive power, and (ii) shares held indirectly through entities controlled by the Moyes Trust (including Cactus Holding I, Cactus Holding II, M Capital I, and M Capital II) and over which Mr. and Mrs. Moyes, as co-trustees of the Moyes Trust, share voting and dispositive power. For further details, please refer to the beneficial ownership tables at the beginning of this Amendment.

5. Includes shares beneficially owned by Jerry Moyes, Vickie Moyes, and Lyndee Moyes Nester over which the Reporting Person does not have voting or dispositive power but which the Reporting Person may be deemed to beneficially own as part of a group in connection with the Support Agreement and Stockholders Agreement.

Lyndee Moyes Nester beneficially owns 42,784,391[6] shares of common stock, representing approximately 24.0%[2] of the issued and outstanding shares of common stock of the Issuer. Included in this amount are 396,000 shares of common stock over which Lyndee Moyes Nester holds sole voting and dispositive power.

(c) Transactions Effected During the Past Sixty Days:

The information set forth under Item 6 of this Amendment is incorporated herein by reference.

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6. Includes shares beneficially owned by Jerry, Vickie, and Michael Moyes over which the Reporting Person does not have voting or dispositive power but which the Reporting Person may be deemed to beneficially own as part of a group in connection with the Support Agreement and Stockholders Agreement.

Item 6. Contracts, Arrangements, Understandings, or Relationships With Respect to Securities of the Issuer.

Item 6 of the Original Statement is hereby amended and supplemented by adding the following information:

Effective November 16, 2017, certain of the Reporting Persons entered into the following transactions:

- Cactus Holding I amended and restated two previously disclosed variable prepaid forward contracts ("VPF") covering 2,376,000 and 5,044,308 shares, respectively. The amendment extended the maturity dates of the contracts to August 14, 2018 through August 16, 2018. Previously, the maturity dates were December 5, 2017 through December 7, 2017. The new 2,376,000 share VPF is governed by that certain Third Amended and Restated Supplemental Confirmation, attached hereto as Exhibit 99.9. The new 5,044,308 share VPF is governed by that certain Second Amended and Restated May 2016 Supplemental Confirmation, attached hereto as Exhibit 99.10. The number of shares underlying these VPFs reflect the Reverse Split that occurred in connection with the merger of Swift Transportation Company and Knight Transportation, Inc., on September 8, 2017.

- M Capital II amended and restated two previously disclosed VPFs covering 8,851,692 and 9,864,000 shares, respectively. The amendment extended the maturity dates of the contracts to August 14, 2018 through September 11, 2018. Previously, the maturity dates were December 5, 2017 through January 3, 2018. The new 9,864,000 share VPF is governed by that certain Fifth Amended and Restated Transaction 1 Supplemental Confirmation, attached hereto as Exhibit 99.11. The new 8,851,692 share VPF is governed by that certain Second Amended and Restated Transaction 1 Supplemental Confirmation, attached hereto as Exhibit 99.12. The number of shares underlying these VPFs reflect the Reverse Split.

- In addition to extending the maturity dates, the VPF amendments amended the applicable Forward Floor Prices and Forward Cap Prices set forth in the VPFs. Each of Cactus Holding I and M Capital II is generally permitted to participate in any appreciation of the Issuer's Common Stock between the applicable Forward Floor Price and Forward Cap Price of the VPFs to which it is a party. The changes to these prices were as follows: (i) each of the 2,376,000 share VPF and the 9,864,000 share VPF was amended to have a Forward Floor Price of $36.14 and a Forward Cap Price of $44.55; and (ii) each of the 5,044,308 share VPF and the 8,851,692 share VPF was amended to have a Forward Floor Price of $38.00 and a Forward Cap Price of $45.00.

- Cactus Holding II amended its previously disclosed Securities Sale and Repurchase Agreement to extend the expiration date from November 30, 2017 to August 14, 2018 and increase the maximum repurchase price and maximum amount available for advance to Cactus Holding II from $84,483,693 to $125,000,000 (the "Amendment"). The Amendment is governed by that certain Fourth Amendment to Repurchase Agreement, attached hereto as Exhibit 99.13.

No additional shares were pledged by the Reporting Persons in connection with the foregoing transactions. The purposes of the foregoing transactions were to (i) extend the maturity of the aforementioned VPFs and Securities Sale and Repurchase Agreement, without increasing the aggregate number of shares pledged by the Reporting Persons, (ii) continue to permit the Reporting Persons to participate in any price appreciation of the Issuer's common stock, within certain levels, and (iii) obtain additional liquidity from the Securities Sale and Repurchase Agreement. The foregoing description of the VPFs and Amendment is qualified in its entirety by reference to the text of these agreements, which are filed herewith as Exhibits 99.9 through 99.13.

Item 7. Material to be Filed as Exhibits.

Exhibit 99.1	Joint Filing Agreement, dated October 7, 2013, by and among the Reporting Persons, incorporated by reference to Exhibit 1 of Schedule 13D/A filed with the Securities and Exchange Commission on October 8, 2013
Exhibit 99.2	Power of Attorney of M Capital Group Investors II, LLC, incorporated by reference to Exhibit 2 of Schedule 13D/A filed with the Securities and Exchange Commission on October 8, 2013
Exhibit 99.3	Power of Attorney of Lyndee Moyes Nester, incorporated by reference to Exhibit 3 of Schedule 13D/A filed with the Securities and Exchange Commission on October 8, 2013
Exhibit 99.4	Power of Attorney of Cactus Holding Company, LLC, incorporated by reference to Exhibit 2 of Schedule 13D filed with the Securities and Exchange Commission on July 5, 2011
Exhibit 99.5	Power of Attorney of Cactus Holding Company II, LLC, incorporated by reference to Exhibit 3 of Schedule 13D filed with the Securities and Exchange Commission on July 5, 2011
Exhibit 99.6	Power of Attorney of M Capital Group Investors, LLC, incorporated by reference to Exhibit 4 of Schedule 13D filed with the Securities and Exchange Commission on July 5, 2011
Exhibit 99.7	Power of Attorney of Jerry Moyes, Vickie Moyes, and the Jerry and Vickie Moyes Family Trust, incorporated by reference to Exhibit 2 of Schedule 13G filed with the Securities and Exchange Commission on December 23, 2010
Exhibit 99.8	Power of Attorney of Michael Moyes, incorporated by reference to Exhibit 3 of Schedule 13G filed with the Securities and Exchange Commission on December 23, 2010
Exhibit 99.9	Third Amended and Restated Supplemental Confirmation between Citigroup Global Markets Inc. and Cactus Holding Company, LLC, dated November 16, 2017
Exhibit 99.10	Second Amended and Restated May 2016 Supplemental Confirmation between Citigroup Global Markets Inc. and Cactus Holding Company, LLC, dated November 16, 2017
Exhibit 99.11	Fifth Amended and Restated Transaction 1 Supplemental Confirmation between Citibank, N.A. and M Capital Group Investors II, LLC, dated November 16, 2017
Exhibit 99.12	Second Amended and Restated Transaction 1 Supplemental Confirmation between Citigroup Global Markets Inc. and M Capital Group Investors II, LLC, dated November 16, 2017
Exhibit 99.13	Fourth Amendment to Repurchase Agreement between Cactus Holding Company II, LLC, and Citigroup Global Markets Limited, represented by Citigroup Global Markets Inc. as its agent, dated November 16, 2017

SIGNATURE

After reasonable inquiry and to the best of the undersigned's knowledge and belief, the undersigned hereby certifies that the information set forth herein is true, complete, and correct, and that this statement is filed on behalf of the undersigned and the other signatories hereto.

JERRY MOYES, individually

/s/ Jerry Moyes, by Earl H. Scudder, attorney-in-fact, pursuant to a Power of Attorney previously filed

VICKIE MOYES, individually

/s/ Vickie Moyes, by Earl H. Scudder, attorney-in-fact, pursuant to a Power of Attorney previously filed

JERRY AND VICKIE MOYES FAMILY TRUST DATED 12/11/87, by Jerry Moyes, as co-trustee

/s/ Jerry Moyes, by Earl H. Scudder, attorney-in-fact, pursuant to a Power of Attorney previously filed

JERRY AND VICKIE MOYES FAMILY TRUST DATED 12/11/87, by Vickie Moyes, as co-trustee

/s/ Vickie Moyes, by Earl H. Scudder, attorney-in-fact, pursuant to a Power of Attorney previously filed

CACTUS HOLDING COMPANY II, LLC, by Vickie Moyes, as co-trustee of the Jerry and Vickie Moyes Family Trust, its Manager

/s/ Vickie Moyes, by Earl H. Scudder, attorney-in-fact, pursuant to a Power of Attorney previously filed

M CAPITAL GROUP INVESTORS, LLC, by Jerry Moyes, as co-trustee of the Jerry and Vickie Moyes Family Trust, its Manager

/s/ Jerry Moyes, by Earl H. Scudder, attorney-in-fact, pursuant to a Power of Attorney previously filed

CACTUS HOLDING COMPANY, LLC, by Vickie Moyes, as co-trustee of the Jerry and Vickie Moyes Family Trust, its Manager

/s/ Vickie Moyes, by Earl H. Scudder, attorney-in-fact, pursuant to a Power of Attorney previously filed

M CAPITAL GROUP INVESTORS II, LLC, by Jerry Moyes, as co-trustee of the Jerry and Vickie Moyes Family Trust, its Manager

/s/ Jerry Moyes, by Earl H. Scudder, attorney-in-fact, pursuant to a Power of Attorney previously filed

MICHAEL MOYES, individually

/s/ Michael Moyes, by Earl H. Scudder, attorney-in-fact, pursuant to a Power of Attorney previously filed

LYNDEE MOYES NESTER, individually

/s/ Lyndee Moyes Nester, by Earl H. Scudder, attorney-in-fact, pursuant to a Power of Attorney previously filed

Dated: November 20, 2017

Exhibit 99.9

THIRD AMENDED AND RESTATED SUPPLEMENTAL CONFIRMATION

Date:	November 16, 2017
To:	Cactus Holding Company, LLC 2200 South 75th Avenue Phoenix, AZ 85043
Attn:	Vicki Plein
From:	Citigroup Global Markets Inc.
Fax No.:	212-615-8985
Reference Number:	To be advised by CGMI

The purpose of this Third Amended and Restated Supplemental Confirmation is to amend and restate the terms and conditions of the Transaction entered into between Citigroup Global Markets Inc. ("CGMI") and Cactus Holding Company, LLC ("Counterparty") on November 18, 2016 (such date, the "Second Amendment and Restatement Date" and such transaction, the "Second Amended and Restated Transaction"), which amended and restated the Transaction entered into between CGMI and Counterparty on May 18, 2016 (such date, the "First Amendment and Restatement Date" and such transaction, the "First Amended and Restated Transaction"), which amended and restated the Transaction entered into between CGMI and Counterparty on October 30, 2015 (the "Original Transaction"). This Third Amended and Restated Supplemental Confirmation, dated November 16, 2017 (the "Third Amendment and Restatement Date"), amends and restates in its entirety the Second Amended and Restated Supplemental Confirmation, dated November 18, 2016 (the "Second Amended and Restated Supplemental Confirmation"), and is subject to the Master Confirmation specified below. All references to the Second Amended and Restated Supplemental Confirmation, the Amended and Restated Supplemental Confirmation, dated May 18, 2016 (the "First Amended and Restated Supplemental Confirmation"), the Supplemental Confirmation, dated October 30, 2015 (the "Original Supplemental Confirmation") in the Master Confirmation or in any other documentation between the parties shall be to this Third Amended and Restated Supplemental Confirmation. Each party repeats to the other party the representations and warranties set forth in the Master Confirmation or in the Agreement (as defined in the Master Confirmation) (as if the Third Amendment and Restatement Date were the Trade Date, the date the parties entered into a Transaction and the date of the Master Confirmation). This Third Amended and Restated Supplemental Confirmation is a binding contract between CGMI and Counterparty as of the relevant Trade Date for the Transaction referenced below.

1. This Third Amended and Restated Supplemental Confirmation supplements, forms part of, and is subject to the Master Terms and Conditions for Prepaid Variable Share Forward Transactions dated as of October 30, 2015 between CGMI and Counterparty (as amended and supplemented from time to time, the "Master Confirmation"). All provisions contained in the Agreement (as modified and as defined in the Master Confirmation) shall govern this Third Amended and Restated Supplemental Confirmation, except as expressly modified below, and capitalized terms used but not defined herein shall have the meanings specified in the Master Confirmation.

2. The terms of the Transaction to which this Third Amended and Restated Supplemental Confirmation relates are as follows:

Trade Date:	October 30, 2015
Third Amendment and Restatement Date:	November 16, 2017
Prepayment Date:	The later of (i) the Trade Date and (ii) the first date on which all of the conditions to effectiveness set forth in the Master Confirmation have been satisfied or waived, as determined by CGMI in its reasonable discretion; provided that if CGMI determines, in its reasonable discretion, that it is impracticable for CGMI to deliver the Prepayment Amount by close of business on such date, the Prepayment Date shall be the Currency Business Day immediately following such date. CGMI shall be deemed to have satisfied its obligation to deliver the Prepayment Amount to Counterparty upon the wiring of the Prepayment Amount to an account in the name of Cactus Holding Company II, LLC in accordance with the wire instructions provided by Counterparty.
Prepayment Amount:	USD 48,300,000
Letter Agreement Reference Price:	USD 15.0205
Counterparty Second Amendment Payment Amount:	USD 5,250,000. Counterparty agrees to pay CGMI the Counterparty Second Amendment Payment Amount on the Counterparty Second Amendment Payment Date.
Counterparty Second Amendment Payment Date:	The Currency Business Day immediately following the Second Amendment and Restatement Date.
Amendment and Restatement Reference Price:	USD 38.19
Forward Floor Price:	USD 36.14
Forward Cap Price:	USD 44.55
Final Disruption Date:	August 30, 2018

For each Component of the Transaction, the Scheduled Valuation Date and Number of Shares (reflecting adjustments through the Third Amendment and Restatement Date) is set forth below:

Component Number	Scheduled Valuation Date	Number of Shares
1	August 14, 2018	792,000
2	August 15, 2018	792,000
3	August 16, 2018	792,000

3. For purposes of all Transactions under the Master Confirmation, Section 8(f)(ii) is hereby amended by replacing it in its entirety with the following:

Hire Act Protocols. The parties agree that the definitions and provisions contained in the 2015 Section 871(m) Protocol as published by the International Swaps and Derivatives Association, Inc. are incorporated into and apply to the Agreement solely for purposes of this Master Confirmation as if set forth in full herein.

Counterparty hereby agrees (a) to check this Third Amended and Restated Supplemental Confirmation carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified and (b) to confirm that the foregoing correctly sets forth the terms of the agreement between us with respect to the particular Transaction to which this Third Amended and Restated Supplemental Confirmation relates by manually signing this Third Amended and Restated Supplemental Confirmation and providing any other information requested herein or in the Master Confirmation and immediately sending a facsimile transmission of an executed copy to us.

Yours sincerely,

CITIGROUP GLOBAL MARKETS INC.

By: /s/ James Heathcote
Authorized Representative

Confirmed as of the date first above written:

CACTUS HOLDING COMPANY, LLC
By: Jerry And Vickie Moyes Family Trust, its Manager

By:	/s/ Jerry C. Moyes
Name:	Jerry C. Moyes
Title:	Co-Trustee of the Manager

By:	/s/ Vickie Moyes
Name:	Vickie Moyes
Title:	Co-Trustee of the Manager

Back to Schedule 13D/A

Exhibit 99.10

SECOND AMENDED AND RESTATED MAY 2016 SUPPLEMENTAL CONFIRMATION

Date: November 16, 2017

To: Cactus Holding Company, LLC
2200 South 75th Avenue
Phoenix, AZ 85043

Attn: Vicki Plein

From: Citigroup Global Markets Inc.
Fax No.: 212-615-8985

Reference Number: To be advised by CGMI

The purpose of this Second Amended and Restated May 2016 Supplemental Confirmation is to amend and restate the terms and conditions of the Transaction entered into between Citigroup Global Markets Inc. ("CGMI") and Cactus Holding Company, LLC ("Counterparty") on November 18, 2016 (such date, the "First Amendment and Restatement Date" and such transaction, the "First Amended and Restated Transaction"), which amended and restated the Transaction entered into between CGMI and Counterparty on May 18, 2016 (the "Original Transaction"). This Second Amended and Restated May 2016 Supplemental Confirmation, dated November 16, 2017 (the "Second Amendment and Restatement Date"), amends and restates in its entirety the Amended and Restated May 2016 Supplemental Confirmation, dated November 18, 2016 (the "First Amended and Restated Supplemental Confirmation"), and is subject to the Master Confirmation specified below. All references to the First Amended and Restated Supplemental Confirmation or the May 2016 Supplemental Confirmation, dated May 18, 2016 (the "Original Supplemental Confirmation") in the Master Confirmation or in any other documentation between the parties shall be to this Second Amended and Restated May 2016 Supplemental Confirmation. Each party repeats to the other party the representations and warranties set forth in the Master Confirmation or in the Agreement (as defined in the Master Confirmation) (as if the Second Amendment and Restatement Date were the Trade Date, the date the parties entered into a Transaction and the date of the Master Confirmation). This Second Amended and Restated May 2016 Supplemental Confirmation is a binding contract between CGMI and Counterparty as of the relevant Trade Date for the Transaction referenced below.

1. This Second Amended and Restated May 2016 Supplemental Confirmation supplements, forms part of, and is subject to the Master Terms and Conditions for Prepaid Variable Share Forward Transactions dated as of October 30, 2015 between CGMI and Counterparty (as amended and supplemented from time to time, the "Master Confirmation"). All provisions contained in the Agreement (as modified and as defined in the Master Confirmation) shall govern this Second Amended and Restated May 2016 Supplemental Confirmation, except as expressly modified below, and capitalized terms used but not defined herein shall have the meanings specified in the Master Confirmation.

2. The terms of the Transaction to which this Second Amended and Restated May 2016 Supplemental Confirmation relates are as follows:

Trade Date:	May 18, 2016
Second Amendment and Restatement Date:	November 16, 2017
Initial Prepayment Amount:	USD 58,353,518.32. Counterparty directs, and CGMI agrees to pay, the Initial Prepayment Amount to the Collateral Account (as defined in the Pledge Agreement) and from there in accordance with the terms of the May 2016 Irrevocable Instruction Letter dated as of May 18, 2016 between CGMI, Cactus Holding Company II, LLC and Deutsche Bank Trust Company Americas.
Second Prepayment Date:	The Currency Business Day following the Trade Date.
Second Prepayment Amount:	USD 20,098,386.48. Counterparty directs, and CGMI agrees to pay, the Second Prepayment Amount to Citibank, N.A. on the Second Prepayment Date.
Third Prepayment Date:	The Currency Business Day following the first date on which CGMI shall have received as additional "Collateral" under and in accordance with the terms of the Security Agreement an aggregate number of "Class A Shares" in book-entry form through the Clearance System and "Class B Shares" in certificated form in the name of Counterparty that equals the Number of Shares under this Transaction.
Third Prepayment Amount:	USD 13,475,793.63. CGMI shall pay the Third Prepayment Amount to Counterparty on the Third Prepayment Date.
Reference Price:	USD 14.7265
Amendment and Restatement Reference Price:	USD 38.19
Forward Floor Price:	USD 38.00
Forward Cap Price:	USD 45.00
Final Disruption Date:	August 30, 2018

For each Component of the Transaction, the Scheduled Valuation Date and Number of Shares (reflecting adjustments through the Second Amendment and Restatement Date) is set forth below:

Component Number	Scheduled Valuation Date	Number of Shares
1	August 14, 2018	1,681,436
2	August 15, 2018	1,681,436
3	August 16, 2018	1,681,436

3. For purposes of all Transactions under the Master Confirmation, the definition of "Shares" and "Issuer" are hereby amended by replacing "Shares" in its entirety with the following:

Shares:	The Class A common stock, par value $0.01 per share, of Knight-Swift Transportation Holdings Inc. (f/k/a Swift Transportation Company) (the "Issuer").

4. For purposes of all Transactions under the Master Confirmation, Section 2 of the Master Confirmation is hereby amended by replacing the provisions for "Settlement Method Election", "Electing Party" and the introductory paragraph of "Conditions to Physical Settlement" with the following:

Settlement Method Election:	Applicable; provided that (i) if Counterparty wishes to elect that Cash Settlement apply to some Components and Physical Settlement apply to the other Components, it shall notify

CGMI of the number of Components to which Cash Settlement shall apply and whether Cash Settlement shall apply to (a) that number of consecutive Components starting with the first Component or (b) that number of consecutive Components ending with the last Component and (ii) Counterparty shall be entitled to elect Physical Settlement for any Component only if the "Conditions to Physical Settlement" below are satisfied or waived by CGMI prior to the first Scheduled Valuation Date of any Component of such Transaction to which Physical Settlement is applicable (and, if such conditions are not satisfied or waived, Cash Settlement shall apply notwithstanding any election by Counterparty).

Electing Party:	Counterparty.
Conditions to Physical Settlement:	Counterparty shall be entitled to elect Physical Settlement in whole or in part only if Counterparty shall have caused each of the following conditions to be satisfied to CGMI's satisfaction or CGMI has waived such conditions:

5. For purposes of all Transactions under the Master Confirmation, the definition of "Settlement Price" is hereby amended by replacing it in its entirety with the following:

Settlement Price: The volume-weighted average price per Share on the relevant Valuation Date, as reasonably determined by the Calculation Agent by reference to the Bloomberg Page "KNX US <equity> AQR_SEC <Go>" (or any successor page thereto); provided that, if such price is not so reported for any reason or is, in the Calculation Agent's reasonable discretion, erroneous, the Settlement Price shall be determined by the Calculation Agent in good faith and a commercially reasonable manner.

6. For purposes of all Transactions under the Master Confirmation, the "Share Adjustments" provision is hereby amended by:

(a) Replacing the "Dividend Adjustments" provision in its entirety with the following; and

Dividend Adjustments: If at any time during the period from, but excluding, the Trade Date to, and including, a Valuation Date, an ex-dividend date for an Ordinary Cash Dividend to the extent it is an Excess Cash Dividend or for any dividend or distribution that is not an Ordinary Cash Dividend occurs with respect to the Shares (whether cash or non-cash and including any spin-off or other similar transaction) (a "Relevant Distribution"), then, except as provided in the next sentence, the Calculation Agent will adjust one or more of the Forward Floor Price, the Forward Cap Price, the Number of Shares or any other variable relevant to the valuation, settlement, payment or other terms of such Component to reflect the impact of such dividend or distribution on the theoretical value of such Component. In the case of a Relevant Distribution that is an Excess Cash Dividend, Counterparty may elect, by written notice to CGMI no later than the fifth Scheduled Trading Day immediately preceding the ex-dividend date for such Relevant Distribution, that, in lieu of the adjustment provided in the preceding sentence, Counterparty shall pay CGMI, on the date such Relevant Distribution is paid by the Issuer, an amount equal to the amount of such Relevant Distribution *multiplied by* the aggregate Number of Shares underlying each Transaction on the relevant ex-dividend date.

(b) Adding the following provisions immediately after the "Dividend Adjustments" provision;

Ordinary Cash Dividend: Any cash dividend or distribution that the Calculation Agent determines is an ordinary, quarterly cash dividend.

Excess Cash Dividend: Any Ordinary Cash Dividend to the extent such Ordinary Cash Dividend, together with any other Ordinary Cash Dividend with an ex-dividend date in the same calendar quarter, exceeds the applicable Contractual Dividend.

Contractual Dividend: USD 0.06 for each calendar quarter prior to June 30, 2018 and USD 0 for each calendar quarter thereafter (subject to adjustment by the Calculation Agent in its sole discretion in accordance with Calculation Agent Adjustment to account for any Potential Adjustment Event or Extraordinary Event and subject to adjustment by the Calculation Agent in its sole discretion to account for any change to the timing and/or frequency of payment of the Issuer's regular dividend).

6. For purposes of all Transactions under the Master Confirmation, Section 4 of the Master Confirmation is hereby amended by replacing clause (d) with the following:

(d) Counterparty shall have caused (i)(x) Cactus Holding Company III, LLC ("Cactus III"), as the sole member of Counterparty and (y) Jerry C. Moyes, Vickie Moyes and the JVM Trust (as defined below), as the sole members of Cactus III ("Members of Cactus III"), to deliver to CGMI, on or prior to the Trade Date, one or more guaranties in form and substance satisfactory to CGMI (as amended, modified, supplemented, replaced or restated, each a "Guaranty") and (ii) each of Cactus III, each Member of Cactus III and the manager of Counterparty to deliver to CGMI, on the Trade Date, one or more letter agreements in form and substance satisfactory to CGMI (as amended, modified, supplemented, replaced or restated, each a "Letter Agreement");

7. For purposes of all Transactions under the Master Confirmation, Section 6 of the Master Confirmation is hereby amended by replacing clause (r) with the following:

(r) Exhibit A to the Operating Agreement for Cactus Holding Company, LLC, an Alaska limited liability company, made and entered into effective as of December 27, 2010, as amended on May 18, 2016 (the "Operating Agreement") by and between Counterparty and Cactus III, as the sole member, describes the membership and the percentage ownership of such member in Counterparty and is true, complete and accurate on the date hereof and any date any necessary action was taken to authorize the execution, delivery and performance of the Transaction (any such date, an "Authorization Date").

8. For purposes of all Transactions under the Master Confirmation, Section 6 of the Master Confirmation is hereby amended by replacing clause (u) with the following:

(u) Counterparty will take all reasonable steps to continue its identity as a separate legal entity and to make it apparent to any third Person (as defined in the Pledge Agreement) (including Cactus III's and the Members of Cactus III's creditors) that Counterparty is an entity with assets and liabilities distinct from those of Cactus III and the Members of Cactus III and that Counterparty is not identical with Cactus III or the Members of Cactus III or any other Person (as defined in the Pledge Agreement). Without limiting the generality of the foregoing, Counterparty will (i) conduct its business in its own name and comply in all respects with the requirements and limitations of its corporate powers set forth in the Operating Agreement and all organizational formalities necessary to maintain its separate existence; (ii) not incur, create or assume any indebtedness other than its obligations under the Transactions or otherwise engage, directly or indirectly, in any activities other than those required under the Transactions or related to Counterparty's performance of its obligations thereunder (for the avoidance of doubt, Counterparty shall not be considered to be indirectly involved in any activities by affiliates of Counterparty in which Counterparty has no interest and has no involvement as owner, participant, guarantor, pledgor or otherwise); provided that, notwithstanding anything in this Section 6(u)(ii) to the contrary, Counterparty may (x) engage in a financing transaction in which Counterparty acquires securities or cash to settle or terminate its obligations hereunder with CGMI's prior written consent, which consent shall not be unreasonably withheld (it being understood that CGMI's non-participation in the financing as lender, underwriter, or otherwise shall not be reasonable grounds for withholding such consent), (y) (1) accept Shares as distributions in respect of its equity interest in M Capital Group Investors, LLC ("M Capital"), (2) distribute such Shares to Cactus III or deliver such Shares to Cactus III as gifts, (3) accept additional Shares from Cactus III as equity contributions and make an equity contribution of such Shares to M Capital, in each case in accordance with the terms of the Operating Agreement and only to the extent that Counterparty does not incur, create or assume any indebtedness in connection therewith and such action is otherwise in compliance with applicable law, and (z) distribute proceeds received from this Transaction to Cactus III; (iii) continue to be validly existing as a limited liability company in good standing under the laws of Alaska; (iv) not, to the fullest extent permitted by law, take any action within its control to dissolve, liquidate, consolidate, merge, transfer ownership of its interests or sell substantially all its assets; (v) not commingle its funds and assets with those of Cactus III or any of the Members of Cactus III; (vi) not enter into any business transaction with Cactus III, any of the Members of Cactus III or the Issuer, except that Counterparty may (w) accept Shares as distributions in respect of its equity interest in M Capital, (x) distribute such Shares to Cactus III or deliver such Shares to Cactus III as gifts, (y) accept additional Shares from Cactus III as equity contributions and make an equity contribution of such Shares to M Capital, in each case in accordance with the terms of the Operating Agreement and only to the extent that Counterparty does not incur, create or assume any indebtedness in connection therewith and such action is otherwise in compliance with applicable law, and (z) distribute proceeds received from this Transaction to Cactus III; (vii) notify CGMI if any material amendment, alteration, or change is made to the Operating Agreement; (viii) correct any known misunderstanding regarding its separate identity; (ix) pay from its own assets all obligations of any kind incurred by Counterparty including the salaries of its own employees, agents and manager; (x) maintain financial statements and reports, corporate records, books of account, stationery, invoices and business forms separate from those of any other Person, Cactus III or any Member of Cactus III and (xi) file its own tax returns and perform tax reporting as may be required under applicable law. Neither Counterparty, on the one hand, nor any of Cactus III or any Member of Cactus III, on the other hand, will (1) guarantee the debts or obligations of the other, (2) pledge, grant a security interest in, or lien upon, its assets for the benefit of the other or (3) be responsible, or hold itself out to be responsible, for the debts or obligations of the other or the decisions or actions respecting the daily business and affairs of the other, in each case other than (y) each Guaranty and (z) the performance of the JVM Trust's role as manager of Counterparty.

9. For purposes of all Transactions under the Master Confirmation, Section 9 of the Master Confirmation is hereby amended by replacing clause (a) with the following:

(a) Credit Support Documents; Credit Support Providers. Credit Support Document means, (i) in relation to Counterparty, the Pledge Agreement, each Guaranty and each Letter Agreement, and (ii) in relation to CGMI, none. Credit Support Provider means, in relation to Counterparty, Cactus III, each Member of Cactus III and, in relation to CGMI, none.

10. For purposes of all Transactions under the Master Confirmation, the Pledge Agreement is hereby amended by:

(a) Replacing the definition of "Collateral Account" with the following:

"Collateral Account" means a securities account (as defined in Section 8-501 of the UCC) maintained in the name of the Pledgor by the Custodian with the account number 768-70618-1-7 or any successor or additional account or accounts (whether maintained by the Custodian or another financial institution) in or to which any Collateral is now or hereafter held or credited.

(b) References to “Class B Restrictions” and “Class B Shares” in the Pledge Agreement shall be deleted in each place they appear;

(c) Replacing the definition of “Specified Dividend” with the following:

“Specified Dividend” means any Relevant Distribution (as defined in the Confirmation) (i) that is an Excess Cash Dividend (as defined in the Confirmation) and (ii) in respect of which the Pledgor has elected, in accordance with the terms of the Confirmation, to pay CGMI an amount equal to the amount of such Relevant Distribution in lieu of CGMI making the adjustments provided for in the Confirmation.

; and

(d) Adding the following at the end of Section 3(k) in the Pledge Agreement:

If the Pledgor receives an Ordinary Cash Dividend and has not yet caused the Distribution to be delivered in accordance with Section 3(g), (A) CGMI shall, unless an Event of Default has occurred and is continuing or an Early Termination Date has been designated, direct the Pledgor that it may keep the portion of such Ordinary Cash Dividend that is not an Excess Cash Dividend and (B) Pledgor shall immediately deliver the remainder of such Ordinary Cash Dividend in accordance with Section 3(g). If CGMI receives an Ordinary Cash Dividend in the Collateral Account, CGMI shall, unless an Event of Default has occurred and is continuing or an Early Termination Date has been designated, promptly deliver the portion of such Ordinary Cash Dividend that is not an Excess Cash Dividend to Pledgor and, upon such delivery, the Lien on such portion of such Ordinary Cash Dividend shall be released.

Counterparty hereby agrees (a) to check this Second Amended and Restated May 2016 Supplemental Confirmation carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified and (b) to confirm that the foregoing correctly sets forth the terms of the agreement between us with respect to the particular Transaction to which this Second Amended and Restated May 2016 Supplemental Confirmation relates by manually signing this Second Amended and Restated May 2016 Supplemental Confirmation and providing any other information requested herein or in the Master Confirmation and immediately sending a facsimile transmission of an executed copy to us.

Yours sincerely,

CITIGROUP GLOBAL MARKETS INC.

By: /s/ James Heathcote
Authorized Representative

Confirmed as of the date first above written:

CACTUS HOLDING COMPANY, LLC
By: Jerry And Vickie Moyes Family Trust, its Manager

By:	/s/ Jerry C. Moyes
Name:	Jerry C. Moyes
Title:	Co-Trustee of the Manager

By:	/s/ Vickie Moyes
Name:	Vickie Moyes
Title:	Co-Trustee of the Manager

Back to Schedule 13D/A

Exhibit 99.11

FIFTH AMENDED AND RESTATED TRANSACTION 1 SUPPLEMENTAL CONFIRMATION

Date: November 16, 2017

To: M Capital Group Investors II, LLC
2200 South 75th Avenue
Phoenix, AZ 85043

Attn: Vicki Plein

From: Citibank, N.A.
Fax No.: 212-615-8985

Reference Number: NECOM7958825

The purpose of this Fifth Amended and Restated Transaction 1 Supplemental Confirmation is to amend and restate the terms and conditions of the Transaction entered into between Citibank, N.A. ("Citibank") and M Capital Group Investors II, LLC ("Counterparty") on November 18, 2016 (such date, the "Fourth Amendment and Restatement Date" and such transaction, the "Fourth Amended and Restated Transaction"), which amended and restated the Transaction entered into between Citibank and Counterparty on May 18, 2016 (such date, the "Third Amendment and Restatement Date" and such transaction, the "Third Amended and Restated Transaction"), which amended and restated the Transaction entered into between Citibank and Counterparty on October 30, 2015 (such date, the "Second Amendment and Restatement Date" and such transaction, the "Second Amended and Restated Transaction"), which amended and restated the Transaction entered into between Citibank and Counterparty on February 18, 2015 (the "First Amended and Restated Transaction"), which amended and restated the Transaction entered into between Citibank and Counterparty on October 29, 2013 (the "Original Transaction"). This Fifth Amended and Restated Transaction 1 Supplemental Confirmation, dated November 16, 2017 (the "Fifth Amendment and Restatement Date"), amends and restates in its entirety the Fourth Amended and Restated Transaction 1 Supplemental Confirmation, dated November 18, 2016 (the "Fourth Amended and Restated Transaction 1 Supplemental Confirmation"), and is subject to the Master Confirmation specified below. All references to the Fourth Amended and Restated Transaction 1 Supplemental Confirmation, the Third Amended and Restated Transaction 1 Supplemental Confirmation, dated May 19, 2016 (the "Third Amended and Restated Transaction 1 Supplemental Confirmation"), the Second Amended and Restated Transaction 1 Supplemental Confirmation, dated October 30, 2015 (the "Second Amended and Restated Transaction 1 Supplemental Confirmation"), the Amended and Restated Transaction 1 Supplemental Confirmation, dated February 18, 2015 (the "First Amended and Restated Transaction 1 Supplemental Confirmation") or the Transaction 1 Supplemental Confirmation, dated October 29, 2013 (the "Original Transaction 1 Supplemental Confirmation") in the Master Confirmation or in any other documentation between the parties shall be to this Fifth Amended and Restated Transaction 1 Supplemental Confirmation. Each party repeats to the other party the representations and warranties set forth in the Master Confirmation or in the Agreement (as defined in the Master Confirmation) (as if the Fifth Amendment and Restatement Date were the Trade Date, the date the parties entered into a Transaction and the date of the Master Confirmation). This Fifth Amended and Restated Transaction 1 Supplemental Confirmation is a binding contract between Citibank and Counterparty as of the relevant Trade Date for the Transaction referenced below.

1. This Fifth Amended and Restated Transaction 1 Supplemental Confirmation supplements, forms part of, and is subject to the Master Terms and Conditions for Prepaid Variable Share Forward Transactions dated as of October 29, 2013 between Citibank and Counterparty (as amended and supplemented from time to time, the "Master Confirmation"). All provisions contained in the Agreement (as modified and as defined in the Master Confirmation) shall govern this Fifth Amended and Restated Transaction 1 Supplemental Confirmation, except as expressly modified below, and capitalized terms used but not defined herein shall have the meanings specified in the Master Confirmation.

2. The terms of the Transaction to which this Fifth Amended and Restated Transaction 1 Supplemental Confirmation relates are as follows:

Trade Date:	October 29, 2013
Fifth Amendment and Restatement Date:	November 16, 2017
Initial Exchange Date:	October 29, 2013
Counterparty Initial Payment Amount:	An amount in USD equal to (i) the aggregate Number of Shares for all Components *multiplied by* (ii) the Forward Floor Price for the Original Transaction *multiplied by* (iii) the Initial Amount Factor. Counterparty shall pay the Counterparty Initial Payment Amount to Citibank on the Initial Exchange Date.
Citibank Initial Delivery Amount:	9,732,894 Shares. Citibank shall deliver the Citibank Initial Delivery Amount to Counterparty on the Initial Exchange Date. Section 9.4 of the Equity Definitions shall apply to such delivery date as if it were a Settlement Date.
Citibank Initial Payment Amount:	An amount in USD equal to (i) the aggregate Number of Shares for all Components *multiplied by* (ii) the Forward Floor Price for the Original Transaction *multiplied by* (iii) the Initial Amount Factor. Citibank shall pay the Citibank Initial Payment Amount to Counterparty on the Initial Exchange Date.
Initial Amount Factor:	80.9890%
Initial Reference Price:	USD 22.54
Amendment and Restatement Reference Price:	USD 38.19
Forward Floor Price:	USD 36.14
Forward Cap Price:	USD 44.55
Cap Ratio:	Not Applicable
Final Disruption Date:	September 25, 2018
Counterparty Second Amendment Payment Amount:	USD 18,500,000
Counterparty Second Amendment Payment Date:	The Second Amendment and Restatement Date; provided that, if Citibank determines, in its reasonable discretion, that it is impracticable for Counterparty to deliver the Counterparty Second Amendment Payment Amount by close of business on the Second Amendment and Restatement Date, then the Counterparty Second Amendment Payment Date shall be the Currency Business Day immediately following the Second Amendment and Restatement Date.
Letter Agreement Reference Price:	USD 15.0205
Counterparty Fourth Amendment Payment Amount:	USD 21,750,000. Counterparty agrees to pay Citibank the Counterparty Fourth Amendment Payment Amount on the Counterparty Fourth Amendment Payment Date.
Counterparty Fourth Amendment Payment Date:	The Currency Business Day immediately following the Amendment and Restatement Date.

For each Component of the Transaction, the Scheduled Valuation Date and Number of Shares (reflecting adjustments through the Fifth Amendment and Restatement Date) is set forth below:

Component Number	Scheduled Valuation Date	Number of Shares
1	August 14, 2018	493,200
2	August 15, 2018	493,200
3	August 16, 2018	493,200
4	August 17, 2018	493,200
5	August 20, 2018	493,200
6	August 21, 2018	493,200
7	August 22, 2018	493,200
8	August 23, 2018	493,200
9	August 24, 2018	493,200
10	August 27, 2018	493,200
11	August 28, 2018	493,200
12	August 29, 2018	493,200
13	August 30, 2018	493,200
14	August 31, 2018	493,200
15	September 4, 2018	493,200
16	September 5, 2018	493,200
17	September 6, 2018	493,200
18	September 7, 2018	493,200
19	September 10, 2018	493,200
20	September 11, 2018	493,200

3. For purposes of all Transactions under the Master Confirmation, the definition of "Shares" and "Issuer" are hereby amended by replacing "Shares" in its entirety with the following:

Shares: The Class A common stock, par value $0.01 per share, of Knight-Swift Transportation Holdings Inc. (f/k/a Swift Transportation Company) (the "Issuer").

4. For purposes of all Transactions under the Master Confirmation, the definition of "Settlement Price" is hereby amended by replacing it in its entirety with the following:

Settlement Price: The volume-weighted average price per Share on the relevant Valuation Date, as reasonably determined by the Calculation Agent by reference to the Bloomberg Page "KNX US <equity> AQR_SEC <Go>" (or any successor page thereto); provided that, if such price is not so reported for any reason or is, in the Calculation Agent's reasonable discretion, erroneous, the Settlement Price shall be determined by the Calculation Agent in good faith and a commercially reasonable manner.

5. For purposes of all Transactions under the Master Confirmation, the "Share Adjustments" provision is hereby amended by:

(a) Replacing the "Dividend Adjustments" provision in its entirety with the following; and

Dividend Adjustments: If at any time during the period from, but excluding, the Trade Date to, and including, a Valuation Date, an ex-dividend date for an Ordinary Cash Dividend to the extent it is an Excess Cash Dividend or for any dividend or distribution that is not an Ordinary Cash Dividend occurs with respect to the Shares (whether cash or non-cash and including any spin-off or other similar transaction) (a "Relevant Distribution"), then, except as provided in the next sentence, the Calculation Agent will adjust one or more of the Forward Floor Price, the Forward Cap Price, the Number of Shares or any other variable relevant to the valuation, settlement, payment or other terms of such Component to reflect the impact of such dividend or distribution on the theoretical value of such Component. In the case of a Relevant Distribution that is an Excess Cash Dividend, Counterparty may elect, by written notice to Citibank no later than the fifth Scheduled Trading Day immediately preceding the ex-dividend date for such Relevant Distribution, that, in lieu of the adjustment provided in the preceding sentence, Counterparty shall pay Citibank, on the date such Relevant Distribution is paid by the Issuer, an amount equal to the amount of such Relevant Distribution *multiplied by* the aggregate Number of Shares underlying each Transaction on the relevant ex-dividend date.

(b) Adding the following provisions immediately after the "Dividend Adjustments" provision;

Ordinary Cash Dividend:	Any cash dividend or distribution that the Calculation Agent determines is an ordinary, quarterly cash dividend.
Excess Cash Dividend:	Any Ordinary Cash Dividend to the extent such Ordinary Cash Dividend, together with any other Ordinary Cash Dividend with an ex-dividend date in the same calendar quarter, exceeds the applicable Contractual Dividend.
Contractual Dividend:	USD 0.06 for each calendar quarter prior to June 30, 2018 and USD 0 for each calendar quarter thereafter (subject to adjustment by the Calculation Agent in its sole discretion in accordance with Calculation Agent Adjustment to account for any Potential Adjustment Event or Extraordinary Event and subject to adjustment by the Calculation Agent in its sole discretion to account for any change to the timing and/or frequency of payment of the Issuer's regular dividend).

6. Hire Act Protocols. For purposes of all Transactions under the Master Confirmation, the parties agree that the definitions and provisions contained in the 2015 Section 871(m) Protocol as published by the International Swaps and Derivatives Association, Inc. are incorporated into and apply to the Agreement solely for purposes of the Master Confirmation as if set forth in full herein.

7. For purposes of all Transactions under the Master Confirmation, Section 9(b) is hereby amended by deleting the phrase "CT Corporation System, located at 111 Eighth Avenue, New York, NY 10011" and replacing it with "Capitol Services, Inc., located at 1219 Central Avenue, Suite 100, Albany NY 12205".

8. For purposes of all Transactions under the Master Confirmation, Section 10 of the Master Confirmation is hereby amended by replacing the addresses listed in the "Addresses for notices or communication to Citibank" with the following:

Citibank, N.A.
390 Greenwich Street
New York, NY 10013
Attn: James Heathcote
Telephone: 212-723-7452
Email: james.heathcote@citi.com

with a copy to:

Citibank, N.A.
390 Greenwich Street
New York, NY 10013
Attn: Adam Muchnick
Telephone: 212-723-3850
Email: adam.muchnick@citi.com

9. For purposes of all Transactions under the Master Confirmation, the Pledge Agreement is hereby amended by:

(a) Adding the following phrase at the end of "or any Affiliate of it" in Section 6(c)(i): "or any group (within the meaning of Section 13(d) of the Exchange Act and the regulations thereunder) of which it or any Affiliate is a part";

(b) References to "Class B Restrictions" and "Class B Shares" in the Pledge Agreement shall be deleted in each place they appear;

(c) Replacing the definition of "Specified Dividend" with the following:

"Specified Dividend" means any Relevant Distribution (as defined in the Confirmation) (i) that is an Excess Cash Dividend (as defined in the Confirmation) and (ii) in respect of which the Pledgor has elected, in accordance with the terms of the Confirmation, to pay Citibank an amount equal to the amount of such Relevant Distribution in lieu of Citibank making the adjustments provided for in the Confirmation.

; and

(d) Adding the following at the end of Section 3(k) in the Pledge Agreement:

If the Pledgor receives an Ordinary Cash Dividend and has not yet caused the Distribution to be delivered in accordance with Section 3(g), (A) Citibank shall, unless an Event of Default has occurred and is continuing or an Early Termination Date has been designated, direct the Pledgor that it may keep the portion of such Ordinary Cash Dividend that is not an Excess Cash Dividend and (B) Pledgor shall immediately deliver the remainder of such Ordinary Cash Dividend in accordance with Section 3(g). If Citibank receives an Ordinary Cash Dividend in the Collateral Account, Citibank shall, unless an Event of Default has occurred and is continuing or an Early Termination Date has been designated, promptly deliver the portion of such Ordinary Cash Dividend that is not an Excess Cash Dividend to Pledgor and, upon such delivery, the Lien on such portion of such Ordinary Cash Dividend shall be released.

Counterparty hereby agrees (a) to check this Fifth Amended and Restated Transaction 1 Supplemental Confirmation carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified and (b) to confirm that the foregoing correctly sets forth the terms of the agreement between us with respect to the particular Transaction to which this Fifth Amended and Restated Transaction 1 Supplemental Confirmation relates by manually signing this Fifth Amended and Restated Transaction 1 Supplemental Confirmation and providing any other information requested herein or in the Master Confirmation and immediately sending a facsimile transmission of an executed copy to us.

Yours sincerely,

CITIBANK, N.A.

By: /s/ James Heathcote
Authorized Representative

Confirmed as of the date first above written:

M CAPITAL GROUP INVESTORS II, LLC
By: Jerry And Vickie Moyes Family Trust, its Manager

By:	/s/ Jerry C. Moyes
Name:	Jerry C. Moyes
Title:	Co-Trustee of the Manager

By:	/s/ Vickie Moyes
Name:	Vickie Moyes
Title:	Co-Trustee of the Manager

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Exhibit 99.12

SECOND AMENDED AND RESTATED TRANSACTION 1 SUPPLEMENTAL CONFIRMATION

Date:	November 16, 2017
To:	M Capital Group Investors II, LLC 2200 South 75th Avenue Phoenix, AZ 85043
Attn:	Vicki Plein
From: Fax No.:	Citigroup Global Markets Inc. 212-615-8985
Reference Number:	To be advised by CGMI

The purpose of this Second Amended and Restated Transaction 1 Supplemental Confirmation is to amend and restate the terms and conditions of the Transaction entered into between Citigroup Global Markets Inc. ("CGMI") and M Capital Group Investors II, LLC ("Counterparty") on November 18, 2016 (such date, the "First Amendment and Restatement Date" and such transaction, the "First Amended and Restated Transaction"), which amended and restated the Transaction entered into between CGMI and Counterparty on May 18, 2016 (the "Original Transaction"). This Second Amended and Restated Transaction 1 Supplemental Confirmation, dated November 16, 2017 (the "Second Amendment and Restatement Date"), amends and restates in its entirety the Amended and Restated Transaction 1 Supplemental Confirmation, dated November 18, 2016 (the "First Amended and Restated Supplemental Confirmation"), and is subject to the Master Confirmation specified below. All references to the First Amended and Restated Supplemental Confirmation or the Transaction 1 Supplemental Confirmation, dated May 18, 2016 (the "Original Supplemental Confirmation") in the Master Confirmation or in any other documentation between the parties shall be to this Second Amended and Restated Transaction 1 Supplemental Confirmation. Each party repeats to the other party the representations and warranties set forth in the Master Confirmation or in the Agreement (as defined in the Master Confirmation) (as if the Second Amendment and Restatement Date were the Trade Date, the date the parties entered into a Transaction and the date of the Master Confirmation). This Second Amended and Restated Transaction 1 Supplemental Confirmation is a binding contract between CGMI and Counterparty as of the relevant Trade Date for the Transaction referenced below.

1. This Second Amended and Restated Transaction 1 Supplemental Confirmation supplements, forms part of, and is subject to the Master Terms and Conditions for Prepaid Variable Share Forward Transactions dated as of May 18, 2016 between CGMI and Counterparty (as amended and supplemented from time to time, the "Master Confirmation"). All provisions contained in the Agreement (as modified and as defined in the Master Confirmation) shall govern this Second Amended and Restated Transaction 1 Supplemental Confirmation, except as expressly modified below, and capitalized terms used but not defined herein shall have the meanings specified in the Master Confirmation.

2. The terms of the Transaction to which this Second Amended and Restated Transaction 1 Supplemental Confirmation relates are as follows:

Trade Date:	May 18, 2016
Second Amendment and Restatement Date:	November 16, 2017
Prepayment Date:	May 19, 2016; provided that Counterparty authorizes and directs CGMI to pay the Prepayment Amount Counterparty is entitled to receive to Citibank, N.A. on Counterparty's behalf.
Prepayment Amount:	USD 161,313,613.52
Initial Reference Price:	USD 14.7265
Amendment and Restatement Reference Price:	USD 38.19

Forward Floor Price:	USD 38.00
Forward Cap Price:	USD 45.00
Final Disruption Date:	September 25, 2018

For each Component of the Transaction, the Scheduled Valuation Date and Number of Shares (reflecting adjustments through the Second Amendment and Restatement Date) is set forth below:

Component Number	Scheduled Valuation Date	Number of Shares
1	August 14, 2018	442,585
2	August 15, 2018	442,585
3	August 16, 2018	442,585
4	August 17, 2018	442,585
5	August 20, 2018	442,585
6	August 21, 2018	442,585
7	August 22, 2018	442,585
8	August 23, 2018	442,585
9	August 24, 2018	442,585
10	August 27, 2018	442,585
11	August 28, 2018	442,585
12	August 29, 2018	442,585
13	August 30, 2018	442,585
14	August 31, 2018	442,585
15	September 4, 2018	442,585
16	September 5, 2018	442,585
17	September 6, 2018	442,585
18	September 7, 2018	442,585
19	September 10, 2018	442,585
20	September 11, 2018	442,577

3. For purposes of all Transactions under the Master Confirmation, the definition of "Shares" and "Issuer" are hereby amended by replacing "Shares" in its entirety with the following:

Shares: The Class A common stock, par value $0.01 per share, of Knight-Swift Transportation Holdings Inc. (f/k/a Swift Transportation Company) (the "Issuer").

4. For purposes of all Transactions under the Master Confirmation, the definition of "Settlement Price" is hereby amended by replacing it in its entirety with the following:

Settlement Price: The volume-weighted average price per Share on the relevant Valuation Date, as reasonably determined by the Calculation Agent by reference to the Bloomberg Page "KNX US <equity> AQR_SEC <Go>" (or any successor page thereto); provided that, if such price is not so reported for any reason or is, in the Calculation Agent's reasonable discretion, erroneous, the Settlement Price shall be determined by the Calculation Agent in good faith and a commercially reasonable manner.

5. For purposes of all Transactions under the Master Confirmation, the "Share Adjustments" provision is hereby amended by:

(a) Replacing the "Dividend Adjustments" provision in its entirety with the following; and

Dividend Adjustments:	If at any time during the period from, but excluding, the Trade Date to, and including, a Valuation Date, an ex-dividend date for an Ordinary Cash Dividend to the extent it is an Excess Cash Dividend or for any dividend or distribution that is not an Ordinary Cash Dividend occurs with respect to the Shares (whether cash or non-cash and including any spin-off or other similar transaction) (a "Relevant Distribution"), then, except as provided in the next sentence, the Calculation Agent will adjust one or more of the Forward Floor Price, the Forward Cap Price, the Number of Shares or any other variable relevant to the valuation, settlement, payment or other terms of such Component to reflect the impact of such dividend or distribution on the theoretical value of such Component. In the case of a Relevant Distribution that is an Excess Cash Dividend, Counterparty may elect, by written notice to CGMI no later than the fifth Scheduled Trading Day immediately preceding the ex-dividend date for such Relevant Distribution, that, in lieu of the adjustment provided in the preceding sentence, Counterparty shall pay CGMI, on the date such Relevant Distribution is paid by the Issuer, an amount equal to the amount of such Relevant Distribution *multiplied by* the aggregate Number of Shares underlying each Transaction on the relevant ex-dividend date.

(b) Adding the following provisions immediately after the "Dividend Adjustments" provision;

Ordinary Cash Dividend:	Any cash dividend or distribution that the Calculation Agent determines is an ordinary, quarterly cash dividend.
Excess Cash Dividend:	Any Ordinary Cash Dividend to the extent such Ordinary Cash Dividend, together with any other Ordinary Cash Dividend with an ex-dividend date in the same calendar quarter, exceeds the applicable Contractual Dividend.
Contractual Dividend:	USD 0.06 for each calendar quarter prior to June 30, 2018 and USD 0 for each calendar quarter thereafter (subject to adjustment by the Calculation Agent in its sole discretion in accordance with Calculation Agent Adjustment to account for any Potential Adjustment Event or Extraordinary Event and subject to adjustment by the Calculation Agent in its sole discretion to account for any change to the timing and/or frequency of payment of the Issuer's regular dividend).

6. For purposes of all Transactions under the Master Confirmation, Section 8(f)(ii) is hereby amended by replacing it in its entirety with the following:

Hire Act Protocols. The parties agree that the definitions and provisions contained in the 2015 Section 871(m) Protocol as published by the International Swaps and Derivatives Association, Inc. are incorporated into and apply to the Agreement solely for purposes of this Master Confirmation as if set forth in full herein.

7. For purposes of all Transactions under the Master Confirmation, the Pledge Agreement is hereby amended by:

(a) References to "Class B Restrictions" and "Class B Shares" in the Pledge Agreement shall be deleted in each place they appear;

(b) Replacing the definition of "Specified Dividend" with the following:

"Specified Dividend" means any Relevant Distribution (as defined in the Confirmation) (i) that is an Excess Cash Dividend (as defined in the Confirmation) and (ii) in respect of which the Pledgor has elected, in accordance with the terms of the Confirmation, to pay CGMI an amount equal to the amount of such Relevant Distribution in lieu of CGMI making the adjustments provided for in the Confirmation.

; and

(c) Adding the following at the end of Section 3(k) in the Pledge Agreement:

If the Pledgor receives an Ordinary Cash Dividend and has not yet caused the Distribution to be delivered in accordance with Section 3(g), (A) CGMI shall, unless an Event of Default has occurred and is continuing or an Early Termination Date has been designated, direct the Pledgor that it may keep the portion of such Ordinary Cash Dividend that is not an Excess Cash Dividend and (B) Pledgor shall immediately deliver the remainder of such Ordinary Cash Dividend in accordance with Section 3(g). If CGMI receives an Ordinary Cash Dividend in the Collateral Account, CGMI shall, unless an Event of Default has occurred and is continuing or an Early Termination Date has been designated, promptly deliver the portion of such Ordinary Cash Dividend that is not an Excess Cash Dividend to Pledgor and, upon such delivery, the Lien on such portion of such Ordinary Cash Dividend shall be released.

Counterparty hereby agrees (a) to check this Second Amended and Restated Transaction 1 Supplemental Confirmation carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified and (b) to confirm that the foregoing correctly sets forth the terms of the agreement between us with respect to the particular Transaction to which this Second Amended and Restated Transaction 1 Supplemental Confirmation relates by manually signing this Second Amended and Restated Transaction 1 Supplemental Confirmation and providing any other information requested herein or in the Master Confirmation and immediately sending a facsimile transmission of an executed copy to us.

Yours sincerely,

CITIGROUP GLOBAL MARKETS INC.

By: /s/ James Heathcote
Authorized Representative

Confirmed as of the date first above written:

M CAPITAL GROUP INVESTORS II, LLC
By: Jerry And Vickie Moyes Family Trust, its Manager

By: /s/ Jerry C. Moyes
Name: Jerry C. Moyes
Title: Co-Trustee of the Manager

By: /s/ Vickie Moyes
Name: Vickie Moyes
Title: Co-Trustee of the Manager

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Exhibit 99.13

FOURTH AMENDMENT TO REPURCHASE AGREEMENT

This FOURTH AMENDMENT TO REPURCHASE AGREEMENT, dated as of November 16, 2017 (this "Amendment"), is made by and among Cactus Holding Company II, LLC, ("Cactus II") and Citigroup Global Markets Limited ("CGML"), represented by Citigroup Global Markets Inc. as its agent ("CGMI"). Capitalized terms used but not defined herein shall have the meanings assigned in the Repurchase Agreement (as defined below).

WITNESSETH:

1. Cactus II and CGML, represented by CGMI as its agent, have entered into a Securities Sale and Repurchase Agreement, dated as of May 30, 2014, as amended by the Amended & Restated Swift Transportation Company Prepaid Variable Share Forward Commitment Letter, Waiver and Amendment Agreement, dated as of October 7, 2015, between Cactus II, CGML, represented by CGMI as agent, Jerry C. Moyes, Cactus Holding Company, LLC, M Capital Group Investors II, LLC and Citibank, N.A., as amended by the Amendment to Repurchase Agreement, dated as of May 18, 2016, between Cactus II and CGML, represented by CGMI as agent, as amended by the Second Amendment to Repurchase Agreement, dated as of July 27, 2016, between Cactus II and CGML, represented by CGMI as agent, and as amended by the Third Amendment to Repurchase Agreement, dated as of November 18, 2016, between Cactus II and CGML, represented by CGMI as agent (as amended, the "Repurchase Agreement"); and

2. Cactus II and CGML have agreed to amend certain provisions of the Repurchase Agreement, upon the following terms and conditions.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS CONTAINED HEREIN, IN THE REPURCHASE AGREEMENT AND IN THE OTHER TRANSACTION DOCUMENTS, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Amendments to Repurchase Agreement. CGMI, as agent for CGML, and Cactus II hereby agree to amend the Repurchase Agreement as follows:

1.1. The reference to "November 30, 2017" in clause (vi) of the definition of "Termination Date" is hereby replaced with a reference to "August 14, 2018."

1.2. The reference to "USD 12.00" in clause (ii) of the definition of "Termination Date" is hereby replaced with a reference to "USD 16.67".

1.3. Section 3.3(b) is hereby replaced in its entirety as follows:

(b) Cash Dividends paid or distributed on or in respect of the Assets, which Seller is entitled to receive pursuant to clause (a) of this Section, shall be paid to Seller promptly following the payment by Swift thereof to the extent that after such payment of cash Dividends to Seller the Repurchase Price as of such Dividend payment date would be less than or equal to 50% of the aggregate Fair Market Value of the Assets as of the immediately preceding Exchange Business Day; *provided* that any cash Dividends not paid to Seller as a result of the foregoing shall be applied to Seller's Obligations in accordance with Section 2.6. Non-cash Dividends distributed on or in respect of the Assets shall be added to the Assets on the date of distribution and shall be considered such for all purposes, subject to Buyer's obligation to deliver the Assets to Seller pursuant to Section 2.9.

1.4. Section 4.2(b) is hereby replaced in its entirety as follows:

(b) If at any time the Repurchase Price shall be less than 50% of the aggregate Fair Market Value of the Assets as of the immediately preceding Exchange Business Day and no Event of Default with respect to Seller (and no event that, with the giving of notice, the passage of time, or both, would constitute such an Event of Default) shall exist and be continuing, Seller may by written notice to Buyer request that Buyer transfer cash in USD to Seller in an amount (rounded down to the nearest USD 250,000) equal to the lesser of (i) the amount, following which, the Repurchase Price would exactly equal USD 125,000,000 and (ii) the amount, following which, the Repurchase Price would exactly equal 50% of the aggregate Fair Market Value of the Assets as of the immediately preceding Exchange Business Day. Buyer shall make any such transfer by 5:00 p.m. New York City time on the second New York City business day after the date Buyer receives such written notice, to the account specified in Section 2.4(d). The amounts transferred by Buyer under this Section 4.2(b) shall increase the Purchase Price in accordance with the definition thereof.

1.5. The reference to "SWFT" in the definition "Common Stock" is hereby replaced with a reference to "KNX."

1.6. The definition of "Swift" is hereby replaced in its entirety as follows:

"**Swift**" shall mean Knight-Swift Transportation Holdings Inc. (f/k/a Swift Transportation Company).

2. CGMI, as agent for CGML, and Cactus II hereby acknowledge and agree that, as of the date of this Amendment, the number of Purchased Shares that constitute Assets is equal to 4,868,208 shares of Common Stock.

3. <u>Representations</u>. Cactus II represents to CGML that:

3.1. *Status*. It is duly organized and validly existing under the laws of the jurisdiction of its organization and, if relevant under such laws, in good standing;

3.2. *Powers*. It has the power to execute and deliver this Amendment and to perform its obligations under this Amendment and has taken all necessary action to authorize such execution, delivery and performance;

3.3. *No Violation or Conflict*. Such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;

3.4. *Consents*. All governmental and other consents that are required to have been obtained by it with respect to this Amendment have been obtained and are in full force and effect and all conditions of any such consents have been complied with;

3.5. *Obligations Binding*. Its obligations under this Amendment constitute its legal, valid and binding obligations, enforceable in accordance with its respective terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)); and

3.6. *Absence of Certain Events*. No Event of Default has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Amendment.

4. Continuing Effect. Except as expressly amended by this Amendment, the Repurchase Agreement and the other Transaction Documents remain in full force and effect in accordance with their terms, and are hereby in all respects ratified and confirmed. All references to the Repurchase Agreement in the Repurchase Agreement or any document related thereto shall for all purposes constitute references to the Repurchase Agreement as amended hereby.

5. Incorporation by Reference. Sections 4.3, 11, 12, 13, 17, 18, 19, 21 and 22 of the Repurchase Agreement shall apply to this Amendment mutatis mutandis.

[REMAINING SPACE INTENTIONALLY LEFT BLANK;
SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first above written.

CACTUS HOLDING COMPANY II, LLC

By: Jerry and Vickie Moyes Family Trust, its Manager

By: /s/ Jerry C. Moyes

Name: Jerry C. Moyes

Title: Co-Trustee of the Manager

By: /s/ Vickie Moyes

Name: Vickie Moyes

Title: Co-Trustee of the Manager

CITIGROUP GLOBAL MARKETS INC., as agent for CITIGROUP GLOBAL MARKETS LIMITED

By: /s/ James Heathcote

Authorized Signatory

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