

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

**SCHEDULE 13D
(Rule 13d-101)**

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT
TO § 240.13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO
§ 240.13d-2(a)

(Amendment No. 2)¹

Forward Air Corporation
(Name of Issuer)

Common Stock, \$0.01 par value
(Title of Class of Securities)

349853101
(CUSIP Number)

FREDERICK DISANTO
C/O ANCORA HOLDINGS INC.
6060 Parkland Boulevard, Suite 200
Cleveland, Ohio 44124
(216) 825-4000

STEVE WOLOSKY
RYAN NEBEL
OLSHAN FROME WOLOSKY LLP
1325 Avenue of the Americas
New York, New York 10019
(212) 451-2300
(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

March 15, 2021
(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 §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box .

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

¹ The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

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 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the *Notes*).

CUSIP No. 349853101

1	NAME OF REPORTING PERSON Ancora Merlin, LP	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)	<input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER - 0 -
	8	SHARED VOTING POWER 21,450
	9	SOLE DISPOSITIVE POWER - 0 -

	10	SHARED DISPOSITIVE POWER
		21,450
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
	21,450	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
	Less than 1%	
14	TYPE OF REPORTING PERSON	
	PN	

2

CUSIP No. 349853101

1	NAME OF REPORTING PERSON	
	Ancora Merlin Institutional, LP	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS	
	WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION	
	DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
		- 0 -
	8	SHARED VOTING POWER
		230,999
	9	SOLE DISPOSITIVE POWER
		- 0 -
	10	SHARED DISPOSITIVE POWER
		230,999
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
	230,999	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
	Less than 1%	
14	TYPE OF REPORTING PERSON	
	PN	

3

CUSIP No. 349853101

1	NAME OF REPORTING PERSON	
	Ancora Catalyst, LP	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS	
	WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	

6	CITIZENSHIP OR PLACE OF ORGANIZATION DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER - 0 -
	8	SHARED VOTING POWER 18,004
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER 18,004
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 18,004	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Less than 1%	
14	TYPE OF REPORTING PERSON PN	

4

CUSIP No. 349853101

1	NAME OF REPORTING PERSON Ancora Catalyst Institutional, LP	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER - 0 -
	8	SHARED VOTING POWER 234,417
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER 234,417
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 234,417	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Less than 1%	
14	TYPE OF REPORTING PERSON PN	

5

CUSIP No. 349853101

1	NAME OF REPORTING PERSON Ancora Catalyst SPV I LP – Series I*	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER - 0 -
	8	SHARED VOTING POWER 165,004
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER 165,004
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 165,004	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Less than 1%	
14	TYPE OF REPORTING PERSON PN	

*This Series I is part of a series of Ancora Catalyst SPV I LP, a series limited partnership.

CUSIP No. 349853101

1	NAME OF REPORTING PERSON Ancora Catalyst SPV I LP – Series J*	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER - 0 -
	8	SHARED VOTING POWER 188,345
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER 188,345
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 188,345	

12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	<input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Less than 1%	
14	TYPE OF REPORTING PERSON PN	

*This Series J is part of a series of Ancora Catalyst SPV I LP, a series limited partnership.

7

CUSIP No. 349853101

1	NAME OF REPORTING PERSON Ancora Catalyst SPV I LP – Series K*	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER - 0 -
	8	SHARED VOTING POWER 190,725
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER 190,725
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 190,725	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Less than 1%	
14	TYPE OF REPORTING PERSON PN	

*This Series K is part of a series of Ancora Catalyst SPV I LP, a series limited partnership.

8

CUSIP No. 349853101

1	NAME OF REPORTING PERSON Ancora Catalyst SPV I LP – Series L*	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION	

DELAWARE		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER - 0 -
	8	SHARED VOTING POWER 84,541
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER 84,541
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 84,541	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Less than 1%	
14	TYPE OF REPORTING PERSON PN	

*This Series L is part of a series of Ancora Catalyst SPV I LP, a series limited partnership.

9

CUSIP No. 349853101

1	NAME OF REPORTING PERSON Ancora Catalyst SPV I SPC Ltd. – Segregated Portfolio E	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION CAYMAN ISLANDS	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER - 0 -
	8	SHARED VOTING POWER 483,130
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER 483,130
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 483,130	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 1.8%	
14	TYPE OF REPORTING PERSON CO	

10

CUSIP No. 349853101

1	NAME OF REPORTING PERSON
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Ancora Advisors, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
3	SEC USE ONLY
4	SOURCE OF FUNDS OO, AF
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION NEVADA
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7 SOLE VOTING POWER - 0 -
	8 SHARED VOTING POWER 135,884
	9 SOLE DISPOSITIVE POWER - 0 -
	10 SHARED DISPOSITIVE POWER 135,884
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 135,884
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Less than 1%
14	TYPE OF REPORTING PERSON IA, OO

11

CUSIP No. 349853101

Ancora Alternatives LLC	
1	NAME OF REPORTING PERSON
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
3	SEC USE ONLY
4	SOURCE OF FUNDS OO, AF
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION OHIO
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7 SOLE VOTING POWER - 0 -
	8 SHARED VOTING POWER 1,616,615
	9 SOLE DISPOSITIVE POWER - 0 -
	10 SHARED DISPOSITIVE POWER 1,616,615
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,616,615
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>

13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 5.9%
14	TYPE OF REPORTING PERSON IA, OO

12

CUSIP No. 349853101

1	NAME OF REPORTING PERSON Ancora Family Wealth Advisors, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO, AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION OHIO	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER - 0 -
	8	SHARED VOTING POWER 1,300
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER 1,300
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,300	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Less than 1%	
14	TYPE OF REPORTING PERSON IA, OO	

13

CUSIP No. 349853101

1	NAME OF REPORTING PERSON The Ancora Group Inc.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO, AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION OHIO	
NUMBER OF SHARES BENEFICIALLY OWNED BY	7	SOLE VOTING POWER - 0 -
	8	SHARED VOTING POWER

EACH REPORTING PERSON WITH		135,884
	9	SOLE DISPOSITIVE POWER
		- 0 -
	10	SHARED DISPOSITIVE POWER
		135,884
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
		135,884
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
		Less than 1%
14	TYPE OF REPORTING PERSON	
		CO

14

CUSIP No. 349853101

1	NAME OF REPORTING PERSON	
		Inverness Holdings, LLC
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS	
		OO, AF
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION	
		DELAWARE
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
		- 0 -
	8	SHARED VOTING POWER
		1,300
	9	SOLE DISPOSITIVE POWER
		- 0 -
	10	SHARED DISPOSITIVE POWER
		1,300
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
		1,300
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
		Less than 1%
14	TYPE OF REPORTING PERSON	
		OO

15

CUSIP No. 349853101

1	NAME OF REPORTING PERSON	
		Ancora Holdings Inc.
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	

4	SOURCE OF FUNDS OO, AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION OHIO	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER - 0 -
	8	SHARED VOTING POWER 1,753,799
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER 1,753,799
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,753,799	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 6.4%	
14	TYPE OF REPORTING PERSON CO	

16

CUSIP No. 349853101

1	NAME OF REPORTING PERSON Frederick DiSanto	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER - 0 -
	8	SHARED VOTING POWER 1,753,799
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER 1,753,799
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,753,799	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 6.4%	
14	TYPE OF REPORTING PERSON IN	

CUSIP No. 349853101

1	NAME OF REPORTING PERSON James M. Chadwick	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER - 0 -
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON - 0 -	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0%	
14	TYPE OF REPORTING PERSON IN	

CUSIP No. 349853101

1	NAME OF REPORTING PERSON Andrew C. Clarke	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS PF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 2,500
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 2,500
	10	SHARED DISPOSITIVE POWER - 0 -

11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,500
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Less than 1%
14	TYPE OF REPORTING PERSON IN

19

CUSIP No. 349853101

1	NAME OF REPORTING PERSON Dawn Garibaldi	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER - 0 -
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON - 0 -	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0%	
14	TYPE OF REPORTING PERSON IN	

20

CUSIP No. 349853101

1	NAME OF REPORTING PERSON Scott M. Niswonger	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS PF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION	

	USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 10,000
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 10,000
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 10,000	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Less than 1%	
14	TYPE OF REPORTING PERSON IN	

21

CUSIP No. 349853101

The following constitutes Amendment No. 2 to the Schedule 13D filed by the undersigned ("Amendment No. 2"). This Amendment No. 2 amends the Schedule 13D as specifically set forth herein.

Item 2. Identity and Background.

Item 2 is hereby amended to add the following:

In connection with the entry into the Cooperation Agreement, as defined and described in Item 4 below, James M. Chadwick, Andrew C. Clarke, Dawn Garibaldi and Scott M. Niswonger are no longer members of the Section 13(d) group and shall cease to be Reporting Persons immediately upon the filing of this Amendment No. 2 to the Schedule 13D. The remaining Reporting Persons will continue filing statements on Schedule 13D with respect to their beneficial ownership of securities of the Issuer to the extent required by applicable law. Each of the remaining Reporting Persons is party to the Joint Filing Agreement, as further described in Item 6 below.

Item 3. Source and Amount of Funds or Other Consideration.

Item 3 is hereby amended and restated to read as follows:

The Shares purchased by each of the Ancora Funds and held in the Ancora Advisors SMA and the Ancora Family Wealth SMA were purchased with working capital (which may, at any given time, include margin loans made by brokerage firms in the ordinary course of business). The aggregate purchase price of the 21,450 Shares owned directly by Ancora Merlin is approximately \$1,144,848, including brokerage commissions. The aggregate purchase price of the 230,999 Shares owned directly by Ancora Merlin Institutional is approximately \$12,342,180, including brokerage commissions. The aggregate purchase price of the 18,004 Shares owned directly by Ancora Catalyst is approximately \$962,906, including brokerage commissions. The aggregate purchase price of the 234,417 Shares owned directly by Ancora Catalyst Institutional is approximately \$12,524,260, including brokerage commissions. The aggregate purchase price of the 165,004 Shares owned directly by Ancora SPV I is approximately \$10,255,483, including brokerage commissions. The aggregate purchase price of the 188,345 Shares owned directly by Ancora SPV J is approximately \$11,925,232, including brokerage commissions. The aggregate purchase price of the 190,725 Shares owned directly by Ancora SPV K is approximately \$13,663,616 including brokerage commissions. The aggregate purchase price of the 84,541 Shares owned directly by Ancora SPV L is approximately \$6,402,883, including brokerage commissions. The aggregate purchase price of the 483,130 Shares owned directly by Ancora SPC E is approximately \$33,271,711, including brokerage commissions. The aggregate purchase price of the 135,884 Shares held in the Ancora Advisors SMA is approximately \$10,507,586, including brokerage commissions. The aggregate purchase price of the 1,300 Shares held by the Ancora Family Wealth SMA is approximately \$68,312, including brokerage commissions.

Item 4. Purpose of Transaction.

Item 4 is hereby amended to add the following:

On March 15, 2021, Ancora Holdings and certain of its affiliates (collectively, "Ancora") entered into a Cooperation Agreement (the "Cooperation Agreement") with the Issuer. Pursuant to the Cooperation Agreement, the Issuer agreed, among other things, (i) to increase the size of the Board by five (5) directors and appoint Richard H. Roberts, Scott M. Niswonger (together with Mr. Roberts, the "Ancora Appointees"), Chitra Nayak, Javier Polit and George S. Mayes as directors with terms expiring at the Issuer's 2021 annual meeting of shareholders (the "2021 Annual Meeting"); (ii) to include the Ancora Appointees on the Issuer's slate of nominees for election at the 2021 Annual Meeting provided that Ancora beneficially owns at least the lesser of (a) 3.5% of the outstanding Shares and (b) 963,518 Shares; (iii) to enter into a consulting agreement with Andrew C. Clarke concurrently with the execution of the Cooperation Agreement; and (iv) that two (2) incumbent directors would not stand for re-election at the 2021 Annual Meeting such that the size of the Board of Directors (the "Board") will be reduced to thirteen (13) at such time. The Issuer further agreed that subsequent to the 2021 Annual Meeting and prior to the expiration of the Standstill Period (as defined below), the Board will not increase in size to more than thirteen (13) directors without Ancora's prior written consent.

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Pursuant to the Cooperation Agreement, Ancora is subject to certain customary standstill restrictions from the date of the Cooperation Agreement until the earlier to occur of (i) twenty (20) days prior to the deadline for the submission of shareholder nominations for the 2022 annual meeting of shareholders pursuant to the Issuer's Bylaws or (ii) the date that is one hundred and ten (110) days prior to the first anniversary of the 2021 Annual Meeting (the "Standstill Period"). During the Standstill Period, Ancora agreed to vote all of its Shares in favor of the recommendations of the Board with respect to (i) the election, removal and/or replacement of directors (a "Director Proposal"), (ii) the ratification of the appointment of the Issuer's independent registered public accounting firm, and (iii) any other proposal submitted to the Issuer's shareholders; provided, however, that in the event Institutional Shareholder Services Inc. ("ISS") and Glass Lewis & Co., LLC ("Glass Lewis") make a recommendation that

differs from the recommendation of the Board with respect to any proposal (other than a Director Proposal), Ancora is permitted to vote in accordance with the ISS and Glass Lewis recommendation; provided, further, Ancora is entitled to vote in its sole discretion with respect to any publicly announced proposal relating to a merger, acquisition, disposition of all or substantially all of the assets of the Issuer and its subsidiaries or other business combination involving the Issuer. During the Standstill Period, Ancora also agreed not to (i) acquire beneficial ownership of more than 9.9% of the outstanding Shares or (ii) sell, offer to sell or agree to sell securities of the Issuer, other than in an open-market transaction, to any third party that would result in such third party owning, controlling or otherwise having any beneficial or other ownership interest in excess of 4.9% of the outstanding Shares, subject to certain exceptions.

The foregoing description of the Cooperation Agreement does not purport to be complete and is qualified in its entirety by reference to the Cooperation Agreement, which is attached as Exhibit 99.1 hereto and is incorporated herein by reference.

Item 5. Interest in Securities of the Issuer.

Items 5(a) – (c) are hereby amended and restated to read as follows:

The aggregate percentage of Shares reported owned by each person named herein is based upon 27,529,073 Shares outstanding as of February 19, 2021 which is the total number of Shares outstanding as reported in the Issuer's Annual Report on Form 10-K filed with the Securities and Exchange Commission on March 1, 2021.

A. Ancora Merlin

(a) As of the close of business on March 15, 2021, Ancora Merlin beneficially owned directly 21,450 Shares.

Percentage: Less than 1%

- (b)
1. Sole power to vote or direct vote: 0
 2. Shared power to vote or direct vote: 21,450
 3. Sole power to dispose or direct the disposition: 0
 4. Shared power to dispose or direct the disposition: 21,450

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B. Ancora Merlin Institutional

(a) As of the close of business on March 15, 2021, Ancora Merlin Institutional beneficially owned directly 230,999 Shares.

Percentage: Less than 1%

- (b)
1. Sole power to vote or direct vote: 0
 2. Shared power to vote or direct vote: 230,999
 3. Sole power to dispose or direct the disposition: 0
 4. Shared power to dispose or direct the disposition: 230,999

C. Ancora Catalyst

(a) As of the close of business on March 15, 2021, Ancora Catalyst beneficially owned directly 18,004 Shares.

Percentage: Less than 1%

- (b)
1. Sole power to vote or direct vote: 0
 2. Shared power to vote or direct vote: 18,004
 3. Sole power to dispose or direct the disposition: 0
 4. Shared power to dispose or direct the disposition: 18,004

D. Ancora Catalyst Institutional

(a) As of the close of business on March 15, 2021, Ancora Catalyst Institutional beneficially owned directly 234,417 Shares.

Percentage: Less than 1%

- (b)
1. Sole power to vote or direct vote: 0
 2. Shared power to vote or direct vote: 234,417
 3. Sole power to dispose or direct the disposition: 0
 4. Shared power to dispose or direct the disposition: 234,417

E. Ancora SPV I

(a) As of the close of business on March 15, 2021, Ancora SPV I beneficially owned directly 165,004 Shares.

Percentage: Less than 1%

- (b)
1. Sole power to vote or direct vote: 0
 2. Shared power to vote or direct vote: 165,004
 3. Sole power to dispose or direct the disposition: 0
 4. Shared power to dispose or direct the disposition: 165,004

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F. Ancora SPV J

(a) As of the close of business on March 15, 2021, Ancora SPV J beneficially owned directly 188,345 Shares.

Percentage: Less than 1%

- (b)
 - 1. Sole power to vote or direct vote: 0
 - 2. Shared power to vote or direct vote: 188,345
 - 3. Sole power to dispose or direct the disposition: 0
 - 4. Shared power to dispose or direct the disposition: 188,345

G. Ancora SPV K

- (a) As of the close of business on March 15, 2021, Ancora SPV K beneficially owned directly 190,725 Shares.

Percentage: Less than 1%

- (b)
 - 1. Sole power to vote or direct vote: 0
 - 2. Shared power to vote or direct vote: 190,725
 - 3. Sole power to dispose or direct the disposition: 0
 - 4. Shared power to dispose or direct the disposition: 190,725

H. Ancora SPV L

- (a) As of the close of business on March 15, 2021, Ancora SPV L beneficially owned directly 84,541 Shares.

Percentage: Less than 1%

- (b)
 - 1. Sole power to vote or direct vote: 0
 - 2. Shared power to vote or direct vote: 84,541
 - 3. Sole power to dispose or direct the disposition: 0
 - 4. Shared power to dispose or direct the disposition: 84,541

I. Ancora SPC E

- (a) As of the close of business on March 15, 2021, Ancora SPC E beneficially owned directly 483,130 Shares.

Percentage: Approximately 1.7%

- (b)
 - 1. Sole power to vote or direct vote: 0
 - 2. Shared power to vote or direct vote: 483,130
 - 3. Sole power to dispose or direct the disposition: 0
 - 4. Shared power to dispose or direct the disposition: 483,130

J. Ancora Advisors

- (a) As of the close of business on March 15, 2021, 135,884 Shares were held in the Ancora Advisors SMA. Ancora Advisors, as the investment advisor to the Ancora Advisors SMA, may be deemed to beneficially own the 135,884 Shares held in the Ancora Advisors SMA.

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Percentage: Approximately Less than 1%

- (b)
 - 1. Sole power to vote or direct vote: 0
 - 2. Shared power to vote or direct vote: 135,884
 - 3. Sole power to dispose or direct the disposition: 0
 - 4. Shared power to dispose or direct the disposition: 135,884

K. Ancora Alternatives

- (a) Ancora Alternatives, as the investment advisor to each of the Ancora Funds and the general partner of each of the Ancora LP Funds, may be deemed to beneficially own 1,616,615 Shares consisting of (i) 21,450 Shares beneficially owned directly by Ancora Merlin, (ii) 230,999 Shares beneficially owned directly by Ancora Merlin Institutional, (iii) 18,004 Shares beneficially owned directly by Ancora Catalyst, (iv) 234,417 Shares beneficially owned directly by Ancora Catalyst Institutional, (v) 165,004 Shares beneficially owned directly by Ancora SPV I, (vi) 188,345 Shares beneficially owned directly by Ancora SPV J, (vii) 190,725 Shares beneficially owned directly by Ancora SPV K, (viii) 84,541 Shares beneficially owned directly by Ancora SPV L and (ix) 483,130 Shares beneficially owned directly by Ancora SPC E.

Percentage: Approximately 5.9%

- (b)
 - 1. Sole power to vote or direct vote: 0
 - 2. Shared power to vote or direct vote: 1,616,615
 - 3. Sole power to dispose or direct the disposition: 0
 - 4. Shared power to dispose or direct the disposition: 1,616,615

L. Ancora Family Wealth

- (a) As of the close of business on March 15, 2021, 1,300 Shares were held in the Ancora Family Wealth SMA. Ancora Family Wealth, as the investment advisor to the Ancora Family Wealth SMA, may be deemed to beneficially own the 1,300 Shares held in the Ancora Family Wealth SMA.

Percentage: Less than 1%

- (b)
 - 1. Sole power to vote or direct vote: 0
 - 2. Shared power to vote or direct vote: 1,300
 - 3. Sole power to dispose or direct the disposition: 0
 - 4. Shared power to dispose or direct the disposition: 1,300

M. Ancora Inc.

- (a) Ancora Inc., as the sole member of Ancora Advisors, may be deemed to beneficially own the 135,884 Shares held in the Ancora Advisors SMA.

Percentage: Less than 1%

- (b) 1. Sole power to vote or direct vote: 0
2. Shared power to vote or direct vote: 135,884
3. Sole power to dispose or direct the disposition: 0
4. Shared power to dispose or direct the disposition: 135,884

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N. Inverness Holdings

- (a) Inverness Holdings, as the sole member of Ancora Family Wealth, may be deemed to beneficially own the 1,300 Shares held in the Ancora Family Wealth SMA.

Percentage: Less than 1%

- (b) 1. Sole power to vote or direct vote: 0
2. Shared power to vote or direct vote: 1,300
3. Sole power to dispose or direct the disposition: 0
4. Shared power to dispose or direct the disposition: 1,300

O. Ancora Holdings

- (a) Ancora Holdings, as the sole member of each of Ancora Alternatives and Inverness Holdings, and as the sole shareholder of Ancora Inc., may be deemed to beneficially own 1,753,799 Shares consisting of (i) 21,450 Shares beneficially owned directly by Ancora Merlin, (ii) 230,999 Shares beneficially owned directly by Ancora Merlin Institutional, (iii) 18,004 Shares beneficially owned directly by Ancora Catalyst, (iv) 234,417 Shares beneficially owned directly by Ancora Catalyst Institutional, (v) 165,004 Shares beneficially owned directly by Ancora SPV I, (vi) 188,345 Shares beneficially owned directly by Ancora SPV J, (vii) 190,725 Shares beneficially owned directly by Ancora SPV K, (viii) 84,541 Shares beneficially owned directly by Ancora SPV L, (ix) 483,130 Shares beneficially owned directly by Ancora SPC E, (x) 135,884 Shares held in the Ancora Advisors SMA and (xi) 1,300 Shares held in the Ancora Family Wealth SMA.

Percentage: Approximately 6.4%

- (b) 1. Sole power to vote or direct vote: 0
2. Shared power to vote or direct vote: 1,753,799
3. Sole power to dispose or direct the disposition: 0
4. Shared power to dispose or direct the disposition: 1,753,799

P. Mr. DiSanto

- (a) Mr. DiSanto, as the Chairman and Chief Executive Officer of Ancora Holdings, may be deemed to beneficially own 1,753,799 Shares consisting of (i) 21,450 Shares beneficially owned directly by Ancora Merlin, (ii) 230,999 Shares beneficially owned directly by Ancora Merlin Institutional, (iii) 18,004 Shares beneficially owned directly by Ancora Catalyst, (iv) 234,417 Shares beneficially owned directly by Ancora Catalyst Institutional, (v) 165,004 Shares beneficially owned directly by Ancora SPV I, (vi) 188,345 Shares beneficially owned directly by Ancora SPV J, (vii) 190,725 Shares beneficially owned directly by Ancora SPV K, (viii) 84,541 Shares beneficially owned directly by Ancora SPV L, (ix) 483,130 Shares beneficially owned directly by Ancora SPC E, (x) 135,884 Shares held in the Ancora Advisors SMA and (xi) 1,300 Shares held in the Ancora Family Wealth SMA.

Percentage: Approximately 6.4%

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- (b) 1. Sole power to vote or direct vote: 0
2. Shared power to vote or direct vote: 1,753,799
3. Sole power to dispose or direct the disposition: 0
4. Shared power to dispose or direct the disposition: 1,753,799

Q. Mr. Chadwick

- (a) As of the close of business on March 15, 2021, Mr. Chadwick does not beneficially own any securities of the Company.

Percentage: 0%

- (b) 1. Sole power to vote or direct vote: 0
2. Shared power to vote or direct vote: 0
3. Sole power to dispose or direct the disposition: 0
4. Shared power to dispose or direct the disposition: 0

R. Mr. Clarke

- (a) As of the close of business on March 15, 2021, Mr. Clarke beneficially owned 2,500 Shares, which Shares are held in the Andrew C. Clarke Revocable Trust, of which Mr. Clarke is the sole settlor, beneficiary and trustee.

Percentage: Less than 1%

- (b) 1. Sole power to vote or direct vote: 2,500
- 2. Shared power to vote or direct vote: 0
- 3. Sole power to dispose or direct the disposition: 2,500
- 4. Shared power to dispose or direct the disposition: 0

S. Ms. Garibaldi

- (a) As of the close of business on March 15, 2021, Ms. Garibaldi does not beneficially own any securities of the Company.

Percentage: 0%

- (b) 1. Sole power to vote or direct vote: 0
- 2. Shared power to vote or direct vote: 0
- 3. Sole power to dispose or direct the disposition: 0
- 4. Shared power to dispose or direct the disposition: 0

T. Mr. Niswonger

- (a) As of the close of business on March 15, 2021, Mr. Niswonger beneficially owned directly 10,000 Shares.

Percentage: Less than 1%

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- (b) 1. Sole power to vote or direct vote: 10,000
- 2. Shared power to vote or direct vote: 0
- 3. Sole power to dispose or direct the disposition: 10,000
- 4. Shared power to dispose or direct the disposition: 0

The filing of this Schedule 13D shall not be deemed an admission that the Reporting Persons are, for purposes of Section 13(d) of the Exchange Act, the beneficial owners of any securities of the Issuer that he, she or it does not directly own. Each of the Reporting Persons specifically disclaims beneficial ownership of the securities reported herein that he, she or it does not directly own.

- (c) The transactions in the Shares by the Reporting Persons since the filing of Amendment No. 1 to the Schedule 13D are set forth in Schedule B and are incorporated herein by reference. All of such transactions were effected in the open market unless otherwise noted.

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

Item 6 is hereby amended to add the following:

On March 15, 2021, Ancora and the Issuer entered into the Cooperation Agreement as defined and described in Item 4 above and attached as Exhibit 99.1 hereto.

On March 15, 2021, the Reporting Persons entered into a Joint Filing Agreement in which the Reporting Persons who will remain Reporting Persons subsequent to this Amendment No. 2 agreed to the joint filing on behalf of each of them of statements on Schedule 13D with respect to the securities of the Issuer to the extent required by applicable law. The Joint Filing Agreement is attached hereto as Exhibit 99.2 and is incorporated herein by reference.

Item 7. Material to be Filed as Exhibits

Item 7 is hereby amended to add the following exhibits:

- 99.1 Cooperation Agreement, dated March 15, 2021.
- 99.2 Joint Filing Agreement, dated March 15, 2021.

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SIGNATURES

After reasonable inquiry and to the best of his knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: March 16, 2021

Ancora Merlin, LP
Ancora Merlin Institutional, LP
Ancora Catalyst, LP
Ancora Catalyst Institutional, LP
Ancora Catalyst SPV I LP – Series I
Ancora Catalyst SPV I LP – Series J
Ancora Catalyst SPV I LP – Series K
Ancora Catalyst SPV I LP – Series L

By: Ancora Alternatives LLC,
its Investment Advisor and General Partner

By: Ancora Holdings Inc.,
its Sole Member

By: /s/ Frederick DiSanto
Name: Frederick DiSanto
Title: Chairman and Chief Executive Officer

Ancora Catalyst SPV I SPC Ltd. – Segregated Portfolio E

By: Ancora Alternatives LLC,
its Investment Advisor

By: Ancora Holdings Inc.,
its Sole Member

By: /s/ Frederick DiSanto
Name: Frederick DiSanto
Title: Chairman and Chief Executive Officer

Ancora Alternatives LLC

By: Ancora Holdings Inc.,
its Sole Member

By: /s/ Frederick DiSanto
Name: Frederick DiSanto
Title: Chairman and Chief Executive Officer

Ancora Advisors, LLC

By: The Ancora Group Inc.,
its Sole Member

By: Ancora Holdings Inc.,
its Sole Shareholder

By: /s/ Frederick DiSanto
Name: Frederick DiSanto
Title: Chairman and Chief Executive Officer

Ancora Family Wealth Advisors, LLC

By: Inverness Holdings LLC,
its Sole Member

By: Ancora Holdings Inc.,
its Sole Member

By: /s/ Frederick DiSanto
Name: Frederick DiSanto
Title: Chairman and Chief Executive Officer

The Ancora Group Inc.

By: Ancora Holdings Inc.,
its Sole Shareholder

By: /s/ Frederick DiSanto
Name: Frederick DiSanto
Title: Chairman and Chief Executive Officer

Inverness Holdings LLC

By: Ancora Holdings Inc.,
its Sole Member

By: /s/ Frederick DiSanto
Name: Frederick DiSanto
Title: Chairman and Chief Executive Officer

Ancora Holdings Inc.

By: /s/ Frederick DiSanto
Name: Frederick DiSanto
Title: Chairman and Chief Executive Officer

CUSIP No. 349853101

/s/ Frederick DiSanto

Frederick DiSanto

Individually and as attorney-in-fact for James M. Chadwick, Andrew C. Clarke, Dawn Garibaldi and Scott M. Niswonger

CUSIP No. 349853101

SCHEDULE B**Transactions in Securities of the Issuer Since the Filing of Amendment No. 1 to the Schedule 13D**

<u>Nature of Transaction</u>	Amount of Securities <u>Purchased/(Sold)</u>	<u>Price per Security</u>	Date of <u>Purchase/Sale</u>
ANCORA ADVISORS, LLC (Through the Ancora Advisors SMA)			
Purchase of Common Stock	5,000	86.1058	02/19/2021
Purchase of Common Stock	15,000	84.3349	02/23/2021

COOPERATION AGREEMENT

This Cooperation Agreement (this “Agreement”), dated as of March 15, 2021, is made by and among Forward Air Corporation, a Tennessee corporation (the “Company”), and the entities and natural persons set forth in the signature pages hereto (collectively, the “Ancora Parties” and individually a “Member” of the Ancora Parties) (the Company and the Ancora Parties together, collectively, the “Parties”).

WHEREAS, the Ancora Parties beneficially own an aggregate of 1,753,799 shares of common stock, par value \$0.01 (the “Common Stock”), of the Company issued and outstanding on the date hereof;

WHEREAS, the Ancora Parties submitted a letter to the Company on February 9, 2021 (the “Nomination Notice”) nominating a slate of director candidates to be elected to the Board of Directors of the Company (the “Board”) at the 2021 annual meeting of shareholders of the Company (the “2021 Annual Meeting”); and

WHEREAS, the Parties have determined that it is in their respective best interests to come to an agreement with respect to the composition of the Board and certain other matters, as provided in this Agreement.

NOW, THEREFORE, in consideration of and reliance upon the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Board Matters.

(a) The Company shall, effective immediately following the execution and delivery of this Agreement, (i) increase the size of the Board from ten (10) to fifteen (15) directors and (ii) the Board Richard H. Roberts, Scott M. Niswonger (together with Mr. Roberts, the “Ancora Appointees” and each, an “Ancora Appointee”), Chitra Nayak, Javier Polit and George Mayes as directors of the Company with terms expiring at the 2021 Annual Meeting. Effective upon the opening of the polls of the 2021 Annual Meeting, the size of the Board shall be reduced by two (2) directors to a total of thirteen (13) directors. Subsequent to the date of the 2021 Annual Meeting and prior to the expiration of the Standstill Period (as defined below), the Board and all applicable committees of the Board shall not increase the size of the Board to more than thirteen (13) directors without the prior written consent of the Ancora Parties.

(b) Provided that the Ancora Parties continue to Beneficially Own (as defined below) in the aggregate at least the lesser of (x) 3.5% of the Company’s then-outstanding Common Stock (in the case of this clause (y), subject to adjustment for stock splits, stock dividends, reclassifications, combinations and other equitable adjustments) (the “Company Ownership Level Minimum”), the Company shall include the Ancora Appointees (or any Replacement Appointee (as defined below), as applicable) in the Company’s slate of nominees for election as directors of the Company at the 2021 Annual Meeting and shall use commercially reasonable efforts to cause the election of the Ancora Appointees to the Board at the 2021 Annual Meeting (including the Board recommending that the Company’s shareholders vote in favor of the election of the Ancora Appointees, including the Ancora Appointees in the Company’s proxy statement for the 2021 Annual Meeting and otherwise supporting the Ancora Appointees for election in a manner no less rigorous and favorable than the manner in which the Company supports its other nominees in the aggregate).

(c) If, during the Standstill Period, any Ancora Appointee resigns from the Board or is rendered unable (due to death or disability) to, or refuses to, serve on the Board, and at all time date of this Agreement and at such time the Ancora Parties Beneficially Own in the aggregate at least the Company Ownership Level Minimum, then, so long as the Ancora Parties Beneficially Own in the aggregate at least the Company Ownership Level Minimum, the Ancora Parties and the Company shall work together to identify a mutually-acceptable replacement (who shall qualify as “independent” pursuant to the rules of the NASDAQ Stock Market and the applicable rules and regulations of the Securities and Exchange Commission (“SEC”)) to fill the resulting vacancy caused by such Ancora Appointee’s departure from the Board and any such person shall be subject to review and approval by the Corporate Governance and Nominating Committee and the Board as well as the Ancora Parties (any such replacement director, a “Replacement Appointee”); provided that a Replacement Appointee shall not be any Member of the Ancora Parties, any Affiliate, Associate or employee of any Member of the Ancora Parties or any other person designated as a reporting person on Amendment No. 1 to the Schedule 13D filed by Ancora Advisors, LLC on February 10, 2021. Any Replacement Appointee designated pursuant to this Section 1(c) replacing an Ancora Appointee prior to the 2021 Annual Meeting shall stand for election at the 2021 Annual Meeting together with the Company’s other nominees. Upon a Replacement Appointee’s appointment to the Board, such Replacement Appointee shall be deemed to be an Ancora Appointee for all purposes under this Agreement.

(d) Concurrent with the execution of this Agreement, the Company has entered into a consulting agreement with Andrew C. Clarke pursuant to the terms set forth therein.

(e) Concurrent with the execution of this Agreement, the Ancora Parties hereby (i) irrevocably withdraw the Nomination Notice and (ii) irrevocably withdraw any related materials including the letter dated January 6, 2021 demanding, pursuant to Section 48-26-102 of the Tennessee Code, to inspect books, records and documents of the Company, submitted to the Company in connection therewith.

(f) The Board shall consult with the Ancora Appointees regarding the appointment of each Ancora Appointee to one or more committees of the Board, with the understanding that the Parties is that each Ancora Appointee (and any Replacement Appointee, as applicable) shall be considered for membership on committees of the Board in the same manner as other independent members of the Board. Each Ancora Appointee shall have the same right as other members of the Board to be invited to attend meetings of committees of the Board of which any Ancora Appointee is not a member. Further, in the event the Board establishes any new committee(s) of the Board during the Standstill Period, each Ancora Appointee shall be considered for membership on such committee(s) in the same manner as other independent members of the Board.

(g) While any Ancora Appointee (or any Replacement Appointee, as applicable) serves as a director of the Board, such Ancora Appointee shall receive compensation (including equity compensation, if any) for the Board and committee meetings attended, an annual retainer and benefits (including expense reimbursements) on the same basis as all other non-employee directors of the Company.

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(h) The Ancora Appointees (and any Replacement Appointee, as applicable) will be governed by the same protections and obligations regarding confidentiality, conflicts of interest, party transactions, fiduciary duties, codes of conduct, trading and disclosure policies, director resignation policy, and other governance guidelines and policies of the Company as other directors, as amended from time to time (collectively, “Company Policies”), and shall have the same rights and benefits, including with respect to insurance, indemnification, compensation and fees, as are applicable to all independent directors of the Company. The Company shall make available to any Ancora Appointee copies of all Company Policies not publicly available on the Company’s website. At all times while any Ancora Appointee is serving as a member of the Board, (i) such Ancora Appointee shall not disclose to the Ancora Parties, any Member of the Ancora Parties or any “Affiliate” or “Associate” (for purposes of this Agreement, as each is defined in Rule 12b-2 promulgated by the SEC pursuant to the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) of each such Member of the Ancora Parties (collectively and individually, the “Ancora Affiliates”) or any other person or entity not affiliated with the Company any confidential information of the Company, and (ii) each Member of the Ancora Parties shall not, and shall cause the Ancora Affiliates not to, seek to obtain confidential information of the Company from any Ancora Appointee (or any Replacement Appointee).

(i) Notwithstanding anything to the contrary in this Agreement, the rights and privileges set forth in this Agreement shall be personal to the Ancora Parties and may not be transferred assigned to any individual, corporation, partnership, limited liability company, joint venture, estate, trust, association, organization or other entity of any kind or nature (each, a “Person”), except that the Ancora Parties shall be permitted to transfer or assign this Agreement to their respective Affiliates.

(j) For purposes of this Agreement, the term “Beneficially Own” or variations thereof shall have the meaning set forth in Rule 13d-3 promulgated under the Exchange Act.

2. Standstill and Voting.

(a) The Ancora Parties each agree that during the Standstill Period, the Ancora Parties and the Ancora Affiliates will not (and they will not assist or encourage others to), directly or any manner, without prior written approval of the Board:

(i) take any actions, including acquiring, seeking to acquire or agreeing to acquire (directly or indirectly, whether by market purchases, private purchases, tender or exchange

acquisition of control of another person, by joining a “group” (within the meaning of Section 13(d)(3) of the Exchange Act), through swap or hedging transactions or otherwise) any shares of Common Stock (or Beneficial Ownership thereof) or any securities convertible or exchangeable into or exercisable for any shares of Common Stock (or Beneficial Ownership thereof) (including any derivative securities or any other rights decoupled from the underlying securities of the Company) such that the Ancora Parties would Beneficially Own in excess of 9.9% of the then-outstanding shares of Common Stock;

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(ii) other than in open market sale transactions where the identity of the purchaser is not known, sell, offer, or agree to sell, directly or indirectly, through swap or hedging transactions or otherwise, the securities of the Company or any rights decoupled from the underlying securities held by the Ancora Parties to any person or entity not (A) a party to this Agreement, (B) a member of the Board, (C) an officer of the Company or (D) an Affiliate of the Ancora Parties (any person or entity not set forth in clauses (A)-(D) shall be referred to as a “Third Party”) that would result in such Third Party, together with its Affiliates, owning, controlling or otherwise having any, beneficial or other ownership interest representing in the aggregate in excess of 4.9% of the shares of Common Stock outstanding at such time;

(iii) (A) advise or knowingly encourage or influence any other Person or knowingly assist any third party in so encouraging, assisting or influencing any other Person with respect to the withholding of any proxy, consent or other authority to vote or in conducting any type of referendum (other than such encouragement, advice or influence that is consistent with the Board’s recommendation in connection with such matter) or (B) advise, influence or encourage any Person with respect to, or effect or seek to effect, whether alone or in concert with others, the election, nomination or removal of a director other than as permitted by Section 1;

(iv) solicit proxies or written consents of shareholders or conduct any other type of referendum (binding or non-binding) (including any “withhold,” “vote no” or similar consent) with respect to the shares of Common Stock, or from the holders of the shares of Common Stock, or become a “participant” (as such term is defined in Instruction 3 to Item 4 of Schedule 14A promulgated under the Exchange Act) in or knowingly encourage or assist any third party in any “solicitation” of any proxy, consent or other authority (as such terms are defined under the Exchange Act) to vote any shares of Common Stock (other than any encouragement, advice or influence that is consistent with the Board’s recommendation in connection with such matter);

(v) (A) form, join or in any other way participate in a “group” with respect to any shares of Common Stock (other than a “group” solely consisting of the Ancora Parties or Ancoras) or (B) grant any proxy, consent or other authority to vote with respect to any matters to be voted on by the Company’s shareholders (other than to the named proxies included in the Company’s proxy card for any Shareholder Meeting (as defined below) or in accordance with Section 2(b)) or (C) agree to deposit or deposit any shares of Common Stock or any securities convertible or exchangeable into or exercisable for any such shares of Common Stock in any voting trust, agreement or similar arrangement (other than (I) to the named proxies included in the Company’s proxy card for any Shareholder Meeting, (II) customary brokerage accounts, margin accounts, prime brokerage accounts and the like or (III) any agreement solely among the Ancora Parties or Ancora Affiliates);

(vi) separately or in conjunction with any third party in which it is or proposes to be either a principal, partner or financing source or is acting or proposes to act as broker or agent, or to receive compensation, propose (publicly or privately, with or without conditions), indicate an interest in or effect any tender offer or exchange offer, merger, acquisition, reorganization, restructuring, recapitalization or other business combination involving the Company or any of its subsidiaries or the assets or businesses of the Company or any of its subsidiaries or actively encourage or initiate or support any other third party in any such activity; provided, however, that the Ancora Parties and Ancora Affiliates shall be permitted to (i) sell or tender their shares of Common Stock, and otherwise receive consideration, pursuant to any such transaction and (ii) vote on any such transaction in accordance with Section 2(b);

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(vii) (A) present at any Shareholder Meeting any proposal for consideration for action by the shareholders or (B) call or seek to call, or request the call of, alone or in concert with any other shareholder, support another shareholder’s call for, any meeting of shareholders, whether or not such a meeting is permitted by the Company’s organizational documents;

(viii) take any action in support of or make any proposal or request that constitutes: (A) controlling, changing or influencing the Board, management or policies of the Company; (B) changing the number or term of directors or the removal of any directors, or to fill any vacancies on the Board; (B) any material change in the capitalization, stock repurchase programs and practices or dividend policy of the Company; (C) any other material change in the Company’s management, business or corporate structure; (D) seeking to have the Company waive or make amendments or modifications to the Company’s charter or bylaws, or other actions that may impede or facilitate the acquisition of control of the Company by any person; (E) causing a class of securities of the Company to be delisted from, or to cease to be authorized to be quoted on, any securities exchange; or (F) causing a class of securities of the Company to become eligible for termination of registration pursuant to Section 12(g)(4) of the Exchange Act, in each case with respect to the foregoing clauses (A) through (F), except as set forth in Section 1; provided, however, that following the date that is thirty (30) days prior to the deadline for the submission of shareholder nominations for the Company’s 2022 annual meeting of shareholders (the “2022 Annual Meeting”), the Ancora Parties and the Ancora Affiliates may speak to potential director candidates in connection with the 2022 Annual Meeting so long as such conversations do not create a public disclosure obligation for the Ancora Parties or the Company and are undertaken on a basis reasonably designed to be maintained as confidential and solely between the Ancora Parties and such director candidate and otherwise in accordance in all material respects with the Ancora Parties’ normal practices in the circumstances;

(ix) make any request for shareholder list materials or other books and records of the Company under Section 48-26-102 of the Tennessee Code or otherwise; provided that if an Appointee (or any Replacement Appointee, as applicable) makes such a request solely in such Ancora Appointee’s capacity as a director in a manner consistent with his (or her) fiduciary duties to the Company, such material and other books and records may not be shared with any other Ancora Party, Member of the Ancora Parties or Ancora Affiliate, notwithstanding any other provision of this Agreement;

(x) institute, solicit, join (as a party) or knowingly assist any litigation, arbitration or other proceeding against the Company or any of its current or former directors or officers (including derivative actions), other than (A) litigation by the Ancora Parties to enforce the provisions of this Agreement, (B) counterclaims with respect to any proceeding initiated by, or on behalf of, the Company or its Affiliates against the Ancora Parties or any Ancora Appointee (or Replacement Appointee, as applicable) and (C) the exercise of statutory appraisal rights; provided that the foregoing shall not prevent the Ancora Parties from responding to or complying with a validly issued legal process (and the Company agrees that this Section 2(a)(x) shall apply *mutatis mutandis* to the Company and its directors, officers, employees and agents (in each case, acting in such capacity) and Affiliates with respect to the Ancora Parties);

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(xi) encourage, facilitate, support, participate in or enter into any negotiations, agreements, arrangements or understandings with respect to, the taking of any actions by any person in connection with the foregoing that is prohibited to be taken by the Ancora Parties (except as set forth in Section 1); or

(xii) request that the Company, directly or indirectly, amend or waive any provision of this Section 2 (including this clause (a)(xii)), other than through non-public communication with the Company that would not reasonably be expected to trigger public disclosure obligations for any Party.

The foregoing provisions of this Section 2(a) shall not be deemed to prevent any Member of the Ancora Parties from (i) communicating privately with the Board or any of the Company’s executive officers regarding any matter, so long as such communications are not intended to, and would not reasonably be expected to, require the Company or any Member of the Ancora Parties to make public disclosure with respect thereto, (ii) communicating privately with shareholders of the Company and others in a manner that does not otherwise violate this Section 2(a) or Section 3 or (iii) taking any action to the extent necessary to comply with any law, rule or regulation or any action required by any governmental or regulatory authority or stock exchange that has, or may have, jurisdiction over any Member of the Ancora Parties. Furthermore, for the avoidance of doubt, nothing in this Agreement shall be deemed to restrict in any way the Ancora Appointees (or any Replacement Appointee, as applicable) in the exercise of their fiduciary duties under applicable law as directors of the Company.

(b) In respect of any vote or consent of the Company’s shareholders during the Standstill Period (whether at an annual or special shareholder meeting or pursuant to an action by written consent of the shareholders) (each a “Shareholder Meeting”), the Ancora Parties and the Members of the Ancora Parties shall appear or act in person or by proxy and vote all shares of Common Stock Beneficially Owned by them in accordance with the recommendation of the Board with respect to (i) the election, removal and/or replacement of directors (a “Director Proposal”), (ii) the ratification of the appointment of the Company’s independent registered public accounting firm and (iii) any other proposal submitted to the Company’s shareholders at a Shareholder Meeting, in each case as such recommendation of the Board is set forth in the applicable definitive proxy statement filed in respect thereof; provided, however, that in the event Institutional Shareholder Services Inc. (“ISS”) and Glass Lewis & Co., LLC (“Glass Lewis”) make a recommendation that differs from the recommendation of the Board with respect to any proposal submitted to the shareholders at any Shareholder Meeting (other than Director Proposals), the Ancora Parties and the Members of the Ancora Parties are permitted to vote the shares of Common Stock Beneficially Owned by them at such Shareholder Meeting in accordance with the ISS and Glass Lewis recommendation; provided, further, that the Ancora Parties and the Members of the Ancora Parties shall be entitled to vote the shares of Common Stock Beneficially Owned by them in their sole discretion with respect to any publicly announced proposal relating to a merger, acquisition, disposition of all or substantially all of the assets of the Company and its subsidiaries or other business combination involving the Company, in each case, that requires a vote of the Company’s shareholders.

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(c) The “Standstill Period” shall begin as of the date of this Agreement and shall remain in full force and effect until the earlier of (i) the date that is twenty (20) days prior to the dea submission of shareholder nominations for the 2022 Annual Meeting pursuant to the Bylaws or (ii) the date that is one hundred and ten (110) days prior to the first anniversary of the 2021 Annual Meeting.

(d) Each Ancora Party shall comply, and shall cause each of its respective Ancora Affiliates to comply, with the terms of this Agreement and shall be responsible for any breach of t Agreement by any such Ancora Affiliate.

3. Mutual Non-Disparagement. During the Standstill Period, (a) the Ancora Parties shall not, and shall cause their respective directors, officers, partners, members, employees, agents (in eac case, acting in such capacity) and Affiliates not to make, or cause to be made, by press release or other public statement to the press or media, any statement or announcement that constitutes an ad hominem attack on, or otherwise disparages, the Company, its officers or its directors or any person who has served as an officer or director of the Company in the past and (b) the Company shall not, and shall cause its directors, officers, partners, members, employees, agents (in each case, acting in such capacity) and Affiliates not to, make, or cause to be made, by press release or other public statement to the press or media, any statement or announcement that constitutes an ad hominem attack on, or otherwise disparages, the Ancora Parties, the Members of the Ancora Parties or their respective officers or directors or any person who has served as an officer or director of an Ancora Party in the past). The foregoing shall not prevent the making of any factual statement including in any compelled testimony or production of information, either by legal process, subpoena, or as part of a response to a request for information from any governmental authority with purported jurisdiction over the party from whom information is sought.

4. Director Information. As a condition to the Ancora Appointees’ (or any Replacement Appointee’s) appointment to the Board and any subsequent nomination for election as a director at t 2021 Annual Meeting, the Ancora Appointees (or any Replacement Appointee, as applicable) will provide any information the Company reasonably requires, including information required to be disclosed in a proxy statement or other filing under applicable law, stock exchange rules or listing standards, information in connection with assessing eligibility, independence and other criteria applicable to directors or satisfying compliance and legal obligations, and will consent to appropriate background checks, to the extent, in each case, consistent with the information and background checks required by the Company in accordance with past practice with respect to other members of the Board. If, following the completion of the Company’s initial background review process, the Board learns that any Ancora Appointee or any Replacement Appointee, as the case may be, has committed, been indicted or charged with, or made a plea of *nolo contendere* to a felony or a misdemeanor involving moral turpitude, deceit, dishonesty or fraud, then the Board may request that such Ancora Appointee (or any Replacement Appointee, as applicable), resign from the Board and, in such case, the resulting vacancy shall be filled in the manner set forth in Section 1(c) of this Agreement.

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5. Disclosure of this Agreement. Promptly following the execution of this Agreement, the Company and the Ancora Parties shall jointly issue a press release (the “Press Release”) announcin this Agreement, substantially in the form attached hereto as Exhibit A. Prior to the issuance of the Press Release, neither the Company nor the Ancora Parties shall issue any press release or public announcement regarding this Agreement or take any action that would require public disclosure thereof without the prior written consent of the other Party. No Party or any of its Affiliates shall make any public statement (including, without limitation, in any filing required under the Exchange Act) concerning the subject matter of this Agreement inconsistent with the Press Release. During the period commencing on the date hereof and ending on the date this Agreement terminates in accordance with Section 16, no Party shall make any public announcement or statement that is inconsistent with or contrary to the statements made in the Press Release, except to the extent required by law or the rules and regulations under any stock exchange or governmental entity with the prior written consent of the Ancora Parties and the Company, as applicable, and otherwise in accordance with this Agreement. Notwithstanding the foregoing, (i) the Company acknowledges and agrees that the Ancora Parties may file this Agreement as an exhibit to an amendment to the Ancora Parties’ Schedule 13D within two business days of the execution of this Agreement and (ii) the Ancora Parties acknowledge and agree that the Company may file this Agreement as an exhibit to a Current Report on Form 8-K within four business days of the execution of this Agreement.

6. Representations and Warranties.

(a) The Company represents and warrants to the Ancora Parties that: (a) the Company has the requisite corporate power and authority to execute this Agreement and any other docu agreements to be entered into in connection with this Agreement and to bind it hereto and thereto; (b) this Agreement has been duly and validly authorized, executed and delivered by the Company, constitutes a valid and binding obligation and agreement of the Company and is enforceable against the Company in accordance with its terms, except as enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar laws generally affecting the rights of creditors and subject to general equity principles; and (c) the execution, delivery and performance of this Agreement by the Company does not and will not (i) violate or conflict with any law, rule, regulation, order, judgment or decree applicable to the Company or (ii) result in any breach or violation of or constitute a default (or an event which with notice or lapse of time or both could constitute such a breach, violation or default) under or pursuant to, or result in the loss of a material benefit under, or give any right of termination, amendment, acceleration or cancellation of, any organizational document, agreement, contract, commitment, understanding or arrangement to which the Company is a party or by which it is bound.

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(b) Each of the Ancora Parties represents and warrants to the Company that: (a) each Ancora Party and the authorized signatory of such Ancora Party set forth on the signature page the requisite power and authority to execute this Agreement and any other documents or agreements to be entered into in connection with this Agreement and to bind it hereto and thereto; (b) this Agreement has been duly authorized, executed and delivered by such Ancora Party, constitutes a valid and binding obligation and agreement of such Ancora Party and is enforceable against such Ancora Party in accordance with its terms, except as enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar laws generally affecting the rights of creditors and subject to general equity principles; (c) the execution, delivery and performance of this Agreement by such Ancora Party does not and will not (i) violate or conflict with any law, rule, regulation, order, judgment or decree applicable to such Ancora Party or (ii) result in any material breach or violation of or constitute a default (or an event which with notice or lapse of time or both could constitute such a material breach, violation or default) under or pursuant to, or result in the loss of a material benefit under, or give any right of termination, amendment, acceleration or cancellation of, any organizational document, agreement, contract, commitment, understanding or arrangement to which such Ancora Party is a party or by which it is bound; and (d) as of the date of this Agreement, (i) the Ancora Parties Beneficially Own in the aggregate 1,753,799 shares of Common Stock, (ii) the Ancora Parties have no other equity interest in, or rights or securities to acquire through exercise, conversion, voting agreements or otherwise, any equity interest in the Company and (iii) none of the Ancora Parties is a party to any swap or hedging transactions or other derivative agreements of any nature with respect to any shares of Common Stock.

7. Authority. The Ancora Parties hereby appoint Frederick DiSanto as the sole Member entitled to exercise the collective rights and remedies of the Ancora Parties hereunder, which appoint may be changed from time to time upon written notice to and approval from the Company (such approval not to be unreasonably withheld or delayed).

8. Expenses. The Company shall reimburse the Ancora Parties for their reasonable, documented out-of-pocket fees and expenses (including legal expenses) incurred in connection with the 2021 Annual Meeting and the subject matter of this Agreement, including, but not limited to the negotiation and execution of this Agreement, provided that such reimbursement shall not exceed \$400,000 in the aggregate.

9. Amendment in Writing. This Agreement and each of its terms may only be amended, waived, supplemented or modified in a writing signed by the Parties hereto.

10. Governing Law/Venue/Waiver of Jury Trial/Jurisdiction. Each of the Parties (a) irrevocably and unconditionally consents to submit itself to the exclusive personal jurisdiction of the court of the State of Tennessee or, if unavailable, the federal court in the State of Tennessee, in each case sitting in the City of Nashville in the State of Tennessee in the event any dispute arises out of this Agreement or the transactions contemplated by this Agreement, (b) agrees that it shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (c) agrees that it shall not bring any action relating to this Agreement or the transactions contemplated by this Agreement in any court other than state and federal courts of the State of Tennessee sitting in the City of Nashville, and each of the Parties irrevocably waives the right to trial by jury, (d) agrees to waive any bonding requirement under any applicable law, in the case any other Party seeks to enforce the terms by way of equitable relief, and (e) irrevocably consents to service of process by a reputable overnight delivery service, signature requested, to the address of such Party’s principal place of business or as otherwise provided by applicable law. THIS AGREEMENT SHALL BE GOVERNED IN ALL RESPECTS, INCLUDING WITHOUT LIMITATION VALIDITY, INTERPRETATION AND EFFECT, BY THE LAWS OF THE STATE OF TENNESSEE APPLICABLE TO CONTRACTS EXECUTED AND TO BE PERFORMED WHOLLY WITHIN SUCH STATE WITHOUT GIVING EFFECT TO THE CHOICE OF LAW PRINCIPLES OF SUCH STATE.

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11. Specific Performance. The Parties expressly agree that an actual or threatened breach of this Agreement by any Party will give rise to irreparable injury that cannot adequately be compensated by damages. Accordingly, in addition to any other remedy to which it may be entitled, each Party shall be entitled to a temporary restraining order or injunctive relief to prevent a breach of the provisions of this Agreement or to secure specific enforcement of its terms and provisions, and each Party agrees it will not take any action, directly or indirectly, in opposition to another Party seeking relief. Each of the Parties agrees to waive any requirement for the security or posting of any bond in connection with any such relief.

12. Severability. If at any time subsequent to the date hereof, any provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon the legality or enforceability of any other provision of this Agreement.

13. Non-Waiver. No failure or delay by a Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude other or further exercise thereof or the exercise of any right, power or privilege hereunder.

14. Entire Agreement. This Agreement constitutes the full, complete and entire understanding, agreement, and arrangement of and between the Parties with respect to the subject matter hereof and supersedes any and all prior oral and written understandings, agreements and arrangements between them. There are no other agreements, covenants, promises or arrangements between the Parties other than those set forth in this Agreement (including the attachments hereto).

15. Notice. All notices and other communications which are required or permitted hereunder shall be in writing and shall be deemed validly given, made or served, when delivered in person or sent by overnight courier, when actually received during normal business hours, or on the date of dispatch by the sender thereof when sent by e-mail (to the extent that no "bounce back", "out of office" or similar message indicating non-delivery is received with respect thereto), if such dispatch is made by 5:00 p.m. New York City time on a business day or, if made after 5:00 p.m. New York City time on a business day, such notice or other communication shall be deemed to have been received on the next succeeding business day, at the address specified in this Section 15:

If to the Company:

Forward Air Corporation
1915 Snapps Ferry Road, Building N
Greeneville, Tennessee 37745
Attention: Michael L. Hance
Chief Legal Officer and Secretary
Email: mhance@forwardair.com

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with a copy, which will not constitute notice, to:

Cravath, Swaine & Moore LLP
Worldwide Plaza
825 Eighth Avenue
New York, New York 10019
Attention: Thomas E. Dunn
Allison M. Wein
Email: tdunn@cravath.com
awein@cravath.com

If to the Ancora Parties:

Ancora Holdings Inc.
6060 Parkland Boulevard, Suite 200
Cleveland, Ohio 44124
Attention: James Chadwick
Jason Geers
Email: jchadwick@ancora.net
jgeers@ancora.net

with a copy, which will not constitute notice, to:

Olshan Frome Wolosky LLP
1325 Avenue of the Americas
New York, New York 10019
Attention: Steve Wolosky
Ryan Nebel
Email: swolosky@olshanlaw.com
rnebel@olshanlaw.com

16. Termination. This Agreement shall cease, terminate and have no further force and effect upon the expiration of the last day of the Standstill Period as set forth in Section 2(c), unless earlier terminated by mutual written agreement of the Parties; provided that Sections 8 through 21 shall survive the termination of this Agreement.

17. Further Assurances. The Ancora Parties and the Company agree to take, or cause to be taken, all such further or other actions as shall reasonably be necessary to make effective and consummate the transactions contemplated by this Agreement.

18. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign or otherwise transfer either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other Parties; provided, however, that the Ancora Parties may assign this Agreement to the extent set forth in Section 1(i). Any purported transfer requiring consent without such consent shall be void.

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19. No Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties and is not enforceable by any other Person.

20. Interpretation; Construction. Each of the Parties acknowledges that it has been represented by counsel of its choice throughout all negotiations that have preceded the execution of this Agreement, and that it has executed this Agreement with the advice of such counsel. Each Party and its counsel cooperated and participated in the drafting and preparation of this Agreement, and any and all drafts relating thereto exchanged among the Parties shall be deemed the work product of all of the Parties and may not be construed against any Party by reason of its drafting or preparation. Accordingly, any rule of law or any legal decision that would require interpretation of any ambiguities in this Agreement against any Party that drafted or prepared it is of no application and is hereby expressly waived by each of the Parties, and any controversy over interpretations of this Agreement shall be decided without regard to events of drafting or preparation. When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement, unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes" and "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The word "will" shall be construed to have the same meaning as the word "shall." The words "dates hereof" will refer to the date of this Agreement. The word "or" is not exclusive. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. Any agreement, instrument, law, rule or statute defined or referred to herein means, unless otherwise indicated, such agreement, instrument, law, rule or statute as from time to time amended, modified or supplemented.

21. Counterparts. This Agreement may be executed by the Parties in separate counterparts (including by fax, jpeg, .gif, .bmp and .pdf), each of which when so executed shall be an original, but all such counterparts shall together constitute one and the same instrument.

[The remainder of this page is left blank intentionally.]

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THE COMPANY:

FORWARD AIR CORPORATION

By: /s/ Thomas Schmitt
Name: Thomas Schmitt
Title: Chairman and Chief Executive Officer

[Signature Page to Cooperation Agreement]

THE ANCORA PARTIES:

ANCORA MERLIN, LP
ANCORA MERLIN INSTITUTIONAL, LP
ANCORA CATALYST, LP
ANCORA CATALYST INSTITUTIONAL, LP
ANCORA CATALYST SPV I LP – SERIES I
ANCORA CATALYST SPV I LP – SERIES J
ANCORA CATALYST SPV I LP – SERIES K
ANCORA CATALYST SPV I LP – SERIES L

By: Ancora Alternatives LLC,
its Investment Advisor and General Partner

By: Ancora Holdings Inc.,
its Sole Member

By: /s/ Frederick DiSanto
Name: Frederick DiSanto
Title: Chairman and Chief Executive Officer

ANCORA CATALYST SPV I SPC LTD. – SEGREGATED PORTFOLIO E

By: Ancora Alternatives LLC,
its Investment Advisor

By: Ancora Holdings Inc.,
its Sole Member

By: /s/ Frederick DiSanto
Name: Frederick DiSanto
Title: Chairman and Chief Executive Officer

ANCORA ALTERNATIVES LLC

By: Ancora Holdings Inc.,
its Sole Member

By: /s/ Frederick DiSanto
Name: Frederick DiSanto
Title: Chairman and Chief Executive Officer

[Signature Page to Cooperation Agreement]

ANCORA ADVISORS, LLC

By: The Ancora Group Inc.,
its Sole Member

By: Ancora Holdings Inc.,
its Sole Shareholder

By: /s/ Frederick DiSanto
Name: Frederick DiSanto
Title: Chairman and Chief Executive Officer

ANCORA FAMILY WEALTH ADVISORS, LLC

By: Inverness Holdings LLC,
its Sole Member

By: Ancora Holdings Inc.,
its Sole Member

By: /s/ Frederick DiSanto
Name: Frederick DiSanto
Title: Chairman and Chief Executive Officer

THE ANCORA GROUP INC.

By: Ancora Holdings Inc.,
its Sole Shareholder

By: /s/ Frederick DiSanto
Name: Frederick DiSanto
Title: Chairman and Chief Executive Officer

INVERNESS HOLDINGS LLC

By: Ancora Holdings Inc.,
its Sole Member

By: /s/ Frederick DiSanto
Name: Frederick DiSanto
Title: Chairman and Chief Executive Officer

[Signature Page to Cooperation Agreement]

ANCORA HOLDINGS INC.

By: /s/ Frederick DiSanto
Name: Frederick DiSanto
Title: Chairman and Chief Executive Officer

/s/ Frederick DiSanto
FREDERICK DISANTO

[Signature Page to Cooperation Agreement]

Exhibit A

(Press Release)

JOINT FILING AGREEMENT

In accordance with Rule 13d-1(k)(1)(iii) under the Securities Exchange Act of 1934, as amended, the persons named below agree to the joint filing on behalf of each of them of a Statement on Schedule 13D (including additional amendments thereto) with respect to the shares of Common Stock, par value \$0.01 per share, of Forward Air Corporation. This Joint Filing Agreement shall be filed as an Exhibit to such Statement.

Dated: March 15, 2021

Ancora Merlin, LP
Ancora Merlin Institutional, LP
Ancora Catalyst, LP
Ancora Catalyst Institutional, LP
Ancora Catalyst SPV I LP – Series I
Ancora Catalyst SPV I LP – Series J
Ancora Catalyst SPV I LP – Series K
Ancora Catalyst SPV I LP – Series L

By: Ancora Alternatives LLC,
its Investment Advisor and General Partner

By: Ancora Holdings Inc.,
its Sole Member

By: /s/ Frederick DiSanto
Name: Frederick DiSanto
Title: Chairman and Chief Executive Officer

Ancora Catalyst SPV I SPC Ltd. – Segregated Portfolio E

By: Ancora Alternatives LLC,
its Investment Advisor

By: Ancora Holdings Inc.,
its Sole Member

By: /s/ Frederick DiSanto
Name: Frederick DiSanto
Title: Chairman and Chief Executive Officer

Ancora Alternatives LLC

By: Ancora Holdings Inc.,
its Sole Member

By: /s/ Frederick DiSanto
Name: Frederick DiSanto
Title: Chairman and Chief Executive Officer

Ancora Advisors, LLC

By: The Ancora Group Inc.,
its Sole Member

By: Ancora Holdings Inc.,
its Sole Shareholder

By: /s/ Frederick DiSanto
Name: Frederick DiSanto
Title: Chairman and Chief Executive Officer

Ancora Family Wealth Advisors, LLC

By: Inverness Holdings LLC,
its Sole Member

By: Ancora Holdings Inc.,
its Sole Member

By: /s/ Frederick DiSanto
Name: Frederick DiSanto
Title: Chairman and Chief Executive Officer

The Ancora Group Inc.

By: Ancora Holdings Inc.,
its Sole Shareholder

By: /s/ Frederick DiSanto
Name: Frederick DiSanto
Title: Chairman and Chief Executive Officer

Inverness Holdings LLC

By: Ancora Holdings Inc.,
its Sole Member

By: /s/ Frederick DiSanto
Name: Frederick DiSanto
Title: Chairman and Chief Executive Officer

Ancora Holdings Inc.

By: /s/ Frederick DiSanto
Name: Frederick DiSanto
Title: Chairman and Chief Executive Officer

/s/ Frederick DiSanto
Frederick DiSanto