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

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**FORM 8-K**

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**Current Report  
Pursuant to Section 13 or 15(d)  
of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported) June 9, 2015**

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**Universal Truckload Services, Inc.**

(Exact name of registrant as specified in its charter)

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**Michigan**  
(State or other jurisdiction  
of incorporation)

**0-51142**  
(Commission  
File Number)

**38-3640097**  
(I.R.S. Employer  
Identification No.)

**12755 E. Nine Mile Road, Warren, Michigan**  
(Address of principal executive offices)

**48089**  
(Zip Code)

**(586) 920-0100**  
(Registrant's telephone number, including area code)

(Former name, former address and former fiscal year, if changed since last report)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01 Entry into Material Definitive Agreement.***Third Amendment to Revolving Credit and Term Loan Agreement*

On June 9, 2015, Universal Truckload Services, Inc. (the “Company”) entered into a Third Amendment (the “Amendment to Credit Agreement”) to its Revolving Credit and Term Loan Agreement dated August 28, 2012 (as amended, the “Credit Agreement”) with the lenders who are parties to our Credit Agreement and Comerica Bank, as administrative agent, arranger and documentation agent.

The Amendment to Credit Agreement modifies the Credit Agreement to exclude purchases of up to \$35 million of the Company’s common stock in a modified “Dutch auction” tender offer from the calculation of the Company’s fixed charge coverage ratio, as defined in the Credit Agreement.

The foregoing description of the Amendment to Credit Agreement does not purport to be complete and is qualified in its entirety by reference to the Amendment to Credit Agreement, which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

*Amendment to Security Agreement*

In connection with the entry into the Amendment to Credit Agreement, on June 9, 2015, the Company entered into an Amendment (the “Amendment to Security Agreement”) to the Security Agreement dated as of August 28, 2012 (the “Security Agreement”) among the Company, certain of its subsidiaries and Comerica Bank, as administrative agent, in order to make certain technical modifications to obligations set forth in the Security Agreement.

The foregoing description of the Amendment to Security Agreement does not purport to be complete and is qualified in its entirety by reference to the Amendment to Security Agreement, which is attached hereto as Exhibit 10.2 and incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.****(d) Exhibits**

- 10.1 Third Amendment to Revolving Credit and Term Loan Agreement, dated June 9, 2015.
- 10.2 Amendment to Security Agreement, dated June 9, 2015.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

UNIVERSAL TRUCKLOAD SERVICES, INC.

Date: June 9, 2015

*/s/ David A. Crittenden*

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David A. Crittenden  
Chief Financial Officer

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
10.1	Third Amendment to Revolving Credit and Term Loan Agreement, dated June 9, 2015.
10.2	Amendment to Security Agreement, dated June 9, 2015.

**THIRD AMENDMENT TO  
REVOLVING CREDIT AND TERM LOAN AGREEMENT**

This Third Amendment to Revolving Credit and Term Loan Agreement ("Third Amendment") dated as of June 9, 2015, is made by and among **Universal Truckload Services, Inc.** (the "Borrower"), **the Lenders** (as defined below) and **Comerica Bank**, as administrative agent for the Lenders (in such capacity, "Agent").

**RECITALS**

A. The Borrower entered into that certain Revolving Credit and Term Loan Agreement dated as of August 28, 2012, as amended by the Amendment to Revolving Credit and Term Loan Agreement dated as of June 3, 2013, and the Second Amendment to Revolving Credit and Term Loan Agreement dated as of December 19, 2013 (as further amended, restated or otherwise modified from time to time, the "Credit Agreement") with Agent and the financial institutions from time to time signatory thereto (each, individually a "Lender," and any and all such financial institutions collectively the "Lenders"), under which the Lenders extended (or committed to extend) credit to the Borrower, as set forth therein.

B. The Borrower has requested that Agent and the Lenders agree to certain amendments to the Credit Agreement and the Security Agreement, and Agent and the Lenders are willing to do so, but only on the terms and conditions set forth in this Third Amendment.

**NOW THEREFORE**, in consideration of the foregoing and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Borrower, Agent and the Lenders agree as follows:

1. Amendments.

(a) The following terms defined in Section 1.1. of the Credit Agreement are hereby amended and restated as follows:

*"Fixed Charge Coverage Ratio" shall mean as of any date of determination thereof a ratio the numerator of which is Consolidated EBITDA for the four preceding fiscal quarters ending on such date, minus Distributions for such period (excluding the Effective Date Payments which are Distributions or payments of dividend distribution promissory notes and any Distributions paid in cash before the Effective Date), minus unfinanced Capital Expenditures during such period, minus taxes paid in cash during such period, minus Purchases made under the provisions of Section 8.5(e) during such period, excluding in all events for these purposes, the aggregate amount paid by the Borrower in the consummation of the 2015 Modified "Dutch Auction" Tender Offer up to the amount of \$35,000,000, and the denominator of which is the sum of all scheduled payments of long-term debt (including the principal component of Capital Lease Obligations but excluding any Effective Date Payments) payable during such period, plus interest expense for such period (including the interest component of Capital Lease Obligations).*

(b) The following new definitions are hereby added to Section 1.1 of the Credit Agreement in the appropriate alphabetical order:

*"Third Amendment Effective Date" shall mean June 9, 2015.*

“2015 Modified “Dutch Auction” Tender Offer” shall mean the transaction by which Borrower purchases shares of its common stock, no par value, pursuant to the term and conditions of an offer to purchase up to 1,000,000 shares of that stock, plus an additional amount of up to 2% of the Borrower’s outstanding shares of that stock (i.e., 600,000 shares) made to Borrower’s shareholders pursuant to the 2015 Modified “Dutch Auction” Tender Offer Documents.

“2015 Modified “Dutch Auction” Tender Offer Documents” shall mean the Offer to Purchase and related Letter of Transmittal dated June 9, 2015, sent or to be sent to the Borrower’s shareholders in connection with the 2015 Modified “Dutch Auction” Tender Offer and such other instruments and documents executed and delivered in connection therewith, in each case, as amended, restated, supplemented or otherwise modified from time to time.

(c) Section 7.2(f) of the Credit Agreement is hereby amended and restated as follows:

“(f) (i) Within twenty (20) days after and as of the end of each month, including the last month of each Fiscal Year, or more frequently as requested by the Agent or the Majority Revolving Credit Lenders the monthly summaries of accounts receivable and accounts payable of the Credit Parties (which shall include a breakout of Accounts with respect to which the Account Debtor is CenTra, Inc. or one of its Subsidiaries, a breakout of Unbilled Accounts, a breakout of accounts payable owed to Com Data and accounts payable owing with respect to Brokered Accounts and a breakout of the Borrowing Base Obligors’ reserve and escrow accounts maintained with respect to owner operators) and (ii) within forty-five (45) days after and as of the end of each quarter, including the last quarter of each Fiscal Year, or more frequently as requested by the Agent or the Majority Revolving Credit Lenders, an accounts receivable summary with respect to the top ten customers of the Borrowing Base Obligors;”

2. Conditions. This Third Amendment shall become effective (according to the terms hereof) on the date that the following conditions have been fully satisfied by the Borrower:

- (a) Agent shall have received executed facsimile or email counterparts of this Third Amendment duly executed and delivered by Agent, the Lenders and the Borrower, with originals following promptly thereafter;
- (b) Agent shall have received such other agreements and instruments reasonably requested by Agent (including, without limitation, a reaffirmation of the Guaranty made by the Guarantors with respect to this Third Amendment and an Amendment to Security Agreement in the form of attached Exhibit A, each of which will be deemed to be a Loan Document) each duly executed by the Borrower, each applicable Guarantor or such other party, as applicable;
- (c) The Borrower shall have paid to Agent, for the pro rata account of the Lenders, an amendment fee of \$50,000.00;
- (d) The Borrower shall have paid to Agent any fees due under the terms of the Second Supplemental Agency Fee Letter dated June 8, 2015 (the “Second Supplemental Fee Letter”), along with any other fees, costs or expenses due and outstanding to the Agent or the Lenders under the Second Supplemental Fee Letter or hereunder as of the Third Amendment Effective Date (including reasonable fees, disbursements and other charges of counsel to Agent);

- (e) Agent shall have received satisfactory evidence of (i) the Borrower's Board of Directors' approval of the 2015 Modified "Dutch Auction" Tender Offer and this Third Amendment, and (ii) all governmental, third party and/or other approvals, permits, registrations and the like, necessary or appropriate in connection with the 2015 Modified "Dutch Auction" Tender Offer, this Third Amendment or any transaction contemplated thereby; and
  - (f) Agent shall have received such other documents and the Borrower shall have completed such other matters as Agent may reasonably deem necessary or appropriate.
3. Authorization to Agent. The Lenders hereby authorize and request Agent to enter into an Amendment to Security Agreement in the form of attached Exhibit A.
  4. Authority. The Borrower hereby certifies that it has taken all necessary actions to authorize this Third Amendment and the other Loan Documents delivered herewith, supported by appropriate resolutions, that no consents or other authorizations of any third parties are required in connection therewith, and that either there have been no changes in the organizational documents previously delivered to Agent or that true and accurate copies of organizational documents are being provided to Agent with the certificate.
  5. 2015 Modified "Dutch Auction" Tender Offer. The Borrower hereby represents and warrants that consummation of the 2015 Modified "Dutch Auction" Tender Offer constitutes an Equity Purchase that the Borrower is permitted to consummate pursuant to the terms of Section 8.5(e) of the Credit Agreement (a "Permitted Equity Purchase") and that the Borrower has satisfied and will satisfy all conditions in that respect. The Borrower agrees to provide Agent and each of the Lenders complete copies of the 2015 Modified "Dutch Auction" Tender Offer Documents and, within five (5) business Days after consummating the 2015 Modified "Dutch Auction" Tender Offer, a certificate from the Borrower's chief financial officer substantially in the form of attached Exhibit B with respect to the Borrower's satisfaction of the conditions set forth in Section 8.5(e) of the Credit Agreement. To avoid doubt, the Borrower, the Lenders, and Agent confirm their mutual understanding that if the 2015 Modified "Dutch Auction" Tender Offer is a Permitted Equity Purchase, then participation in the 2015 Modified "Dutch Auction" Tender Offer by any Affiliates of any of the Credit Parties will not be prohibited under Section 8.8 because such participation will be within the scope of exception (b) in that Section.
  6. Representations and Warranties. The Borrower hereby represents and warrants that, after giving effect to any amendments and consents contained herein, execution and delivery of this Third Amendment and the other Loan Documents delivered herewith and the performance by the Borrower of its obligations under the Credit Agreement as amended hereby (herein, as so amended, the "Amended Credit Agreement") are within its corporate powers, have been duly authorized, are not in contravention of law or the terms of its articles of incorporation or bylaws, and do not require the consent or approval of any governmental body, agency or authority, and the Amended Credit Agreement will constitute the valid and binding obligations of the Borrower enforceable in accordance with its terms, except as enforcement thereof may be limited by applicable bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance, ERISA or similar laws affecting the enforcement of creditors' rights generally and by general principles of

equity (whether enforcement is sought in a proceeding in equity or at law). The Borrower hereby reaffirms, covenants and agrees to be bound by all the terms and conditions of the Amended Credit Agreement and each of the other Loan Documents.

7. No Other Changes. Except as specifically set forth herein, this Third Amendment shall not be deemed to amend or alter in any respect the terms and conditions of the Credit Agreement or any of the other Loan Documents. The Borrower hereby acknowledges and agrees that this Third Amendment and the amendments contained herein do not constitute any course of dealing or other basis for altering any obligation of the Borrower, or any other Credit Party or any other party or any rights, privilege or remedy of Agent or the Lenders under the Credit Agreement, any other Loan Document, any other agreement or document, or any contract or instrument except as specifically set forth herein. Furthermore, this Third Amendment shall not affect in any manner whatsoever any rights or remedies of the Lenders or Agent with respect to any other non-compliance by the Borrower with the Credit Agreement or the other Loan Documents, whether in the nature of a Default or Event of Default, and whether now in existence or subsequently arising, and shall not apply to any other transaction.
8. Ratification. The Borrower hereby reaffirms, confirms, ratifies and agrees to be bound by each of its covenants, agreements and obligations under the Amended Credit Agreement and each other Loan Document previously executed and delivered by it, or executed and delivered in accordance with this Third Amendment. Each reference in the Credit Agreement to “this Agreement” or “the Credit Agreement” shall be deemed to refer to Credit Agreement as amended by this Third Amendment and each other amendment made to the Credit Agreement from time to time.
9. Defined Terms. Unless otherwise defined to the contrary herein, all capitalized terms used in this Third Amendment shall have the meanings set forth in the Credit Agreement.
10. Confirmation of Lien Upon Collateral. The Borrower acknowledges and agrees that the Indebtedness is secured by the Collateral and that its obligations under the Security Agreement dated as of August 28, 2012 by and among Borrower, such other entities which from time to time become parties thereto, and Agent, for and on behalf of the Lenders (the “Security Agreement”) constitute valid, legal, and binding agreements and obligations of the Borrower. The Collateral is and shall remain subject to and encumbered by the lien, charge, and encumbrance of any applicable Loan Document, and nothing herein contained shall affect or be construed to affect the lien or encumbrance created by any applicable Loan Document respecting the Collateral, or its priority over other liens or encumbrances.
11. Successors and Assigns. This Third Amendment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.
12. Other Modification. In executing this Third Amendment, the Borrower is not relying on any promise or commitment of Agent or the Lenders that is not in writing signed by Agent and the Lenders.
13. Expenses. The Borrower shall promptly pay all out-of-pocket fees, costs, charges, expenses, and disbursements of Agent and the Lenders incurred in connection with the preparation, execution, and delivery of this Third Amendment, and the other documents contemplated by this Third Amendment, all in accordance with the terms of the Second Supplemental Fee Letter.
14. Governing Law. This Third Amendment shall be a contract made under and governed by the internal laws of the State of Michigan, and may be executed in counterpart, in accordance with



Section 13.9 of the Credit Agreement. Each of the parties hereto agrees that this Third Amendment and any other Loan Document signed by it and transmitted by facsimile or email or any other method of delivery shall be admissible in evidence as the original itself in any judicial or administrative proceeding whether or not the original is in existence.

[Remainder of Page Intentionally Blank]

**IN WITNESS WHEREOF**, the Borrower, the Lenders and Agent have each caused this Third Amendment to Revolving Credit and Term Loan Agreement to be executed by their respective duly authorized officers or agents, as applicable, all as of the date first set forth above.

**UNIVERSAL TRUCKLOAD SERVICES, INC.**

By:  /s/ David A. Crittenden  
Name: David A. Crittenden  
Title: Chief Financial Officer

**COMERICA BANK**, as Agent

By:  /s/ Kelly C. McConnell  
Name: Kelly C. McConnell  
Title: Vice President

**COMERICA BANK**, as a Lender, Issuing Lender and a Swing Line Lender

By:  /s/ Kelly C. McConnell  
Name: Kelly C. McConnell  
Title: Vice President

**FIFTH THIRD BANK**

By: /s/ Jessica Pfeifer

Name: Jessica Pfeifer

Title: Vice President

**CITIBANK N.A.**

By: /s/ John J. McGuire  
Name: John J. McGuire  
Title: Sr. Vice President

**U.S. BANK N.A.**

By: /s/ Brian Bur

Name: Brian Bur

Title: Vice President

**KEYBANK NATIONAL ASSOCIATION**, as a Lender and a  
Swing Line Lender

By: /s/ Brandon Welling

Name: Brandon Welling

Title: Vice President

**THE HUNTINGTON NATIONAL BANK**

By: /s/ Joseph K. Zayance

Name: Joseph K. Zayance

Title: Sr. Vice President

**PNC BANK, NATIONAL ASSOCIATION**

By: /s/ Lawrence J. Fraley

Name: Lawrence J. Fraley

Title: Senior Vice President



**AMENDMENT TO SECURITY AGREEMENT**

This Amendment to Security Agreement (“Amendment”) dated as of June 9, 2015, is made by and among **Universal Truckload Services, Inc.** (the “Borrower”), the other entities which are parties to the Security Agreement (as defined below) (collectively, including the Borrower, the “Debtors” and each individually a “Debtor”) and **Comerica Bank** (“Comerica”), as Administrative Agent for and on behalf of the Lenders (as defined below) (in such capacity, the “Agent”).

**RECITALS**

A. The Borrower entered into the Revolving Credit and Term Loan Agreement dated as of August 28, 2012, as amended by the Amendment to Revolving Credit and Term Loan Agreement dated as of June 3, 2013, and the Second Amendment to Revolving Credit and Term Loan Agreement dated as of December 19, 2013 (as further amended, restated or otherwise modified from time to time, the “Credit Agreement”) with Agent and the financial institutions from time to time signatory thereto (each, individually a “Lender,” and any and all such financial institutions collectively the “Lenders”), under which the Lenders extended (or committed to extend) credit to the Borrower, as set forth therein.

B. As security for the Indebtedness (as defined in the Credit Agreement), the Debtors granted to Agent security interests in substantially all of their respective tangible and intangible personal property pursuant to the Security Agreement dated as of August 28, 2012, made by the Debtors in favor of Agent (“Security Agreement”) (all as more completely set forth in the Security Agreement).

C. In connection with the Third Amendment to Revolving Credit and Term Loan Agreement dated as of the date hereof to be made concurrently herewith between the Borrower, the Lenders, and Agent (the “Third Amendment to Credit Agreement”), the Debtors have requested that certain amendments to the Security Agreement, and Agent (at the direction of the Lenders as provided in the Third Amendment) is willing to enter into such amendments, but only on the terms and conditions set forth in this Amendment.

**NOW THEREFORE**, in consideration of the foregoing and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Debtors and Agent agree as follows:

1. Amendments.

(a) Section 4.1(a) of the Security Agreement is hereby amended and restated as follows:

*(a) Promissory Notes and Tangible Chattel Paper. If Debtors, now or at any time hereafter, collectively hold or acquire any promissory notes or tangible Chattel Paper for which the principal amount thereof or the obligations evidenced thereunder are, in the aggregate, in excess of \$200,000 (excluding the principal amount of the Excluded Items, as hereinafter defined), the applicable Debtors shall promptly notify the Agent in writing thereof and forthwith endorse, assign and deliver the same to the Agent, accompanied by such instruments of transfer or assignment duly executed in blank as the Agent may from time to time reasonably specify, and cause all such Chattel Paper to bear a legend reasonably acceptable to the Agent indicating that the Agent has a security interest in such Chattel Paper; provided, however, in the case of (i) any Intercompany Notes made to evidence intercompany loans made in compliance with Section 8.7(d) of the Credit Agreement, (ii) any promissory notes or Chattel Paper held by any of the Debtors to evidence Credit Party Agent Investments made in compliance with Section 8.7(k) of the*

Credit Agreement or obligations of owner-operators made in compliance with Section 8.7(m) of the Credit Agreement or in connection with acquisitions of transportation equipment from any of the Debtors, or (iii) loans or advances to employees, officers, and directors of any Credit Party made in compliance with Section 8.7(f) of the Credit Agreement (all the foregoing, "Excluded Items") no Debtor shall be required to deliver any Excluded Items to Agent, or to give written notice thereof, as required under this Section unless a Default or an Event of Default has occurred and is continuing and Agent has made written demand therefor.

(b) Section 4.1(i) of the Security Agreement is hereby amended and restated as follows:

*(i) Vehicles; Aircraft and Vessels. Notwithstanding any other provision of this Agreement, no Debtor shall be required to make any filings as may be necessary to perfect the Agent's Lien on its Vehicles (other than tractors and trailers), aircraft and vessels, unless (i) a Default or an Event of Default has occurred and is continuing, whereupon the Agent may require such filings be made or (ii) such Debtor, either singly, or together with the other Debtors, owns Vehicles (other than tractors and trailers), aircraft and vessels (other than Vehicles provided for use by such Debtor's executive employees) which have a fair market value of at least \$200,000, in aggregate amount, whereupon the applicable Debtors shall provide prompt notice to the Agent, and the Agent, at its option, may require the applicable Debtors to execute such agreements and make such filings as may be necessary to perfect the Agent's Lien for the benefit of the Lenders and ensure the priority thereof on the applicable Vehicles, aircraft and vessels. In addition, with respect to tractors and trailers owned by the Borrower or any other Debtor, such Debtors shall not be required to make filings as are necessary to perfect the Agent's liens in such Vehicles until such time as the Agent provides to such Debtors written notice that the Agent requires such filings to be made (which notice may be given by the Agent at any time in the exercise of its sole discretion). If such notice is given, then the applicable Debtors shall make all such filings as are necessary to perfect the Agent's Lien on their tractors and trailers within thirty (30) days (or such longer period as is agreed to by the Agent) after such notice is given.*

(c) Section 4.5 of the Security Agreement is hereby amended and restated as follows:

*Section 4.5 Corporate Changes; Books and Records; Inspection Rights. (a) Each Debtor shall not change its respective name, identity, corporate structure or jurisdiction of organization, or identification number in any manner that might make any financing statement filed in connection with this Agreement seriously misleading within the meaning of Section 9506 of the UCC unless such Debtor shall have given the Agent ten (10) Business Days prior written notice with respect to any change in such Debtor's corporate structure, jurisdiction of organization, name or identity and shall have taken all action deemed reasonably necessary by the Agent under the circumstances to protect its Liens and the perfection and priority thereof, (b) each Debtor shall keep the Records at the location specified on Schedule 3.2 as the location of such books and records or as otherwise specified in writing to the Agent and (c) the Debtors shall permit the Agent, the Lenders, and their respective agents and representatives to conduct inspections, discussion and audits of the Collateral in accordance with the terms of the Credit Agreement.*

2. Conditions. This Amendment shall become effective (according to the terms hereof) on the date that all conditions to the effectiveness of the Third Amendment to Credit Agreement have been fully satisfied by the Borrower and, if applicable, the other Debtors.
3. Authority. Each of the Debtors hereby certifies that it has taken all necessary actions, if any, to authorize this Amendment.
4. Representations and Warranties. The Debtors hereby represent and warrant that, after giving effect to any amendments and consents contained herein, execution and delivery of this Amendment and the performance by the Debtors of their obligations under the Security Agreement as amended hereby (herein, as so amended, the "Amended Security Agreement") are within its powers, have been duly authorized, are not in contravention of law or the terms of its organizational documents, and do not require the consent or approval of any governmental body, agency or authority, and the Amended Security Agreement will constitute the valid and binding obligations of the Debtors enforceable in accordance with its terms, except as enforcement thereof may be limited by applicable bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance, ERISA or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity (whether enforcement is sought in a proceeding in equity or at law).
5. No Other Changes. Except as specifically set forth herein, this Amendment shall not be deemed to amend or alter in any respect the terms and conditions of the Security Agreement or any of the other Loan Documents (as defined in the Credit Agreement).
6. Ratification. Each of the Debtors hereby reaffirms, confirms, ratifies and agrees to be bound by each of its covenants, agreements and obligations under the Amended Security Agreement and each other Loan Document previously executed and delivered by it, or executed and delivered in accordance with this Amendment. Each reference in the Security Agreement to "this Agreement" or "the Security Agreement" shall be deemed to refer to the Security Agreement as amended by this Amendment and each other amendment made to the Security Agreement from time to time.
7. Defined Terms. Unless otherwise defined to the contrary herein, all capitalized terms used in this Amendment shall have the meanings set forth in the Security Agreement (including definitions incorporated by reference into the Security Agreement from the Credit Agreement).
8. Successors and Assigns. This Amendment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.
9. Other Modification. In executing this Amendment, no Debtor is relying on any promise or commitment of Agent or the Lenders that is not in writing signed by Agent and the Lenders.
10. Governing Law. This Amendment shall be a contract made under and governed by the internal laws of the State of Michigan, and may be executed in counterpart, in accordance with Section 13.9 of the Credit Agreement. Each of the parties hereto agrees that this Amendment and any other Loan Document signed by it and transmitted by facsimile or email or any other method of delivery shall be admissible in evidence as the original itself in any judicial or administrative proceeding whether or not the original is in existence.

[Remainder of Page Intentionally Blank]

**IN WITNESS WHEREOF**, the Borrower, the other Debtors and Agent have each caused this Amendment to Security Agreement to be executed by their respective duly authorized officers or agents, as applicable, all as of the date first set forth above.

UNIVERSAL TRUCKLOAD SERVICES, INC.

By: /s/ Jeffrey A. Rogers  
Name: Jeffrey A. Rogers  
Title: Chief Executive Officer

CAVALRY LOGISTICS, LLC

By: /s/ Robert King  
Name: Robert King  
Title: Manager/ President

LOUISIANA TRANSPORTATION, INC.

By: /s/ Michael Whitaker  
Name: Michael Whitaker  
Title: President

UNIVERSAL TRUCKLOAD, INC. (f/k/a The Mason And Dixon Lines, Incorporated)

By: /s/ Mark Limback  
Name: Mark Limback  
Title: President

MASON DIXON INTERMODAL, INC.

By: /s/ Timothy Phillips  
Name: Timothy Phillips  
Title: President

UNIVERSAL LOGISTICS SOLUTIONS INTERNATIONAL, INC.

By: /s/ Michael S. Bautch  
Name: Michael S. Bautch  
Title: President

UTS REALTY, LLC

By: /s/ David A. Crittenden  
Name: David A. Crittenden  
Title: Manager

LOGISTICS INSIGHT CORP.

By: /s/ Michael S. Bautch  
Name: Michael S. Bautch  
Title: President

LINC ONTARIO, LTD.

By: /s/ Eric P. Davies  
Name: Eric P. Davies  
Title: President

UNIVERSAL DEDICATED, INC. (f/k/a CTX, Inc.)

By: /s/ Michael J. Silverwood  
Name: Michael J. Silverwood  
Title: President

LGSI EQUIPMENT OF INDIANA, LLC

By: /s/ William Gale  
Name: William Gale  
Title: President

WESTPORT USA HOLDING, LLC

By: /s/ Alexander Van Leyen  
Name: Alexander Van Leyen  
Title: President

WESTPORT AXLE CORP.

By: /s/ Alexander Van Leyen  
Name: Alexander Van Leyen  
Title: President

UT RENT A CAR, INC.

By: /s/ David A. Crittenden  
Name: David A. Crittenden  
Title: President

UTSI FINANCE, INC.

By: /s/ Jeffrey A. Rogers  
Name: Jeffrey A. Rogers  
Title: President

LINC LOGISTICS LLC (f/k/a Upton Merger Sub II, LLC)

By: /s/ Jeffrey A. Rogers  
Name: Jeffrey A. Rogers  
Title: President

UNIVERSAL SPECIALIZED, INC.

By: /s/ Mark Limback  
Name: Mark Limback  
Title: President

COMERICA BANK, as Agent

By: /s/ Kelly C. McConnell

Name: Kelly C. McConnell

Title: Vice President