

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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): August 01, 2023

Universal Logistics Holdings, Inc.

(Exact name of Registrant as Specified in Its Charter)

Michigan  
(State or Other Jurisdiction  
of Incorporation)

0-51142  
(Commission File Number)

38-3640097  
(IRS Employer  
Identification No.)

12755 E. Nine Mile Road  
Warren, Michigan  
(Address of Principal Executive Offices)

48089  
(Zip Code)

Registrant's Telephone Number, Including Area Code: 586 920-0100

(Former Name or Former Address, if Changed Since Last Report)

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:

- 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))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, no par value	ULH	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company

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

### **Item 1.01 Entry into Material Definitive Agreement**

On August 1, 2023, Universal Logistics Holdings, Inc. entered into a joinder agreement to the second amended and restated registration rights agreement dated July 28, 2021 with the Swiftsure Irrevocable Trust under Agreement dated December 26, 2012, as decanted November 28, 2020. Under the joinder agreement, the Swiftsure Trust was added as a party to and recipient of the registration rights set forth in the registration rights agreement, including customary shelf, demand, and piggyback registration rights on the same terms as the other holders of registrable securities under the registration rights agreement.

The foregoing description of the joinder agreement is not complete and is qualified in its entirety by reference to the full text of the joinder agreement, which is filed as Exhibit 4.1 to this Current Report on Form 8-K and is incorporated by reference into this report.

### **Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

4.1	<a href="#">Joinder Agreement dated August 1, 2023</a>
104	Cover Page Interactive Data File (formatted as Inline XBRL)

---

**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 hereunto duly authorized.

UNIVERSAL LOGISTICS HOLDINGS, INC.

Date: August 3, 2023

By: /s/ Steven Fitzpatrick

Steven Fitzpatrick  
Secretary

---



## JOINDER AGREEMENT TO REGISTRATION RIGHTS AGREEMENT

Dated as of August 1, 2023

Reference is made to the Second Amended and Restated Registration Rights Agreement, dated as of July 28, 2021 (as amended from time to time, the "Registration Rights Agreement"), by and among Universal Logistics Holdings, Inc., a Michigan corporation (the "Company"), and the Moroun Family Holders. Capitalized terms used and not defined in this joinder agreement (the "Joinder Agreement") shall have the meanings ascribed to such terms in the Registration Rights Agreement.

## Recitals:

A. Any Person who subsequently acquires Registrable Securities from a Moroun Family Holder may become a Holder under the Registration Rights Agreement by agreeing in writing to be bound by the provisions of the Registration Rights Agreement.

B. The undersigned desires to become a party to the Registration Rights Agreement, and the Company has agreed to execute and deliver this Joinder Agreement.

Accordingly, the undersigned Holder and the Company agree as follows:

1. Joinder. The undersigned agrees to become bound by the terms, conditions, representations, warranties, covenants, and other provisions of the Registration Rights Agreement, with all attendant rights, duties, and obligations stated in the Registration Rights Agreement, with the same force and effect as if originally named as a Holder and Moroun Family Holder in the Registration Rights Agreement. The undersigned acquires all rights and assumes all of the duties, obligations, and liabilities of a "Holder" and "Moroun Family Holder" under the Registration Rights Agreement.
2. Notice. Any notice required or permitted by the Registration Rights Agreement shall be given to the undersigned at the address specified for the Moroun Family Holders in accordance with Section 7.3 of the Registration Rights Agreement.
3. Governing Law. This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
4. Counterparts. This agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument, notwithstanding that both parties are not signatories to the original or same counterpart.
5. Headings. The headings in this Joinder Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

[SIGNATURE PAGE FOLLOWS]

---

IN WITNESS WHEREOF, each of the undersigned has executed this Joinder Agreement as of the date set forth above.

COMPANY:

Universal Logistics Holdings, Inc.

By: /s/ Jude M. Beres

Name: Jude M. Beres

Title: Chief Financial Officer

HOLDER:

Swiftsure Irrevocable Trust under Agreement dated December 26, 2012, as decanted  
November 28, 2020

By: /s/ Matthew T. Moroun

Name: Matthew T. Moroun

Title: Trustee

By: /s/ Frederick P. Calderone

Name: Frederick P. Calderone

Title: Special Trustee

---

