

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

FORM 10-Q

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended **October 1, 2005**

or

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____.

Commission File Number: **0-120510**

UNIVERSAL TRUCKLOAD SERVICES, INC.

(Exact Name of Registrant as Specified in Its Charter)

Michigan

(State or other jurisdiction of
incorporation or organization)

38-3640097

(I.R.S. Employer
Identification No.)

11355 Stephens Road

Warren, Michigan 48089

(Address, including Zip Code of Principal Executive Offices)

(586) 920-0100

(Registrant's telephone number, including area code)

N/A

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

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes

No

Indicate by check mark whether the registrant is an accelerated filer (as defined in Exchange Act Rule 12b-2 of the Exchange Act).

Yes

No

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes

No

The number of shares of the registrant's common stock, no par value, issued and outstanding as of November 10, 2005, was 16,117,500.

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PART I – FINANCIAL INFORMATION

ITEM 1: FINANCIAL STATEMENTS

UNIVERSAL TRUCKLOAD SERVICES, INC.

Consolidated Balance Sheets
(In thousands, except share data)

	October 1, 2005 (Unaudited)	December 31, 2004
Assets		
Current assets:		
Cash and cash equivalents	\$ 13,759	\$ 904
Marketable securities	17,475	—
Accounts receivable – net of allowance of \$3,717 and \$3,439	70,188	59,441
Due from CenTra and affiliates	284	502
Loan receivable from CenTra	—	1,764
Prepaid income taxes	534	—
Prepaid expenses and other	3,839	5,195
Deferred income taxes	1,610	796
Total current assets	<u>107,689</u>	<u>68,602</u>
Property and equipment	49,597	41,219
Less accumulated depreciation	<u>(19,648)</u>	<u>(17,388)</u>
Property and equipment — net	<u>29,949</u>	<u>23,831</u>
Deferred income taxes	—	586
Goodwill	4,002	3,192
Intangible assets — net of accumulated amortization of \$1,531 and \$869	7,994	8,656
Other assets	574	417
Total	<u>\$ 150,208</u>	<u>\$ 105,284</u>
Liabilities and Shareholders' Equity (Deficit)		
Current liabilities:		
Dividend payable	\$ —	\$ 50,000
Lines of credit	—	31,598
Current portion of long-term debt	—	2,290
Accounts payable	27,507	21,154
Accrued expenses	11,186	10,879
Income taxes payable	—	224
Due to CenTra	1,362	1,375
Total current liabilities	<u>40,055</u>	<u>117,520</u>
Long-term liabilities:		
Long-term debt	—	4,110
Deferred income taxes	772	—
Other long-term liabilities	941	479
Total long-term liabilities	<u>1,713</u>	<u>4,589</u>
Shareholders' equity (deficit):		
Common stock, no par value. Authorized 40,000,000 shares; issued and outstanding 16,117,500 and 10,022,500 shares, respectively	16,118	10,023
Paid-in capital	79,780	—
Retained earnings	12,513	—
Distributions in excess of CenTra's contributed capital	—	(26,848)
Accumulated other comprehensive income	29	—
Total shareholders' equity (deficit)	<u>108,440</u>	<u>(16,825)</u>
Total	<u>\$ 150,208</u>	<u>\$ 105,284</u>

See accompanying notes to unaudited consolidated financial statements.

UNIVERSAL TRUCKLOAD SERVICES, INC.

Unaudited Consolidated Statements of Income

October 1, 2005 and October 2, 2004

(In thousands, except per share data)

	<u>Thirteen Weeks Ended</u>		<u>Thirty-nine Weeks Ended</u>	
	<u>2005</u>	<u>2004</u>	<u>2005</u>	<u>2004</u>
Operating revenues:				
Truckload	\$ 84,166	\$ 69,044	\$ 238,184	\$ 175,280
Brokerage	38,444	18,709	110,406	46,690
Intermodal	13,027	9,203	35,508	25,937
Total operating revenues	<u>135,637</u>	<u>96,956</u>	<u>384,098</u>	<u>247,907</u>
Operating expenses:				
Purchased transportation	104,227	72,507	292,898	184,402
Commissions expense	8,741	7,260	24,661	19,380
Other operating expense, net	1,668	1,492	5,088	3,589
Selling, general, and administrative	8,771	7,090	27,966	18,666
Insurance and claims	3,722	2,711	10,212	6,578
Depreciation and amortization	1,106	1,109	3,166	2,713
Total operating expenses	<u>128,235</u>	<u>92,169</u>	<u>363,991</u>	<u>235,328</u>
Income from operations	7,402	4,787	20,107	12,579
Interest income	198	24	383	69
Interest expense	<u>—</u>	<u>(213)</u>	<u>(200)</u>	<u>(468)</u>
Income before provision for income taxes	7,600	4,598	20,290	12,180
Provision for income taxes	<u>2,955</u>	<u>1,753</u>	<u>7,777</u>	<u>4,545</u>
Net income	<u>\$ 4,645</u>	<u>\$ 2,845</u>	<u>\$ 12,513</u>	<u>\$ 7,635</u>
Earnings per common share:				
Basic	\$ 0.29	\$ 0.28	\$ 0.83	\$ 0.76
Diluted	\$ 0.29	\$ 0.28	\$ 0.83	\$ 0.76
Average common shares outstanding:				
Basic	16,118	10,023	15,124	10,023
Diluted	16,118	10,023	15,124	10,023

See accompanying notes to unaudited consolidated financial statements.

UNIVERSAL TRUCKLOAD SERVICES, INC.
Unaudited Consolidated Statements of Shareholders' Equity (Deficit)
Thirty-nine weeks ended October 1, 2005
(In thousands)

	<u>Common stock</u>	<u>Paid-in capital</u>	<u>Retained earnings</u>	<u>Distributions in excess of GenTra's Contributed Capital</u>	<u>Accumulated Other Comprehensive Income</u>	<u>Total</u>
Balances — January 1, 2005	\$ 10,023	\$ —	\$ —	\$ (26,848)	\$ —	\$ (16,825)
Net income	—	—	12,513	—	—	12,513
Capital contribution (Note 2)	—	1,835	—	—	—	1,835
Proceeds from issuance of common stock, net of offering costs	6,095	77,945	—	26,848	—	110,888
Unrealized gain on available for sale investments, net of income taxes	—	—	—	—	29	29
Balances — October 1, 2005	<u>\$ 16,118</u>	<u>\$ 79,780</u>	<u>\$ 12,513</u>	<u>\$ —</u>	<u>\$ 29</u>	<u>\$ 108,440</u>

See accompanying notes to unaudited consolidated financial statements.

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UNIVERSAL TRUCKLOAD SERVICES, INC.
Unaudited Consolidated Statements of Cash Flows
Thirty-nine Weeks ended October 1, 2005 and October 2, 2004
(In thousands)

	<u>2005</u>	<u>2004</u>
Cash flows from operating activities:		
Net income	\$ 12,513	\$ 7,635
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	3,166	2,713
Loss (gain) on disposal of property and equipment	26	(6)
Bad debt expense	1,191	1,227
Deferred income taxes	(710)	(466)
Change in assets and liabilities:		
Accounts receivable and due from CenTra and affiliates	(11,720)	(7,424)
Prepaid expenses and other	1,199	(2,776)
Accounts payable, accrued expenses and income taxes payable	6,364	5,637
Due to CenTra	(13)	(464)
Net cash provided by operating activities	<u>12,016</u>	<u>6,076</u>
Cash flows from investing activities:		
Capital expenditures	(5,786)	(2,873)
Proceeds from the sale of property and equipment	98	53
Purchases of marketable securities	(17,425)	—
Loans to CenTra	—	(4,043)
Repayment of loans to CenTra	1,764	—
Additions to goodwill	(602)	—
Acquisition of business	(100)	(13,334)
Net cash used in investing activities	<u>(22,051)</u>	<u>(20,197)</u>
Cash flows from financing activities:		
Repayments of long-term debt	(6,400)	(1,841)
Long-term debt borrowings	—	1,968
Net (repayments) borrowings under lines of credit	(31,598)	16,127
Payment of dividend	(50,000)	—
Proceeds from the issuance of common stock	113,367	—
Payment of offering costs	(2,479)	—
Net cash provided by financing activities	<u>22,890</u>	<u>16,254</u>
Net increase in cash and cash equivalents	12,855	2,133
Cash and cash equivalents — beginning of period	904	423
Cash and cash equivalents — end of period	<u>\$ 13,759</u>	<u>\$ 2,556</u>
Supplemental cash flow information:		
Cash paid for interest	<u>\$ 312</u>	<u>\$ 500</u>
Cash paid for taxes	<u>\$ 9,289</u>	<u>\$ 547</u>

See accompanying notes to unaudited consolidated financial statements.

UNIVERSAL TRUCKLOAD SERVICES, INC.

Unaudited Consolidated Statements of Cash Flows — Continued
Thirty-nine Weeks ended October 1, 2005 and October 2, 2004

Non-Cash investing transactions:

During the thirty-nine weeks ended October 1, 2005, UTSI exchanged trailers with a subsidiary of CenTra, Inc. (CenTra, Inc. and its subsidiaries and affiliates are referred to as “CenTra”), whereby the Company transferred 429 trailers with a book value of \$915,000 to CenTra in exchange for 300 trailers. The trailers received by UTSI were recorded at CenTra’s net book value of \$4,875,000. A deferred tax liability of \$1,125,000 was recorded resulting from the difference in the book and tax bases of the trailers received less the deferred tax liability that existed on the trailers given. Additionally, UTSI recorded a deemed capital contribution of \$1,835,000 in connection with this transaction (Note 2)

See accompanying notes to unaudited consolidated financial statements.

UNIVERSAL TRUCKLOAD SERVICES, INC.
Notes to Unaudited Consolidated Financial Statements

(1) Basis of Presentation

Pursuant to the rules and regulations of the Securities and Exchange Commission, the accompanying consolidated financial statements of Universal Truckload Services, Inc. and its wholly-owned subsidiaries (the Company or UTSI) have been prepared by UTSI, without audit by an independent registered public accounting firm. In the opinion of management, the unaudited consolidated financial statements include all normal recurring adjustments necessary to present fairly the information required to be set forth therein. Certain information and note disclosures normally included in financial statements prepared in accordance with accounting principles generally accepted in the United States of America have been condensed or omitted from these statements pursuant to such rules and regulations and, accordingly, should be read in conjunction with the consolidated financial statements as of December 31, 2004 and 2003 and for each of the years in the three-year period ended December 31, 2004 in the Company's Form 10-K filed with the Securities and Exchange Commission on March 30, 2005.

Through December 31, 2004, UTSI was a wholly-owned subsidiary of CenTra, Inc. On December 31, 2004, CenTra, Inc. distributed all of UTSI's common stock to Matthew T. Moroun and a trust controlled by Manuel J. Moroun, the sole shareholders of CenTra, Inc.. CenTra, Inc., its subsidiaries and affiliates are referred to as "CenTra".

Effective August 8, 2004, UTSI completed the acquisition of all the issued and outstanding common shares of AFA Enterprises, Inc. (AFA). The accounts of AFA and its wholly-owned subsidiaries are included in the Company's consolidated balance sheets as of October 1, 2005 and December 31, 2004 and the Company's consolidated income statements for the thirteen and thirty-nine weeks ended October 1, 2005 and from the acquisition date to October 2, 2004.

Effective November 1, 2004, UTSI completed the acquisition of certain assets of Nunn Yoest Principals & Associates, Inc. (NYP). The accounts of NYP are included in the Company's consolidated balance sheets as of October 1, 2005 and December 31, 2004 and the Company's consolidated income statements for the thirteen and thirty-nine weeks ended October 1, 2005.

On November 1, 2004, the Company amended its Articles of Incorporation increasing the authorized common shares to 40,000,000 and authorizing 5,000,000 shares of preferred stock. On November 4, 2004, the Board of Directors approved a 211-for-1 stock split of the Company's common stock. The stock split was payable in the form of a stock dividend on November 4, 2004. The capital stock accounts, all share data and earnings per share give effect to the stock split, applied retroactively, to all periods presented.

The Company's fiscal year ends on December 31. The Company's fiscal year consists of four quarters, each with thirteen weeks.

Certain reclassifications have been made to the December 31, 2004 balance sheet in order for it to conform to the October 1, 2005 presentation.

UNIVERSAL TRUCKLOAD SERVICES, INC.

Notes to Unaudited Consolidated Financial Statements — Continued

(2) Transactions with CenTra and Affiliates

CenTra has historically provided management services to UTSI, including treasury, legal, human resources, and tax services. The cost of these services is based on the utilization of the specific services. Management believes the allocation methods are reasonable. However, the costs of these services charged to UTSI are not necessarily indicative of the costs that would have been incurred if UTSI had internally performed or acquired these services as a separate unaffiliated entity. In connection with the spin-off on December 31, 2004, UTSI entered into a Transition Services Agreement with CenTra that ensures UTSI will continue to have access to these services. Pursuant to the Transition Services Agreement, UTSI has agreed to pay CenTra \$305,000 per year. The Transition Services Agreement terminates on December 31, 2006, which will permit UTSI to engage in an orderly transition of the services to our own administrative staff. The level of administrative services can be cut back by UTSI without penalty at any time, but CenTra is not obligated to provide substantial additional services beyond the current level.

In addition to management services, UTSI reimburses CenTra for other services. Following is a schedule of services provided and amounts paid (in thousands):

	Thirteen weeks ended		Thirty-nine weeks ended	
	October 1, 2005	October 2, 2004	October 1, 2005	October 2, 2004
Management services	\$ 76	\$ 76	\$ 229	\$ 229
Building & terminal rents	57	174	178	221
Maintenance services	227	342	615	734
Trailer rents	17	27	48	50
Health insurance	257	180	802	614
Total	<u>\$ 634</u>	<u>\$ 799</u>	<u>\$ 1,872</u>	<u>\$ 1,848</u>

An affiliate of CenTra charged UTSI \$2,579,000 and \$1,858,000 for personal liability and property damage insurance for the thirteen weeks ended October 1, 2005 and October 2, 2004, respectively. Charges for the thirty-nine weeks ended October 1, 2005 and October 2, 2004 were \$7,767,000 and \$5,587,000, respectively.

Operating revenues for the thirteen weeks ended October 1, 2005 and October 2, 2004 includes \$234,000 and \$1,261,000, respectively, of freight services provided to CenTra. Operating revenues for the thirty-nine weeks ended October 1, 2005 and October 2, 2004 includes \$748,000 and \$3,075,000, respectively, of freight services provided to CenTra. Related accounts receivable due from CenTra and affiliates was \$284,000 and \$502,000 as of October 1, 2005 and December 31, 2004, respectively.

Purchased transportation for the thirteen and thirty-nine weeks ended October 1, 2005 includes \$1,806,000 and \$5,708,000, respectively, of transportation services provided by CenTra to CrossRoad Carriers. Related accounts payable due to CenTra was \$579,000 at October 1, 2005. CenTra did not provide transportation services to the Company during the thirteen or thirty-nine weeks ended October 2, 2004.

The Company provides computer services to CenTra. Charges for such services totaled \$29,000 and \$14,000 for the thirteen weeks ended October 1, 2005 and October 2, 2004, respectively, and are reflected as a reduction of selling, general & administrative expenses in the statements of income. Charges for the thirty-nine weeks ended October 1, 2005 and October 2, 2004 totaled \$88,000 and \$41,000, respectively.

UNIVERSAL TRUCKLOAD SERVICES, INC.

Notes to Unaudited Consolidated Financial Statements — Continued

(2) Transactions with CenTra and Affiliates — continued

In February, March and October of 2004, the Company loaned CenTra an aggregate \$5,750,000, bearing interest at approximately 3.5%. In October 2004, the Company and CenTra agreed to treat \$4,000,000 of these loans and all unpaid interest as a dividend to CenTra. The remaining \$1,750,000 plus accrued interest was due on demand and repaid in February 2005. Interest income from CenTra for the thirty-nine weeks ended October 1, 2005 and October 2, 2004 was \$8,000 and \$69,000, respectively.

On December 28, 2004, the Company's board of directors declared a dividend of \$50,000,000 payable to CenTra. The effect of the dividend was a reduction in the balances of retained earnings and paid-in capital to zero. The portion of the dividend in excess of retained earnings and paid-in capital was reflected as distributions in excess of CenTra's contributed capital at December 31, 2004. Capital contributions in the Company were first allocated to the excess distributions account to reduce the balance to zero and subsequent capital contributions were allocated to paid-in capital. UTSI paid this dividend on February 15, 2005, from the proceeds of its initial public offering (see Note 6).

In December 2004, CenTra assigned UTSI its right to acquire a terminal yard in Dearborn, Michigan from a third-party for \$625,000. UTSI acquired the property in January 2005. Additionally, in February 2005, CenTra paid UTSI \$12,500 for an option to acquire the property and a right of first refusal. Under the option, CenTra will have the right, for a three-year period, to purchase the property from UTSI for \$688,000, plus the cost of any future improvements UTSI makes to the property. Under the right of first refusal, if UTSI receives a bona fide offer from a third-party to purchase or lease all or any portion of this property that UTSI decides to accept, UTSI must notify CenTra of this fact and CenTra may elect to lease or purchase, as applicable, the portion of the property that is subject to such offer on the same terms.

In May 2005, the Company exchanged equipment with CenTra whereby UTSI transferred 429 of its older trailers with a net book value of \$915,000 to CenTra in exchange for 300 newer trailers owned by CenTra. The Company believes the exchange qualifies as a tax-free exchange under the Internal Revenue Code. UTSI paid CenTra \$1,000,000, the difference in fair values of the trailers given and received. UTSI recorded the trailers it received at \$4,875,000, CenTra's net book value. For tax purposes, UTSI recorded the property at \$1,535,000, UTSI's tax basis in the trailers given of \$535,000 plus the \$1,000,000 of consideration paid. A deferred tax liability of \$1,125,000 was recorded resulting from the difference in the book and tax bases of the trailers received less the deferred tax liability that existed on the trailers given. Additionally, UTSI recorded a deemed capital contribution equaling \$1,835,000, the net book value of trailers received less the net book value of the trailers given, the consideration paid and the deferred tax liability recorded.

(3) Cash and Cash Equivalents

Cash and cash equivalents consist of cash and all investments with an original maturity of three months or less.

(4) Marketable Securities

Marketable securities, all of which are available for sale, consist of common stocks and municipal bonds. Marketable securities are carried at fair value, with unrealized gains and losses, net of related income taxes, reported as accumulated other comprehensive income.

UNIVERSAL TRUCKLOAD SERVICES, INC.
Notes to Unaudited Consolidated Financial Statements — Continued

(5) Goodwill

Goodwill represents the excess purchase price over the fair value of assets acquired in connection with the Company's acquisitions. Under SFAS 142 "Goodwill and Other Intangible Assets", UTSI is required to test goodwill for impairment annually or more frequently if an impairment indicator exists. During the thirteen weeks ended October 1, 2005, UTSI completed its goodwill impairment testing and determined that the fair value of each reporting unit exceeded the carrying value of the net assets of each reporting unit. Accordingly, no impairment loss was recognized.

(6) Debt

In March 2002, the Company established a line of credit with First Tennessee Bank, secured by the accounts receivable of Universal Am-Can, Ltd. (UACL) and Mason & Dixon Lines, Inc (MADL). The line of credit agreement provided for maximum borrowings of \$20,000,000 and contained certain restrictive covenants to be maintained by UACL and MADL, including limitations on the payment of dividends. Borrowings on the line of credit were at an interest rate of LIBOR as of the first day of the calendar month plus 1.65%. On June 29, 2004, the Company's line of credit agreement was amended, increasing its maximum borrowings to \$40,000,000 and changing the interest rate to LIBOR as of the first day of the calendar month plus 1.80%. The amended line of credit agreement was secured by all of the Company's accounts receivable, except AFA and CrossRoad Carriers, Inc., and contained various restrictive covenants. In August 2005, the Company's line of credit was further amended, reducing its maximum borrowings to \$20,000,000, decreasing the interest rate to LIBOR as of the first day of the calendar month plus 1.65% and extending its expiration date to August 31, 2006. The amended line of credit agreement is secured by the accounts receivable of UACL and MADL and contains various financial and restrictive covenants to be maintained by the Company, UACL and MADL. Amounts outstanding at October 1, 2005 and December 31, 2004 were \$0 and \$30,094,000, respectively.

Great American Lines, Inc., or GAL, a subsidiary of AFA, maintained a secured line of credit with PNC Bank National Association allowing GAL to borrow up to a maximum of \$6,000,000. GAL's secured line of credit was collateralized by substantially all of AFA's assets and bore interest at the bank's prime rate or LIBOR plus 1.75%. In addition, the agreement, in certain circumstances, limited AFA's ability and the ability of its subsidiaries to sell or dispose of assets, incur additional debt, pay dividends or distributions or redeem common stock. The agreement also contained customary representations and warranties, affirmative and negative covenants and events of default. The secured line of credit expired in June 2005. The Company did not renew or replace this line of credit.

Equipment purchased by UACL from CenTra in 2002 was financed by three promissory notes with Key Equipment Finance in the amount \$4,998,000 and were secured by the equipment. The notes contained certain restrictive covenants which the Company was required to maintain. The notes carried an interest rate of LIBOR as determined as of the 28th day of the month plus 1.53%. The notes were payable in monthly fixed principal payments of \$147,000 plus interest, through January 2005.

In 2003, the Company purchased 100 trailers from an unrelated party. The equipment purchase was financed by two promissory notes with Key Equipment Finance totaling \$1,917,000. The loans were secured by the equipment. The notes carried an interest rate of LIBOR as determined as of the 28th day of the month plus 1.7%. The notes were payable in monthly fixed principal payments of \$32,490 plus interest. These notes were paid in full in April 2005.

UNIVERSAL TRUCKLOAD SERVICES, INC.
Notes to Unaudited Consolidated Financial Statements — Continued

(6) Debt — continued

In August and October 2004, UACL entered into three promissory notes with General Electric Capital Corporation totaling \$2,460,000. The proceeds of these notes were used to finance the purchase of trailers. The notes were secured by the trailers purchased and were payable in monthly installments of \$50,783, including interest at a weighted average rate of 5.57%. The agreements also contained customary representations and warranties, affirmative and negative covenants, and events of default. These loans were paid in full in April 2005.

In October and December 2004, Mason Dixon Intermodal, Inc. entered into two promissory notes with Key Equipment Finance totaling \$844,000. The proceeds from the notes were used to acquire container chassis. The notes were secured by the chassis purchased and were payable in monthly installments of \$20,436 plus interest at rates ranging from LIBOR plus 1.75% to 4.98%. The loan agreement underlying these notes required Mason Dixon Intermodal to maintain various affirmative and negative covenants. These loans were paid in full in April 2005.

AFA had twelve loans and capital lease obligations outstanding with various financial institutions, with outstanding balances totaling \$1,640,000 as of December 31, 2004. These loans were paid in full at various times during the twenty-six weeks ended July 2, 2005.

(7) Initial Public Offering

On February 10, 2005, UTSI completed an initial public offering of 5,300,000 shares common stock at \$20.00 per share. After underwriting discounts and the payment of offering costs, UTSI received net proceeds of \$96,101,000. The proceeds from the offering were used to pay the \$50,000,000 dividend declared to CenTra and to repay all amounts outstanding under UTSI's secured lines of credit.

On March 11, 2005, the underwriters exercised their over-allotment option to purchase an additional 795,000 shares of common stock. The aggregate offering price of the shares of common stock issued and sold in connection with the over-allotment option was \$15,900,000. UTSI paid an additional \$1,113,000 in underwriting discounts and commissions, resulting in additional proceeds of \$14,787,000.

(8) Earnings Per Share

Basic earnings per common share amounts are based on the weighted average number of common shares outstanding, and diluted earnings per share amounts are based on the weighted average number of common shares outstanding plus the incremental shares that would have been outstanding upon the assumed exercise of all dilutive stock options.

At October 1, 2005, 260,000 options were outstanding to purchase shares of common stock, which have been excluded from the calculations of diluted earnings per share because such options were anti-dilutive.

UNIVERSAL TRUCKLOAD SERVICES, INC.
Notes to Unaudited Consolidated Financial Statements — Continued

(9) Stock Based Compensation

In December 2004, UTSI's board of directors adopted the 2004 Stock Incentive Plan ("the Plan"), which became effective upon completion of the Company's initial public offering. The Plan allows for the issuance of a total of 500,000 shares. The grants may be made in the form of restricted stock bonuses, restricted stock purchase rights, stock options, phantom stock units, restricted stock units, performance share bonuses, performance share units or stock appreciation rights. On February 11, 2005, UTSI granted 260,000 options to certain of its employees. The stock options granted vested immediately, mature in seven years and have an exercise price of \$22.50 per share. The Company accounts for stock options issued under the Plan pursuant to the recognition and measurement principles of APB Opinion No. 25, "Accounting for Stock Issued to Employees," and related interpretations. No stock-based employee compensation is reflected in net income from the Plan, as all options granted under the Plan had an exercise price equal to the fair market value of the underlying common stock on the date of grant.

The following table illustrates the effect on net income and earnings per share from the Plan, as if UTSI had applied the fair value recognition provisions of Statement of Financial Accounting Standards (SFAS) No. 123, "Accounting for Stock-Based Compensation."

	Thirteen weeks ended		Thirty-nine weeks ended	
	October 1, 2005	October 2, 2004	October 1, 2005	October 2, 2004
Net income, as reported	\$ 4,645	\$ 2,845	\$ 12,513	\$ 7,635
Less: Total stock based compensation determined using the fair value method, net of income tax	—	—	1,753	—
Pro forma net income	<u>\$ 4,645</u>	<u>\$ 2,845</u>	<u>\$ 10,760</u>	<u>\$ 7,635</u>
Earnings per common share — basic				
As reported	\$ 0.29	\$ 0.28	\$ 0.83	\$ 0.76
Pro forma	\$ 0.29	\$ 0.28	\$ 0.71	\$ 0.76
Earnings per common share — diluted				
As reported	\$ 0.29	\$ 0.28	\$ 0.83	\$ 0.76
Pro forma	\$ 0.29	\$ 0.28	\$ 0.71	\$ 0.76

The estimated grant date fair value of the stock options granted during the thirty-nine weeks ended October 1, 2005 was \$10.88 per share and was determined using the Black-Scholes option-pricing model. The assumptions used in estimating the grant date fair value are as follows:

Underlying share price	\$ 22.50
Exercise price of the option	\$ 22.50
Expected dividend rate	0.0%
Expected volatility	39.57%
Expected term of the option (in years)	7
Risk-free interest rate	4.02%

UNIVERSAL TRUCKLOAD SERVICES, INC.

Notes to Unaudited Consolidated Financial Statements — Continued

(10) Acquisition

Effective January 1, 2005, UTSI acquired Xtreme Trucking, LLC (Xxtreme). Xxtreme is a regional provider of truckload and brokerage services primarily in the Southern United States. The aggregate purchase price was \$100,000 in cash. Under the purchase agreement, the Company is required to pay additional cash consideration to the former owner of Xxtreme based on a percentage of all revenues generated during the period from January 1, 2005 to December 31, 2007, up to an aggregate of \$650,000. Any additional consideration paid to the former owners of Xxtreme will be treated as an additional cost of acquiring Xxtreme and will be recorded as goodwill. The pro forma effect of acquiring Xxtreme has been omitted as the effect is immaterial to UTSI's results of operations, financial position and cash flows.

(11) Comprehensive Income

Comprehensive income includes the following for the thirteen and thirty-nine weeks ended October 1, 2005. UTSI did not have any transactions resulting in comprehensive income in 2004 (in thousands).

	Thirteen Weeks Ended October 1, 2005	Thirty-nine Weeks Ended October 1, 2005
Net income	\$ 4,645	\$ 12,513
Unrealized holding gains on available for sale investments, net of income tax	(17)	29
Comprehensive income	<u>\$ 4,628</u>	<u>\$ 12,542</u>

(12) Contingencies

There are pending actions arising during the ordinary conduct of business. In the opinion of the Company, the liability, if any, arising from these actions will not have a material effect on the Company's financial position, results of operations or cash flows.

(13) Recent Accounting Pronouncements

In December 2004, the FASB issued SFAS No. 123 (revised 2004), "Share-Based Payment," to address the accounting for share-based payment transactions in which an enterprise receives employee services in exchange for (a) equity instruments of the enterprise or (b) liabilities that are based on the fair value of the enterprise's equity instruments or that may be settled by the issuance of such equity instruments. SFAS No. 123(R) requires an entity to recognize the grant date fair value of stock options and other equity based compensation issued to employees in the statement of income. The revised statement generally requires that an entity account for those transactions using the fair value based method and eliminates an entity's ability to account for share-based compensation transactions using the intrinsic value method of accounting. SFAS 123(R) is effective for the Company beginning on January 1, 2006. UTSI will adopt this statement using a modified version of prospective application on January 1, 2006. The adoption of this statement will result in compensation expense being recorded for grants of stock or stock options on or after January 1, 2006.

UNIVERSAL TRUCKLOAD SERVICES, INC.

Notes to Unaudited Consolidated Financial Statements — Continued

(13) Recent Accounting Pronouncements — continued

In May 2005, the FASB issued SFAS No. 154, “Accounting Changes and Error Corrections — a replacement of APB Opinion No. 20 and FASB Statement No. 3,” which changes the requirements for the accounting and reporting of a change in accounting principle. SFAS No. 154 applies to all voluntary changes in accounting principle and changes required by an accounting pronouncement in the unusual instance that the pronouncement does not include specific transition provisions. SFAS No. 154 is effective for accounting changes and corrections of errors made in fiscal years beginning after December 15, 2005. The Company does not believe the adoption of SFAS No. 154 will have a material impact on its financial position, results of operations or cash flows.

(14) Subsequent Events

Acquisition of Mark Largent, Inc.

On October 14, 2005, UTSI acquired certain assets of Marc Largent, Inc. (Largent). Largent is a regional provider of intermodal services primarily in the Western United States. The aggregate purchase price was \$1,000,000 in cash. Under the purchase agreement, the Company is required to pay additional cash consideration to the former owner of Largent based on a percentage of all revenues generated during the period from October 14, 2005 to October 13, 2008. Any additional consideration paid to the former owner of Largent will be treated as an additional cost of acquiring Largent.

Acquisition of Property

On August 24, 2005, UTSI acquired a thirty-nine acre property located in Cleveland, Ohio for \$1,700,000 in cash. The Company intends to develop this property into an intermodal container facility.

ITEM 2: MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Some of the statements and assumptions in this Form 10-Q are forward-looking statements. These statements identify prospective information. Important factors could cause actual results to differ, possibly materially, from those in the forward-looking statements. In some cases you can identify forward-looking statements by words such as "anticipate," "believe," "could," "estimate," "plan," "intend," "may," "should," "will" and "would" or other similar words. You should read statements that contain these words carefully because they discuss our future expectations, contain projections of our future results of operations or of our financial position or state other "forward-looking" information. Forward-looking statements should not be read as a guarantee of future performance or results, and will not necessarily be accurate indications of the times at, or by which, such performance or results will be achieved. Forward-looking information is based on information available at the time and/or management's good faith belief with respect to future events, and is subject to risks and uncertainties that could cause actual performance or results to differ materially from those expressed in the statements. The factors listed in the section captioned "Factors That May Affect Future Results or Forward Looking Statements" in Item 7 in our Form 10-K for the year ended December 31, 2004, as well as any other cautionary language in Item 7 of that Form 10-K, provide examples of risks, uncertainties and events that may cause our actual results to differ materially from the expectations we describe in our forward-looking statements.

Forward-looking statements speak only as of the date the statements are made. We assume no obligation to update forward-looking statements to reflect actual results, changes in assumptions or changes in other factors affecting forward-looking information except to the extent required by applicable securities laws. If we do update one or more forward-looking statements, no inference should be drawn that we will make additional updates with respect thereto or with respect to other forward-looking statements.

Unless the context indicates otherwise, "we," "our" and "us" refers to Universal Truckload Services, Inc. and its subsidiaries.

Overview

We are a primarily non-asset based provider of transportation services to shippers throughout the United States and in the Canadian provinces of Ontario and Quebec. We offer flatbed and dry van trucking services, as well as rail-truck and steamship-truck intermodal and truck brokerage services. We primarily operate through a contractor network of independent sales agents and owner-operators of tractors and trailers. In return for their services, we pay our agents and owner-operators a percentage of the revenue they generate for us.

Our use of agents and owner-operators reduces our need to provide non-driver facilities and tractor and trailer fleets. The primary physical assets we provide to our agents and owner-operators include a portion of our trailer fleet, our headquarters facility, our management information systems and our intermodal depot facilities. Our business model provides us with a highly variable cost structure, allows us to grow organically using relatively small amounts of cash, gives us a higher return on assets compared to many of our asset-based competitors and preserves an entrepreneurial spirit among our agents and owner-operators that we believe leads to improved operating performance. For the thirteen and thirty-nine weeks ended October 1, 2005, approximately 88.1% and 87.2%, respectively, of our total operating expenses were variable in nature and our capital expenditures were \$1.3 million and \$5.8 million, respectively.

On August 8, 2004, we acquired all of the issued and outstanding common stock of AFA Enterprises, Inc., a Pennsylvania Corporation (or AFA), for aggregate consideration of \$15.3 million in cash. Substantially all of AFA's revenue is generated through one of its subsidiaries, Great American Lines, Inc., which is a primarily non-asset based provider of transportation services, operating primarily east of the Mississippi River. Great American Lines offers flatbed, dry van and brokerage services.

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On November 1, 2004, we acquired the furniture, fixtures, customer list and goodwill of Nunn Yoest Principals & Associates, Inc. (or NYP) for aggregate consideration of \$1.6 million in cash. We used these assets to establish our CrossRoad Carriers operating subsidiary. In addition, under the asset purchase agreement entered into in connection with the transaction, we will pay additional cash consideration to the former owners of NYP equal to 1.5% of the operating revenues generated by our CrossRoad Carriers business, subject to certain limitations, through November 2007. CrossRoad Carriers is a rail and truck brokerage firm, operating primarily in the United States.

Results of Operations

The following table sets forth items derived from our consolidated statements of income for the thirteen and thirty-nine weeks ended October 1, 2005 and October 2, 2004, presented as a percentage of operating revenues:

	Thirteen Weeks Ended		Thirty-nine Weeks Ended	
	October 1, 2005	October 2, 2004	October 1, 2005	October 2, 2004
Operating revenues	100%	100%	100%	100%
Operating expenses:				
Purchased transportation	76.8	74.8	76.3	74.4
Commissions expense	6.4	7.5	6.4	7.8
Other operating expenses	1.2	1.5	1.3	1.4
Selling, general and administrative	6.5	7.3	7.3	7.5
Insurance and claims	2.7	2.8	2.7	2.7
Depreciation and amortization	0.8	1.1	0.8	1.1
Total operating expenses	94.5	95.1	94.8	94.9
Operating income	5.5	4.9	5.2	5.1
Interest income (expense), net	0.1	(0.2)	0.1	(0.2)
Income before provision for income taxes	5.6	4.7	5.3	4.9
Provision for income taxes	2.2	1.8	2.0	1.8
Net income	3.4%	2.9%	3.3%	3.1%

Thirty-nine Weeks Ended October 1, 2005 Compared to Thirty-nine Weeks ended October 2, 2004

Operating revenues. Operating revenues for the thirty-nine weeks ended October 1, 2005 increased by \$136.2 million, or 54.9%, to \$384.1 million from \$247.9 million for the thirty-nine weeks ended October 2, 2004. Approximately \$51.8 million of the increase in operating revenues is attributable to AFA's operations. AFA's 2005 operating revenues consisted of \$48.8 million from its truckload operations and \$15.7 million from its brokerage operations. AFA's operating revenues from the date of acquisition through October 1, 2004 were \$12.7 million. Approximately \$32.3 million of the increase in operating revenues is attributable to CrossRoad Carriers' brokerage operations. The remaining revenue increase of \$52.1 million was a result of improved economic conditions, which contributed to increased freight demand and higher rates. For the thirty-nine weeks ended October 1, 2005, our operating revenue per loaded mile, excluding fuel surcharges, from our combined truckload and brokerage operations increased to \$1.99 from \$1.79 for the thirty-nine weeks ended October 2, 2004. Excluding the effects of AFA and CrossRoad Carriers, revenue from our truckload operations increased by \$22.6 million, or 13.71%, to \$187.5 million for thirty-nine weeks ended October 1, 2005 from \$164.9 million for the thirty-nine weeks ended October 2, 2004. Excluding the effects of AFA and CrossRoad Carriers, revenue from our brokerage operations increased by \$18.9 million, or 42.5%, to \$63.4 million for the thirty-nine weeks ended October 1, 2005 compared to \$44.5 million for the thirty-nine weeks ended October 2, 2004. Revenue from our intermodal support services increased by \$9.6 million, or 36.9%, to \$35.5 million for the thirty-nine weeks ended October 1, 2005 from \$25.9 million for the thirty-nine weeks ended October 2, 2004.

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Purchased transportation. Purchased transportation expense for the thirty-nine weeks ended October 1, 2005 increased by \$108.5 million, or 58.8%, to \$292.9 million from \$184.4 million for the thirty-nine weeks ended October 2, 2004. As a percentage of operating revenues, purchased transportation expense increased to 76.3% for the thirty-nine weeks ended October 1, 2005 from 74.4% for the thirty-nine weeks ended October 2, 2004. The absolute increase was primarily due to the growth in our operating revenues. Purchased transportation expense generally increases or decreases in proportion to the revenues generated through owner-operators and other third-party providers. The increase in purchased transportation as a percent of operating revenues is due to a \$15.7 million increase in fuel surcharges, which are passed through to owner-operators. Fuel surcharges for the thirty-nine weeks ended October 1, 2005 were \$22.5 million compared to \$6.8 million for the thirty-nine weeks ended October 2, 2004. Additionally, AFA's and CrossRoad Carriers' purchased transportation as a percent of operating revenues is higher than our historical averages.

Commissions expense. Commissions expense for the thirty-nine weeks ended October 1, 2005 increased by \$5.3 million, or 27.2%, to \$24.7 million from \$19.4 million for the thirty-nine weeks ended October 2, 2004. As a percentage of operating revenues, commissions expense decreased to 6.4% for the thirty-nine weeks ended October 1, 2005 compared to 7.8% for thirty-nine weeks ended October 2, 2004. The absolute increase was primarily due to the growth in our operating revenues. The decrease in commissions expense as a percentage of revenue primarily results from CrossRoad Carriers having no commission expense associated with its revenue since they do not utilize agents. Additionally, AFA controls a substantial portion of its business, on which it does not pay any commissions. AFA commissions as a percent of its operating revenues are 4.1%.

Other operating expense. Other operating expense for the thirty-nine weeks ended October 1, 2005 increased by \$1.5 million, or 41.8%, to \$5.1 million from \$3.6 million for the thirty-nine weeks ended October 2, 2004. As a percentage of operating revenues, other operating expense decreased slightly for the thirty-nine weeks ended October 1, 2005 to 1.3% from 1.4% for the thirty-nine weeks ended October 2, 2004. The absolute increase was primarily due to the inclusion of AFA's and CrossRoad Carriers' other operating expenses totaling \$1.1 million, and a \$442,000 increase in permit costs resulting primarily from increased flatbed revenue.

Selling, general and administrative. Selling, general and administrative expense for the thirty-nine weeks ended October 1, 2005 increased by \$9.3 million, or 49.8%, to \$28.0 million from \$18.7 million for the thirty-nine weeks ended October 2, 2004. As a percentage of operating revenues, selling, general and administrative expense decreased to 7.3% for the thirty-nine weeks ended October 1, 2005 from 7.5% for the thirty-nine weeks ended October 2, 2004. The absolute increase in selling, general and administrative expense was primarily a result of the inclusion of AFA's and CrossRoad Carriers' selling, general and administrative expenses totaling \$6.3 million, a \$2.1 million increase in salaries and wages, and related payroll taxes and fringe benefits, a \$470,000 increase in professional fees and a \$275,000 legal settlement. The increase in professional fees is primarily attributable to costs incurred in connection with being a publicly held company and an increase in tax services provided by third parties resulting from CenTra no longer providing tax services to the Company in 2005.

Insurance and claims. Insurance and claims expense for the thirty-nine weeks ended October 1, 2005 increased by \$3.6 million, or 55.2%, to \$10.2 million from \$6.6 million for the thirty-nine weeks ended October 2, 2004. As a percentage of operating revenues, insurance and claims remained constant at 2.7%. The absolute increase was primarily due to 1) the inclusion of AFA's and CrossRoad Carriers' insurance and claims expense totaling \$1.3 million, 2) a \$1.3 million increase in auto liability reserves, and 3) a \$1.2 million increase in auto liability insurance premiums. The increase in auto liability reserves was based on the frequency and severity of claims incurred in the thirty-nine weeks ended October 1, 2005. We self-insure for amounts between \$1.0 million and \$10.0 million and for all amounts over \$20.0 million, related to auto liability claims. The increase in auto liability insurance premiums is a result of the increase in the size of our owner-operator fleet, an increase in insurance rates and excess auto liability coverage obtained in December 2004. Prior to December 2004, we maintained auto liability coverage for claims up to \$1.0 million. In December 2004, the Company purchased excess auto liability insurance for claims exceeding \$10.0 million.

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Depreciation and amortization. Depreciation and amortization for the thirty-nine weeks ended October 1, 2005 increased by \$453,000, or 16.7%, to \$3.2 million from \$2.7 million for the thirty-nine weeks ended October 2, 2004. As a percent of operating revenues, depreciation and amortization decreased to 0.8% for the thirty-nine weeks ended October 1, 2005 compared to 1.1% for the thirty-nine weeks ended October 2, 2004. The absolute increase was primarily due to the inclusion of AFA's and CrossRoad Carriers' depreciation and amortization totaling \$655,000, offset by the effect of the change in the estimated salvage value of our trailers on January 1, 2005. Previously we estimated that our trailers had no salvage value at the end of their useful life of seven years. However, based on our evaluation of current market conditions, we estimate that our trailers will have a salvage value equal to 20% of their original cost. As a result, the estimated salvage value of all trailers owned as of January 1, 2005 has been revised to equal 20% of their original cost. Any trailers acquired after January 1, 2005, will have an estimated salvage value of 20% of their original cost. We expect net income for the year ended December 31, 2005, net of income taxes, to be \$262,000 higher than it would have been had we not revised our estimated salvage values.

Interest expense (income), net Net interest income for the thirty-nine weeks ended October 1, 2005 was \$183,000 compared to net interest expense of \$399,000 for the thirteen weeks ended October 2, 2004. The decrease in net interest expense of \$582,000 or 145.9% resulted from the repayment of \$38.0 million under our secured lines of credit and secured equipment loans in 2005 using the proceeds from our initial public offering. Additionally, in 2005, interest income has been generated on the remaining proceeds from our offering.

Provision for income taxes. Provision for income taxes for the thirty-nine weeks ended October 1, 2005 increased by \$3.2 million, or 71.1%, to \$7.8 million from \$4.5 million for the thirty-nine weeks ended October 2, 2004. For the thirty-nine weeks ended October 1, 2005 and October 2, 2004, we had an effective income tax rate of 38.3% and 37.3%, respectively, based upon our income before provision for income taxes. In 2004, as a wholly-owned subsidiary of CenTra, our taxes were included in CenTra's consolidated return. However, each of our operating subsidiaries calculated its provision for income taxes as if it was preparing a separate federal income tax return on a non-consolidated, standalone basis and the amount of taxes owed (as reflected on these returns) was remitted to CenTra.

Thirteen Weeks Ended October 1, 2005 Compared to Thirteen Weeks ended October 2, 2004

Operating revenues. Operating revenues for the thirteen weeks ended October 1, 2005 increased by \$38.7 million, or 39.9%, to \$135.6 million from \$97.0 million for the thirteen weeks ended October 2, 2004. Approximately \$8.7 million of the increase in operating revenues is attributable to AFA's operations. AFA's operating revenues for the thirteen weeks ended October 1, 2005 consisted of \$16.6 million from its truckload operations and \$4.8 million from its brokerage operations. AFA's operating revenues from the date of acquisition through October 2, 2004 were \$12.7 million. Approximately \$11.4 million of the increase in operating revenues is attributable to CrossRoad Carriers' brokerage operations. The remaining revenue increase of \$18.6 million was a result of improved economic conditions, which contributed to increased freight demand and higher rates. For the thirteen weeks ended October 1, 2005, our operating revenue per loaded mile, excluding fuel surcharges, from our combined truckload and brokerage operations increased to \$2.08 from \$1.87 for the thirteen weeks ended October 2, 2004. Excluding the effects of AFA and CrossRoad Carriers, revenue from our truckload operations increased by \$8.7 million, or 14.8%, to \$67.3 million for thirteen weeks ended October 1, 2005 from \$58.6 million for the thirteen weeks ended October 2, 2004. Excluding the effects of AFA and CrossRoad Carriers, revenue from our brokerage operations increased by \$6.1 million, or 37.0%, to \$22.6 million for the thirteen weeks ended October 1, 2005 compared to \$16.5 million for the thirteen weeks ended October 2, 2004. Revenue from our intermodal support services increased by \$3.8 million, or 41.6%, to \$13.0 million for the thirteen weeks ended October 1, 2005 from \$9.2 million for the thirteen weeks ended October 2, 2004.

Purchased transportation. Purchased transportation expense for the thirteen weeks ended October 1, 2005 increased by \$31.7 million, or 43.7%, to \$104.2 million from \$72.5 million for the thirteen weeks ended October 2, 2004. As a percentage of operating revenues, purchased transportation expense increased to 76.8% for the thirteen weeks ended October 1, 2005 from 74.8% for the thirteen weeks ended October 2, 2004. The absolute increase was primarily due to the growth in our operating revenues. Purchased transportation expense generally increases or decreases in proportion to the revenues generated through

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owner-operators and other third-party providers. The increase in purchased transportation as a percent of operating revenues is primarily due to a \$6.1 million increase in fuel surcharges, which are passed through to owner-operators. Fuel surcharges for the thirteen weeks ended October 1, 2005 were \$9.4 million compared to \$3.3 million for the thirteen weeks ended October 2, 2004. Additionally, AFA's and CrossRoad Carriers' purchased transportation as a percent of operating revenues are higher than our historical averages.

Commissions expense. Commissions expense for the thirteen weeks ended October 1, 2005 increased by \$1.5 million, or 20.4%, to \$8.7 million from \$7.3 million for the thirteen weeks ended October 2, 2004. As a percentage of operating revenues, commissions expense decreased to 6.4% for the thirteen weeks ended October 1, 2005 compared to 7.5% for thirteen weeks ended October 2, 2004. The absolute increase was primarily due to the growth in our operating revenues. The decrease in commissions expense as a percentage of revenue primarily results from CrossRoad Carriers having no commission expense associated with its revenue, since they do not utilize agents. Additionally, AFA controls a substantial portion of its business, on which it does not pay any commissions. AFA commissions as a percent of its operating revenues is 4.1%.

Other operating expense. Other operating expense for the thirteen weeks ended October 1, 2005 increased by \$176,000, or 11.8%, to \$1.7 million from \$1.5 million for the thirteen weeks ended October 2, 2004. As a percentage of operating revenues, other operating expense decreased to 1.2% for the thirteen weeks ended October 1, 2005 compared to 1.5% for the thirteen weeks ended October 2, 2004. The absolute increase was primarily due to inclusion of AFA's and CrossRoad Carriers' other operating expenses.

Selling, general and administrative. Selling, general and administrative expense for the thirteen weeks ended October 1, 2005 increased by \$1.7 million, or 23.7%, to \$8.8 million from \$7.1 million for the thirteen weeks ended October 2, 2004. As a percentage of operating revenues, selling, general and administrative expense decreased to 6.5% for the thirteen weeks ended October 1, 2005 from 7.3% for the thirteen weeks ended October 2, 2004. The absolute increase in selling, general and administrative expense was primarily a result of the inclusion of AFA's and CrossRoad Carriers' selling, general and administrative expenses totaling \$1.3 million and a \$724,000 increase in salaries and wages and related payroll taxes and fringe benefits, offset by a \$391,000 decrease in bad debt expense. The decrease in bad debt expense is primarily a result of increased collection efforts throughout the thirty-nine weeks ended October 1, 2005. The decrease in selling, general and administrative expenses as a percent of revenue is a result of increased revenues and our ability to hold the increase in selling, general & administrative expenses below the operating revenue growth rate primarily because rate increases were a substantial source of revenue growth and rate increases do not typically result in increased overhead expenses.

Insurance and claims. Insurance and claims expense for the thirteen weeks ended October 1, 2005 increased by \$1.0 million, or 37.3%, to \$3.7 million from \$2.7 million for the thirteen weeks ended October 2, 2004. As a percentage of operating revenues, insurance and claims decreased slightly to 2.7% for the thirteen weeks ended October 1, 2005 from 2.8% for the thirteen weeks ended October 2, 2004. The absolute increase was primarily due to a \$700,000 increase in our auto liability reserve, a \$358,000 increase in insurance rates primarily resulting from the growth in our owner-operator provided fleet of tractors which are covered under our auto liability insurance policies and the inclusion of AFA's and CrossRoad Carriers' insurance and claims expense totaling \$154,000. The increase in auto liability reserves was based on the frequency and severity of claims incurred in the thirteen weeks ended October 1, 2005. These increases were offset by a \$251,000 decrease in cargo claims during the thirteen weeks ended October 1, 2005.

Depreciation and amortization. Depreciation and amortization for the thirteen weeks ended October 1, 2005 decreased by \$3,000, or 0.3%, to \$1.1 million from \$1.1 million for the thirteen weeks ended October 2, 2004. As a percent of operating revenues, depreciation and amortization decreased to 0.8% for the thirteen weeks ended October 1, 2005 compared to 1.1% for the thirteen weeks ended October 2, 2004.

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Interest expense (income), net. Net interest income for the thirteen weeks ended October 1, 2005 was \$198,000 compared to net interest expense of \$189,000 for the thirteen weeks ended October 2, 2004. The decrease in net interest expense of \$387,000 or 204.8% resulted from the repayment of \$38.0 million under our secured lines of credit and secured equipment loans in 2005 using the proceeds from our initial public offering. Additionally, in 2005, interest income has been generated on the remaining proceeds from our offering.

Provision for income taxes. Provision for income taxes for the thirteen weeks ended October 1, 2005 increased by \$1.2 million, or 68.6%, to \$3.0 million from \$1.8 million for the thirteen weeks ended October 2, 2004. For the thirteen weeks ended October 1, 2005 and October 2, 2004, we had an effective income tax rate of 38.9% and 38.1%, respectively, based upon our income before provision for income taxes. In 2004, as a wholly-owned subsidiary of CenTra, our taxes were included in CenTra's consolidated return. However, each of our operating subsidiaries calculated its provision for income taxes as if it was preparing a separate federal income tax return on a non-consolidated, standalone basis and the amount of taxes owed (as reflected on these returns) was remitted to CenTra.

Liquidity and Capital Resources

Our primary sources of liquidity are the net proceeds from our initial public offering, funds generated by operations and our revolving secured line of credit with First Tennessee Bank.

We employ a primarily non-asset based operating strategy. Substantially all of the tractors and more than 50% of the trailers utilized in our business are provided by our owner-operators and we have no capital expenditure requirements relating to this equipment. As a result, our capital expenditure requirements are limited in comparison to most large trucking companies which maintain sizable fleets of owned tractors and trailers, requiring significant capital expenditures.

Through October 1, 2005, we have made capital expenditures totaling \$5.8 million. These expenditures can be segregated into equipment purchases totaling \$2.9 million and property acquisitions totaling \$2.9 million. Equipment purchases consist primarily of trailers, computer equipment and other miscellaneous equipment. Property acquisitions consist of \$2.2 million for a building in Warren, Michigan that will serve as our new corporate headquarters and \$625,000 for a terminal yard in Dearborn, Michigan. In the last quarter of 2005, we expect to incur additional capital expenditures, exclusive of acquisitions, of approximately \$4.9 million to \$6.8 million, including approximately \$2.6 million to \$3.7 million for the acquisition of and improvements to two new container facilities, \$250,000 to \$750,000 for renovations and improvements to the Warren, Michigan building and \$2.1 million to \$2.4 million for tractors, trailers and other equipment.

In 2006, exclusive of acquisitions, we expect to incur capital expenditures of \$8.2 million to \$11.9 million relating to property acquisitions, for renovations and improvements to the Warren, Michigan building and additional terminal yards or container facilities. Additionally, we expect to incur capital expenditures of \$4.6 million to \$6.3 million for tractors, trailers and other equipment. We expect that our working capital and available borrowings will be sufficient to meet our capital commitments and fund our operational needs for at least the next twelve months. On a longer-term basis, based on the availability under our line of credit and other financing sources and assuming the continuation of our current level of profitability, we do not expect that we will experience any liquidity constraints in the foreseeable future.

We continue to evaluate business development opportunities, including potential acquisitions that fit our strategic plans. There can be no assurance that we will identify any opportunities that fit our strategic plans or will be able to execute any such opportunities on terms acceptable to us. Any such opportunities will be financed from available cash on hand and our secured line of credit.

On December 28, 2004, our board of directors declared a special dividend of \$50.0 million payable out of the proceeds of our initial public offering to CenTra, our sole shareholder on the record date for this dividend. We paid this dividend immediately following our initial public offering in February 2005. We currently intend to retain our future earnings to finance our growth and do not anticipate paying subsequent cash dividends in the future.

Secured Lines of Credit

Under our secured line of credit with First Tennessee Bank, as amended on August 31, 2005, our maximum borrowings are \$20.0 million. The secured line of credit is collateralized by the accounts receivable of Universal Am-Can, Ltd. (UACL) and Mason & Dixon Lines, Inc. (MADL) and bears interest at a rate equal to LIBOR plus 1.65%. The agreement governing our secured line of credit contains various financial and restrictive covenants to be maintained by us, UACL and MADL, including requiring us to maintain a tangible net worth of at least \$20.0 million and a ratio of total liabilities to tangible net worth ratio not to exceed 2 to 1. Additionally, UACL and MADL are required to maintain tangible net worth of \$3.5 million and \$12.5 million, respectively. For purposes of this agreement, net worth is defined as the difference between our total assets and total liabilities and tangible net worth is defined as net worth, plus subordinated debt, less the value assigned to intangibles in accordance with generally accepted accounting principles. In addition, the agreement may, in certain circumstances, limit our ability and the ability of our subsidiaries to sell or dispose of assets, incur additional debt, pay dividends or distributions or redeem common stock. The agreement also contains customary representations and warranties, affirmative and negative covenants and events of default. As of October 1, 2005, there are no amounts outstanding under our line of credit.

Great American Lines maintained a secured line of credit with PNC Bank National Association allowing it to borrow up to a maximum of \$6.0 million. In February 2005, we repaid the outstanding balance under this secured line of credit, using a portion of the net proceeds of our initial public offering. This secured line of credit expired in June 2005 and was not renewed or replaced.

Secured Equipment Loans and Capital Lease Obligations

All secured equipment loans and capital lease obligations outstanding at December 31, 2004 were repaid at various times during the thirty-nine weeks ended October 1, 2005 using a portion of the proceeds from our initial public offering.

Discussion of Cash Flows

Historically, we have funded our operations through cash flow from operations and short term-borrowings under our secured line of credit with First Tennessee Bank.

The \$12.0 million of net cash provided by operating activities for the thirty-nine weeks ended October 1, 2005 was generated primarily from \$12.5 million in net income and the add back of non-cash items such as depreciation and amortization, bad debt expense and deferred income taxes totaling \$3.7 million. Net cash provided by operating activities also reflects a decrease due to changes in net working capital of \$4.2 million. The net working capital decrease resulted primarily from an increase in accounts receivable of \$11.7 million, offset by a \$1.2 million decrease in prepaid expenses and other assets and a \$6.4 million increase in accounts payable, accrued liabilities and income taxes payable.

Net cash used in investing activities for the thirty-nine weeks ended October 1, 2005 was \$22.1 million, consisting primarily of capital expenditures of \$5.8 million, \$100,000 paid in connection with the acquisition of Xtreme Trucking LLC (Xxtreme) in January 2005, the purchase of marketable securities totaling \$17.4 million and contingent payments to the former owners of CrossRoad Carriers and Xxtreme of \$602,000, offset by proceeds from the repayment of a \$1.8 million loan to CenTra and proceeds received from the sale of equipment totaling \$98,000.

Net cash provided by financing activities for the thirty-nine weeks ended October 1, 2005 was \$22.9 million, resulting primarily from the net proceeds received from the initial public offering of common stock of \$110.9 million, offset by the payment to CenTra of the \$50.0 million cash dividend declared in December 2004, the repayment of \$31.6 million borrowed under our secured lines of credit and the repayment of \$6.4 million of long-term debt.

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Off Balance Sheet Arrangements

In connection with the acquisition of NYP on November 1, 2004, we agreed to pay the former owners an amount equal to 1.5% of operating revenues generated by CrossRoad Carriers subject to certain limitations, through November 2007.

In connection with this acquisition of Xtreme on January 1, 2005, we agreed to pay the former owner an amount equal to 2.5% of operating revenues generated from these assets, up to an aggregate of \$650,000, through December 2007.

On October 14, 2005, we acquired certain assets of Marc Largent, Inc. (Largent). In connection with the acquisition we agreed to pay former owner an amount equal to 1.0% of operating revenues generated from these assets, subject to certain limitations, through October 13, 2008.

Critical Accounting Policies

A summary of critical accounting policies is presented in Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations — Critical Accounting Policies" of our Form 10-K for the year ended December 31, 2004. There have been no changes in the accounting policies followed by us during the thirty-nine weeks ended October 1, 2005.

Effect of Recent Accounting Pronouncements

In December 2004, the FASB issued SFAS No. 123 (revised 2004), "Share-Based Payment", to address the accounting for share-based payment transactions in which an enterprise receives employee services in exchange for (a) equity instruments of the enterprise or (b) liabilities that are based on the fair value of the enterprise's equity instruments or that may be settled by the issuance of such equity instruments. SFAS No. 123(R) requires an entity to recognize the grant-date fair-value of stock options and other equity-based compensation issued to employees in the statement of income. The revised SFAS No. 123(R) generally requires that an entity account for those transactions using the fair-value based method, and eliminates an entity's ability to account for share-based compensation transactions using the intrinsic value method of accounting under APB Opinion No. 25, "Accounting for Stock Issued to Employees." SFAS No. 123(R) is effective for us beginning January 1, 2006. We will adopt this statement using a modified version of prospective application on January 1, 2006.

In May 2005, the FASB issued SFAS No. 154, "Accounting Changes and Error Corrections – a replacement of APB Opinion No. 20 and FASB Statement No. 3," which changes the requirements for the accounting and reporting of a change in accounting principle. SFAS No. 154 applies to all voluntary changes in accounting principle and changes required by an accounting pronouncement in the unusual instance that the pronouncement does not include specific transition provisions. SFAS No. 154 is effective for accounting changes and corrections of errors made in fiscal years beginning after December 15, 2005. We do not believe the adoption of SFAS No. 154 will have a material impact on our financial position, results of operations or cash flows.

Effects of Inflation

Management does not believe general inflation has had a material impact on our results of operations or financial condition in the past five years. However, inflation higher than that experienced in the past five years might have an adverse effect on our future results of operations.

Seasonality

Our operations are subject to seasonal trends common to the trucking industry. Results of operations in the first quarter are typically lower than the second, third and fourth quarters.

ITEM 3: QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Interest Rate Risk

Our market risk is affected by changes in interest rates. Our secured line of credit bears interest at a floating rate equal to LIBOR plus 1.80%. Accordingly, changes in LIBOR would affect the interest rate on and therefore our cost under the line of credit. We currently do not have a balance outstanding under the line of credit.

Included in cash and cash equivalents are \$10.1 million in short-term investment grade instruments. The interest rates on these instruments are adjusted to market rates at least monthly. In addition, we have the ability to put these instruments back to the issuer at any time. Accordingly, any future interest rate risk on these short-term investments would not be material.

Included in marketable securities are \$16.1 million in short-term investment grade instruments. The interest rates on these instruments are adjusted to market rates at least monthly. Accordingly, any future interest rate risk on these short-term investments would not be material.

We did not have any interest rate swap agreements as of the date of this Form 10-Q.

Commodity Price Risk

Fluctuations in fuel prices can affect our profitability by affecting our ability to retain or recruit owner-operators. Our owner-operators bear the costs of operating their tractors, including the cost of fuel. The tractors operated by our owner-operators consume large amounts of diesel fuel. Diesel fuel prices fluctuate greatly due to economic, political and other factors beyond our control. To address fluctuations in fuel prices, we seek to impose fuel surcharges on our customers and pass these surcharges on to our owner-operators. Historically, these arrangements have not fully protected our owner-operators from fuel price increases. If costs for fuel escalate significantly it could make it more difficult to attract additional qualified owner-operators and retain our current owner-operators. If we lose the services of a significant number of owner-operators or are unable to attract additional owner-operators, it could have a materially adverse effect on our financial condition and results of operations.

ITEM 4: CONTROLS AND PROCEDURES

Disclosure Controls and Procedures

We carried out an evaluation, under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures pursuant to Rule 13a-15 of the Securities Exchange Act of 1934, as amended (or the Exchange Act). Based upon that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that, as of October 1, 2005, our disclosure controls and procedures were effective in causing the material information required to be disclosed in the reports that it files or submits under the Exchange Act to be recorded, processed, summarized and reported, to the extent applicable, within the time periods required for us to meet the Securities and Exchange Commission's (or SEC) filing deadlines for these reports specified in the SEC's rules and forms.

Internal Controls

There have been no changes in our internal controls over financial reporting during the thirteen weeks ended October 1, 2005 identified in connection with our evaluation that has materially affected, or are reasonably likely to materially affect, our internal controls over financial reporting.

PART II – OTHER INFORMATION

ITEM 1: LEGAL PROCEEDINGS

The nature of our business routinely results in litigation incidental to the ordinary course of our business, primarily involving claims for personal injury and property damage incurred in the transportation of freight. We believe all such litigation is adequately covered by insurance or otherwise reserved for and that adverse results in one or more of those cases would not have a materially adverse effect on our financial condition, operating results and cash flows. We are not currently involved in any material legal proceedings or litigation.

ITEM 2: UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

None

ITEM 3: DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 4: SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

No matters were submitted to a vote of security holders during the thirteen weeks ended October 1, 2005.

ITEM 5: OTHER INFORMATION

None.

ITEM 6: EXHIBITS

(a) Exhibits

The exhibits listed on the Exhibit Index are furnished as part of this quarterly report on Form 10-Q.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report on Form 10-Q to be signed on its behalf by the undersigned, thereunto duly authorized.

Universal Truckload Services, Inc.
(Registrant)

Date: November 14, 2005

By: /S/ Robert E. Sigler
Robert E. Sigler, Vice President,
Chief Financial Officer, Secretary and
Treasurer

Date: November 14, 2005

By: /S/ Donald B. Cochran
Donald B. Cochran, President and Chief
Executive Officer

EXHIBIT INDEX

Exhibit No.	Description
2.1	Purchase Agreement, dated as of August 12, 2004, between Angelo A. Fonzi and Universal Truckload Services, Inc. (Incorporated by reference to Exhibit 2.1 to the Registrant's Registration Statement on Form S-1 filed on November 15, 2004 (Commission File No. 333-120510))
3.1	Amended and Restated Articles of Incorporation (Incorporated by reference to Exhibit 3.1 to the Registrant's Registration Statement on Form S-1 filed on November 15, 2004 (Commission File No. 333-120510))
3.2	Amended and Restated Bylaws, as amended on December 10, 2004 (Incorporated by reference to Exhibit 3.2 to the Registrant's Registration Statement on Form S-1 filed on January 7, 2005 (Commission File No. 333-120510))
4.1	Registration Rights Agreement, dated as of December 31, 2004, among the Registrant, Matthew T. Moroun and The Manuel J. Moroun Trust (Incorporated by reference to Exhibit 4.1 to the Registrant's Registration Statement on Form S-1 filed on January 7, 2005 (Commission File No. 333-120510))
4.2	Specimen Common Share Certificate (Incorporated by reference to Exhibit 4.2 to the Registrant's Registration Statement on Form S-1 filed on November 15, 2004 (Commission File No. 333-120510))
10.1+	Form of indemnification agreement entered into by the Registrant with each of its directors and officers (Incorporated by reference to Exhibit 10.1 to the Registrant's Registration Statement on Form S-1 filed on January 7, 2005 (Commission File No. 333-120510))
10.2+	Universal Truckload Services, Inc. Stock Incentive Plan (Incorporated by reference to Exhibit 10.2 to the Registrant's Registration Statement on Form S-1 filed on January 7, 2005 (Commission File No. 333-120510))
10.3+	Employment Agreement, dated as of September 13, 2004, by and between Universal Truckload Services, Inc. and Don Cochran (Incorporated by reference to Exhibit 10.3 to the Registrant's Registration Statement on Form S-1 filed on November 15, 2004 (Commission File No. 333-120510))
10.4+	Employment Agreement, dated as of September 13, 2004, by and between Universal Truckload Services, Inc. and Bob Sigler (Incorporated by reference to Exhibit 10.4 to the Registrant's Registration Statement on Form S-1 filed on November 15, 2004 (Commission File No. 333-120510))
10.5+	Employment Agreement, dated as of September 13, 2004, by and between Universal Truckload Services, Inc. and Leo Blumenauer (Incorporated by reference to Exhibit 10.5 to the Registrant's Registration Statement on Form S-1 filed on November 15, 2004 (Commission File No. 333-120510))
10.6+	Consulting Agreement, dated as of August 12, 2004, between Universal Am-Can, Ltd. And Angelo A. Fonzi (Incorporated by reference to Exhibit 10.6 to the Registrant's Registration Statement on Form S-1 filed on November 15, 2004 (Commission File No. 333-120510))
10.7+	Covenant Not to Compete, dated as of August 12, 2004, between Angelo A. Fonzi, Universal Am-Can, Ltd. and Universal Truckload Services, Inc. (Incorporated by reference to Exhibit 10.7 to the Registrant's Registration Statement on Form S-1 filed on November 15, 2004 (Commission File No. 333-120510))
10.8	Second Amendment to Loan Agreement, dated as of June 29, 2004, by and among Universal Truckload Services, Inc., Universal Am-Can, Ltd., The Mason and Dixon Lines, Inc., Mason-Dixon Intermodal, Inc., Economy Transport, Inc., Louisiana Transportation, Inc. and First Tennessee Bank National Association (Incorporated by reference to Exhibit 10.8 to the Registrant's Registration Statement on Form S-1 filed on November 15, 2004 (Commission File No. 333-120510))
10.9	Second Amendment to Security Agreement, dated as of June 29, 2004, by and between Universal Am-Can, Ltd. and First Tennessee Bank National Association (Incorporated by reference to Exhibit 10.9 to the Registrant's Registration Statement on Form S-1 filed on November 15, 2004 (Commission File No. 333-120510))
10.10	Second Amendment to Security Agreement, dated as of June 29, 2004, by and between The Mason and Dixon Lines, Inc. and First Tennessee Bank National Association (Incorporated by reference to Exhibit 10.10 to the Registrant's Registration Statement on Form S-1 filed on November 15, 2004 (Commission File No. 333-120510))
10.11	First Amendment to Security Agreement, dated as of June 29, 2004, by and between Mason Dixon Intermodal, Inc. and First Tennessee Bank National Association (Incorporated by reference to Exhibit 10.11 to the Registrant's Registration Statement on Form S-1 filed on November 15, 2004 (Commission File No. 333-120510))
10.12	Security Agreement, dated as of June 29, 2004, by and between Economy Transport, Inc. and First

Table of Contents

	Tennessee Bank National Association (Incorporated by reference to Exhibit 10.12 to the Registrant's Registration Statement on Form S-1 filed on January 7, 2005 (Commission File No. 333-120510))
10.13	Security Agreement, dated as of June 29, 2004, by and between Louisiana Transportation, Inc. and First Tennessee Bank National Association (Incorporated by reference to Exhibit 10.13 to the Registrant's Registration Statement on Form S-1 filed on November 15, 2004 (Commission File No. 333-120510))
10.14	Tax Separation Agreement, dated as of December 31, 2004, between CenTra, Inc. and the Registrant (Incorporated by reference to Exhibit 10.14 to the Registrant's Registration Statement on Form S-1 filed on January 7, 2005 (Commission File No. 333-120510))
10.15	Transitional Services Agreement, dated as of December 31, 2004, between the Registrant and CenTra, Inc. (Incorporated by reference to Exhibit 10.15 to the Registrant's Registration Statement on Form S-1 filed on January 7, 2005 (Commission File No. 333-120510))
10.16	Fourth Amendment to Loan Agreement, dated as of December 27, 2004, by and among Universal Truckload Services, Inc., Universal Am-Can, Ltd., The Mason and Dixon Lines, Inc., Mason Dixon Intermodal, Inc., Economy Transport, Inc., Louisiana Transportation, Inc., Great American Logistics, Inc. and First Tennessee Bank National Association (Incorporated by reference to Exhibit 10.16 to the Registrant's Registration Statement on Form S-1 filed on January 7, 2005 (Commission File No. 333-120510))
10.17	Debt Subordination Agreement, dated as of December 27, 2004, by and among CenTra, Inc., Universal Truckload Services, Inc., and First Tennessee Bank National Association (Incorporated by reference to Exhibit 10.17 to the Registrant's Registration Statement on Form S-1 filed on January 7, 2005 (Commission File No. 333-120510))
10.18+	Universal Truckload Services, Inc. Incentive Compensation Plan C, Calendar Years 2004 – 2006 (Incorporated by reference to Exhibit 10.18 to the Registrant's Annual Report on Form 10-K filed on March 30, 2005 (Commission File No. 000-51142))
10.19+	Amendment No. 1, dated September 28, 2005, to Consulting Agreement dated August 12, 2004 between Universal Am-Can, Ltd. and Angelo A. Fonzi. (Incorporated by reference to Exhibit 10.1 to the Registrants Current Report on Form 8-K filed on September 30, 2004 (Commission File No. 000-51142))
10.20*	Fifth Amendment to Loan Agreement, dated as of August 31, 2005, by and among Universal Truckload Services, Inc., Universal Am-Can, Ltd., The Mason and Dixon Lines, Inc., Mason Dixon Intermodal, Inc., Economy Transport, Inc., Louisiana Transportation, Inc., Great American Lines, Inc., Great American Logistics, Inc. and First Tennessee Bank National Association
10.21*	Fourth Amendment to Security Agreement, dated as of August 31, 2005, by and between Universal Am-Can, Ltd. and First Tennessee Bank National Association
10.22*	Fourth Amendment to Security Agreement, dated as of August 31, 2005, by and between The Mason and Dixon Lines, Inc. and First Tennessee Bank National
31.1*	Chief Executive Officer certification, as adopted pursuant to section 302 of the Sarbanes-Oxley Act of 2002
31.2*	Chief Financial Officer certification, as adopted pursuant to section 302 of the Sarbanes-Oxley Act of 2002
32.1**	Chief Executive Officer and Chief Financial Officer certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to section 906 of the Sarbanes-Oxley Act of 2002

* Filed herewith.

** Furnished herewith

+ Indicates a management contract, compensatory plan or arrangement.

FIFTH AMENDMENT TO LOAN AGREEMENT

THIS FIFTH AMENDMENT TO LOAN AGREEMENT ("Amendment") is made as of the 31st day of August, 2005, by and among UNIVERSAL TRUCKLOAD SERVICES, INC., a corporation organized and existing under the laws of Michigan with its principal place of business at 11355 Stephens Road, Warren, Michigan 48089 (the "Borrower"), UNIVERSAL AM-CAN, LTD., a corporation organized and existing under the laws of Delaware with its principal place of business at 11355 Stephens Road, Warren, Michigan 48089 ("Universal"), THE MASON AND DIXON LINES, INCORPORATED, a corporation organized and existing under the laws of Delaware with its principal place of business at 11355 Stephens Road, Warren, Michigan 48089 ("Mason Dixon"), MASON DIXON INTERMODAL, INC., a corporation organized and existing under the laws of Michigan with its principal place of business at 11355 Stephens Road, Warren, Michigan 48089 ("Mason Intermodal"), ECONOMY TRANSPORT, INC., a corporation organized and existing under the laws of Michigan with its principal place of business at 11355 Stephens Road, Warren, Michigan 48089 ("Economy"), LOUISIANA TRANSPORTATION, INC., a corporation organized and existing under the laws of Michigan with its principal place of business at 11355 Stephens Road, Warren, Michigan 48089 ("Louisiana"), GREAT AMERICAN LINES, INC., a corporation organized and existing under the laws of Pennsylvania with its principal place of business at 11355 Stephens Road, Warren, Michigan 48089 ("Great American Lines"), GREAT AMERICAN LOGISTICS, INC., a corporation organized and existing under the laws of Florida with its principal place of business at 11355 Stephens Road, Warren, Michigan 48089 ("Great American Logistics"), (Universal, Mason Dixon, Mason Intermodal, Economy, Louisiana, Great American Lines and Great American Logistics, each a "Prior Co-Borrower" sometimes herein collectively referred to as "Prior Co-Borrowers," and Universal and Mason-Dixon each a "Co-Borrower" and sometimes collectively referred to as "Co-Borrowers"), and FIRST TENNESSEE BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the statutes of the United States of America, with its principal place of business at 165 Madison Avenue, Memphis, Tennessee 38103 ("Bank").

Recitals of Fact

Pursuant to the terms and provisions of that certain Loan Agreement ("Loan Agreement"), bearing date of the 31st day of December, 2001, among Borrower, Mason Dixon, Universal and the Bank, as amended by First Amendment to Loan Agreement dated May 11, 2004, among Borrower, Mason Dixon, Universal and Mason Intermodal, as amended by Second Amendment to Loan Agreement dated June 29, 2004, among Borrower, Mason Dixon, Universal, Mason Intermodal, Economy and Louisiana, as amended by Third Amendment to Loan Agreement dated August 12, 2004 among Borrower and Prior Co-Borrowers, and as amended by Fourth Amendment to Loan Agreement dated December 27, 2004, among Borrower and Prior Co-Borrowers. Borrower and Prior Co-Borrowers have now requested that Mason Intermodal, Economy, Louisiana, Great American Lines, and Great American Logistics no longer be borrowers under the Loan Agreement, and that the Committed Amount be reduced from Forty Million Dollars (\$40,000,000.00) to Twenty Million Dollars (\$20,000,000.00); and, as a result thereof, it is necessary to amend the Loan Agreement.

NOW, THEREFORE, for and in consideration of the premises, as set forth in the Recitals of Fact, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, it is agreed by the parties as follows:

Agreements

1. Section One of the Loan Agreement is hereby amended by amending the definitions of "Loan Agreement", "Note," and "Security Agreement" as follows:

"Loan Agreement" means this Loan Agreement between the Borrower, Universal, Mason Dixon and the Bank dated December 31, 2001, as amended by the First Amendment to Loan Agreement dated May 11, 2004, between Borrower, Universal, Mason Intermodal, Mason Dixon and the Bank, as amended by Second Amendment to Loan Agreement dated June 29, 2004, among Borrower, Universal, Mason Dixon, Mason Intermodal, Economy, Louisiana and Bank, as amended by Third Amendment to Loan Agreement dated August 12, 2004, among Borrower, Universal, Mason Intermodal, Mason Dixon, Economy, Louisiana, Great American Lines and Great American Logistics, as amended by Fourth Amendment to Loan Agreement dated December 27, 2004, among Borrower, Universal, Mason Intermodal, Mason Dixon, Economy, Louisiana, Great American Lines and Great American Logistics, as amended by Fifth Amendment to Loan Agreement dated August 31, 2005, among Borrower, Co-Borrowers, and Bank.

"Note" means the promissory note of the Borrower, Mason Dixon and Universal dated December 31, 2001, in the principal amount of Twenty Million Dollars (\$20,000,000.00), payable to the order of the Bank, as amended by Amended and Restated Promissory Note of Borrower, Mason Dixon, Mason Intermodal and Universal dated May 11, 2004, in the principal amount of Twenty Million Dollars (\$20,000,000.00), as amended by the Second Amended and Restated Promissory Note of Borrower, Mason Dixon, Universal, Mason Intermodal, Economy and Louisiana dated June 29, 2004, in the principal amount of Forty Million Dollars (\$40,000,000.00), as amended by Third Amended and Restated Promissory Note of Borrower, Mason Dixon, Mason Intermodal, Universal, Economy, Louisiana, Great American Lines and Great American Logistics, dated August 12, 2004, in the principal sum of Forty Million Dollars (\$40,000,000.00), and as amended by Fourth Amended and Restated Promissory Note of Borrower and Universal and Mason Dixon, dated August 31, 2005, in the principal sum of Twenty Million Dollars (\$20,000,000.00), which evidences the Loan, as such note may be modified, renewed or extended from time to time; and any other note or notes executed at any time to evidence the Loan in whole or in part.

"Security Agreement" shall mean the Universal Security Agreement and the Mason Dixon Security Agreement.

2. (a) Sections 2.1 and 2.3 of the Loan Agreement are amended to read as follows:

2.1 The Commitment. Subject to the terms and conditions herein set out, the Bank agrees and commits, from time to time, from the Closing Date until the Termination Date, to make loan advances to the Borrower, and/or any Co-Borrower, and to issue letters of credit, all in an aggregate principal amount not to exceed, at any one time outstanding, the lesser of (a) Twenty Million Dollars (\$20,000,000.00); or (b) the Borrower's Borrowing Base, as defined in Section One.

2.3 The Note and Interest. (a) All advances with respect to the Loan shall be evidenced by a promissory note of the Borrower and Co-Borrowers, payable to the order of the Bank in the principal amount of Twenty Million Dollars (\$20,000,000.00), in form substantially the same as the copy of the Note attached hereto as EXHIBIT "B." The entire principal amount of the Loan shall be due and payable on the Termination Date. The unpaid principal balances of the Loan shall bear interest from the Closing Date on disbursed and unpaid principal balances (calculated on the basis of a year of 360 days) at a rate per annum as specified in the Note. Said interest shall be payable monthly on the first (1st) day of each month after the Closing Date, with the final installment of interest being due and payable on the Termination Date, or on such earlier date as the Loan shall become due and payable.

(b) In the event that the Bank should at any time agree to increase the Committed Amount, the Borrower and Co-Borrowers will either execute a new note for the amount of such increase, or a new note for the aggregate increased Committed Amount; and in either event, the term "Note," as used herein, shall be deemed to mean and include such new note, as the circumstances shall require.

3. Section 6.8 of the Loan Agreement is hereby amended to read as follows:

6.8 Financial Covenants. Maintain the following financial status as of the end of each fiscal quarter of the Borrower as hereinafter set forth, on a consolidated basis with all subsidiaries, and each defined term used in this Section 6.8, or incorporated or used in the calculations herein required of any defined term, shall be determined on a consolidated basis of Borrower, and all subsidiaries:

(i) As of the fiscal quarter ending March 31, 2005 and as of the end of each fiscal quarter thereafter, a Tangible Net Worth of not less than Twenty Million Dollars (\$20,000,000.00).

(ii) As of the fiscal quarter ending March 31, 2005 and as of the end of each fiscal quarter thereafter, a ratio of total liabilities to Tangible Net Worth of no more than 2.0 to 1.0.

4. A Section 8.4 is hereby added to read as follows

8.4 Financial Covenants. Borrower will maintain the financial status described in Section 6.8, and each Co-Borrower will maintain the following financial status:

(i) Universal will maintain at all times a Tangible Net Worth no less than Three Million Five Hundred Thousand Dollars (\$3,500,000.00).

(ii) Mason Dixon will maintain at all times a Tangible Net Worth no less than Twelve Million Five Hundred Thousand Dollars (\$12,500,000.00).

5. The Loan Agreement is further modified and amended by the deletion of the prior EXHIBIT "B" and the addition of a new EXHIBIT "B," in form and substance substantially the same as EXHIBIT "B" attached to this Amendment.

6. All references to "Co-Borrowers" or any "Co-Borrower" shall mean Universal or Mason Dixon.

7. All references to the "Mason Intermodal Security Agreement," the "Economy Security Agreement," the "Louisiana Security Agreement," the "Great American Lines Security Agreement," and the "Great American Logistics Security Agreement" are deleted in their entirety.

8. All terms and provisions of the Loan Agreement which are inconsistent with the provisions of this Amendment are hereby modified and amended to conform hereto; and, as so modified and amended, the Loan Agreement is hereby ratified, approved and confirmed. Except as otherwise may be expressly provided herein, this Amendment shall become effective as of the date set forth in the initial paragraph hereof.

9. All references in all Loan Documents to the Loan Agreement shall, except as the context may otherwise require, be deemed to constitute references to the Loan Agreement as amended hereby.

IN WITNESS WHEREOF, the Borrower, Co-Borrowers and the Bank have caused this Agreement to be executed by their respective officers, duly authorized so to do, all as of the day and year first above written.

CO-BORROWERS

UNIVERSAL AM-CAN, LTD.,
a Delaware corporation

By: /s/ D. B. Cochran

Title: President

THE MASON AND DIXON LINES, INCORPORATED,
a Delaware corporation

By: /s/ Leo Blumenauer

Title: President

MASON DIXON INTERMODAL, INC.,
a Michigan corporation

By: /s/ J. H. Rubino

Title: President

ECONOMY TRANSPORT, INC.,
a Michigan corporation

By: /s/ J. E. McManus

Title: President

LOUISIANA TRANSPORTATION, INC.,
a Michigan corporation

By: /s/ Michael L. Whitaker

Title: President

GREAT AMERICAN LINES, INC.,
a Pennsylvania corporation

By: /s/ William Knoebel Jr.

Title: President

GREAT AMERICAN LOGISTICS,
a Florida corporation

By: /s/ William Knoebel Jr.

Title: President

BORROWER

BANK

UNIVERSAL TRUCKLOAD SERVICES, INC.,
a Michigan corporation

By: /s/ D. B. Cochran

Title: President and CEO

FIRST TENNESSEE BANK NATIONAL
ASSOCIATION

By: /s/ Gavin Turner

Title: Loan Officer

FOURTH AMENDMENT TO SECURITY AGREEMENT

THIS AMENDMENT is made and entered into on this the 31st day of August, 2005, by and between UNIVERSAL AM-CAN, LTD., a Delaware corporation, whose address is 11355 Stephens Road, Warren, Michigan 48089 ("Grantor"), and FIRST TENNESSEE BANK NATIONAL ASSOCIATION, a national banking association, whose address is 165 Madison Avenue, Memphis, Tennessee 38103, Attention: Commercial Finance Division ("Bank").

Recitals of Fact

Grantor as Debtor, has heretofore made, executed and delivered to the Bank, as Secured Party, that certain Security Agreement bearing date of the 31st day of December, 2001, as amended by the First Amendment to Security Agreement dated May 11, 2004, and by the Second Amendment to Security Agreement dated June 29, 2004, and by the Third Amendment to Security Agreement dated August 12, 2004, and by the Fourth Amendment to Security Agreement dated August 31, 2005 (as amended, the "Security Agreement") for the purpose of securing the payment of certain Obligations, as mentioned and defined in the Security Agreement.

Grantor, together with Universal Truckload Services, Inc. ("Universal Truckload") and The Mason and Dixon Lines Incorporated ("Mason Dixon") has this day made, executed and delivered to the Bank its Fifth Amended and Restated Revolving Credit Note in the principal sum of Twenty Million Dollars (\$20,000,000.00); and as a result thereof, the parties desire to modify and amend the Security Agreement as hereinafter provided.

NOW, THEREFORE, for and in consideration of the premises, as set forth in the Recitals of Fact, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, it is agreed by the parties as follows:

Agreements

1. Paragraphs 3(a), 3(b) and 3(c) of the Security Agreement are hereby modified and amended to read as follows:

(a) the full and prompt payment, when due, of the indebtedness (and interest thereon) evidenced and to be evidenced by that certain promissory note, bearing date of the 31st day of December, 2001, in the principal sum of Twenty Million Dollars (\$20,000,000.00), executed by Universal Truckload, Grantor and Mason Dixon and payable to the order of Bank, as amended by that Amended and Restated Promissory Note dated May 11, 2004, in the principal sum of Twenty Million Dollars (\$20,000,000.00), executed by Universal Truckload, Mason Intermodal, Mason Dixon and Grantor as amended and restated by that Second Amended and Restated Promissory Note dated June 29, 2004, in the principal sum of Forty Million Dollars (\$40,000,000.00), executed by Universal Truckload, Mason Intermodal, Economy, Mason Dixon, Grantor, and Louisiana and payable to the order of the Bank, and by that Third Amended and Restated Promissory Note dated August 12, 2004, in the principal sum of Forty Million Dollars (\$40,000,000.00), executed by Universal Truckload, Economy, Mason Intermodal, Grantor, Mason Dixon, Louisiana, Great American Lines and Great American Logistics, and by that Fourth Amended and Restated Promissory Note dated August 31, 2005, in the principal sum of Twenty

Million Dollars (\$20,000,000.00), executed by Universal Truckload, Grantor, and Mason Dixon, and any and all renewals, modifications, and extensions of said note, in whole or in part, including, but not limited to, any amendments and restatements to the note by and between the Bank and the existing Co-Borrowers and any additional parties who may become a Co-Borrower;

(b) the due performance and observance by the Universal Truckload and/or any Co-Borrower, as applicable, of all of its covenants, agreements, representations, liabilities, obligations, and undertakings as set forth herein, or in the Loan Agreement (as the same may be modified, renewed or extended from time to time), or in any of the Security Agreements, or in any other instrument or document which now or at any time hereafter evidences or secures, in whole or in part, all or any part of the Obligations hereby secured; and

(c) the prompt payment and performance of any and all other present and future obligations of Universal Truckload and/or any Co-Borrower to Bank with respect to any letters of credit issued at any time by Bank for the benefit of Universal Truckload and/or any Co-Borrower under the Loan Agreement.

2. All references in the Security Agreement to the Loan Agreement shall be deemed to be references to the Loan Agreement between Universal Truckload, Mason Dixon, and Grantor and the Bank dated December 31, 2001, as amended by First Amendment to Loan Agreement dated May 11, 2004, executed by Universal Truckload, Mason Dixon, Grantor, Mason Intermodal and the Bank, as amended by the Second Amendment to Loan Agreement dated June 29, 2004, executed by Grantor, Universal Truckload, Mason Dixon, Mason Intermodal, Economy, Louisiana and the Bank, as amended by the Third Amendment to Loan Agreement dated August 12, 2004, executed by Grantor, Universal Truckload, Mason Dixon, Mason Intermodal, Economy, Louisiana, Great American Lines and Great American Logistics, as amended by the Fourth Amendment to Loan Agreement dated December 27, 2004, executed by Grantor, Universal Truckload, Mason Dixon, Mason Intermodal, Economy, Louisiana, Great American Lines and Great American Logistics, and as amended by Fifth Amendment to Loan Agreement dated August 31, 2005, executed by Grantor, Universal Truckload, Mason Dixon, Mason Intermodal, Economy, Louisiana, Great American Lines and Great American Logistics, as same may be further modified or amended from time to time (as same has been or may hereafter be amended, the "Loan Agreement").

3. Any reference to "Co-Borrower" hereunder shall mean any and all entities who now or hereafter may be named as a Co-Borrower under the Loan Agreement, as same may be amended from time to time. Any reference to "Security Agreements" hereunder shall mean "Security Agreements" as defined in the Loan Agreement, as same may be amended from time to time. All capitalized terms not defined in the Security Agreement as amended shall have the definitions set forth in the Loan Agreement.

4. All terms and provisions of the Security Agreement, which are inconsistent with the terms and provisions of this Amendment are hereby modified and amended to conform herewith; and, as modified and amended hereby, the Security Agreement is hereby ratified, approved and confirmed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed in Memphis, Tennessee, by their respective officers, duly authorized so to do, on this the day and year first above written.

UNIVERSAL AM-CAN, LTD.

By: /s/ Robert Sigler

Title: Vice President

GRANTOR

FIRST TENNESSEE BANK
NATIONAL ASSOCIATION

By: /s/ Gavin Turner

Title: Loan Officer

BANK

FOURTH AMENDMENT TO SECURITY AGREEMENT

THIS AMENDMENT is made and entered into on this the 31st day of August, 2005, by and between THE MASON AND DIXON LINES, INCORPORATED, a Delaware corporation whose address is 11355 Stephens Road, Warren, Michigan 48089 ("Grantor"), and FIRST TENNESSEE BANK NATIONAL ASSOCIATION, a national banking association, whose address is 165 Madison Avenue, Memphis, Tennessee 38103, Attention: Commercial Finance Division ("Bank").

Recitals of Fact

Grantor as Debtor, has heretofore made, executed and delivered to the Bank, as Secured Party, that certain Security Agreement bearing date of the 31st day of December, 2001, as amended by the First Amendment to Security Agreement dated May 11, 2004, and by the Second Amendment to Security Agreement dated June 29, 2004, and by the Third Amendment to Security Agreement dated August 12, 2004, and by the Fourth Amendment to Security Agreement dated August 31, 2005 (as amended, the "Security Agreement") for the purpose of securing the payment of certain Obligations, as mentioned and defined in the Security Agreement.

Grantor, together with Universal Truckload Services, Inc. ("Universal Truckload") and Universal Am-Can, Ltd. ("Universal Am-Can") has this day made, executed and delivered to the Bank its Fifth Amended and Restated Revolving Credit Note in the principal sum of Twenty Million Dollars (\$20,000,000.00); and as a result thereof, the parties desire to modify and amend the Security Agreement as hereinafter provided.

NOW, THEREFORE, for and in consideration of the premises, as set forth in the Recitals of Fact, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, it is agreed by the parties as follows:

Agreements

1. Paragraphs 3(a), 3(b) and 3(c) of the Security Agreement are hereby modified and amended to read as follows:

(a) the full and prompt payment, when due, of the indebtedness (and interest thereon) evidenced and to be evidenced by that certain promissory note, bearing date of the 31st day of December, 2001, in the principal sum of Twenty Million Dollars (\$20,000,000.00), executed by Universal Truckload, Grantor and Universal Am-Can and payable to the order of Bank, as amended by that Amended and Restated Promissory Note dated May 11, 2004, in the principal sum of Twenty Million Dollars (\$20,000,000.00), executed by Universal Truckload, Mason Intermodal, Universal Am-Can and Grantor as amended and restated by that Second Amended and Restated Promissory Note dated June 29, 2004 in the principal sum of Forty Million Dollars (\$40,000,000.00), executed by Universal Truckload, Mason Intermodal, Economy, Universal Am-Can, Grantor, and Louisiana and payable to the order of the Bank, and by that Third Amended and Restated Promissory Note dated August 12, 2004, in the principal sum of Forty Million Dollars (\$40,000,000.00), executed by Universal Truckload, Universal Am-Can, Economy, Mason Intermodal, Grantor, Louisiana, Great American Lines and Great American

Logistics, and by that Fourth Amended and Restated Promissory Note dated August 31, 2005, in the principal sum of Twenty Million Dollars (\$20,000,000.00), executed by Grantor, Universal Truckload, and Universal Am-Can, and any and all renewals, modifications, and extensions of said note, in whole or in part, including, but not limited to, any amendments and restatements to the note by and between the Bank and the existing Co-Borrowers and any additional parties who may become a Co-Borrower;

(b) the due performance and observance by the Universal Truckload and/or any Co-Borrower, as applicable, of all of its covenants, agreements, representations, liabilities, obligations, and undertakings as set forth herein, or in the Loan Agreement (as the same may be modified, renewed or extended from time to time), or in any of the Security Agreements, or in any other instrument or document which now or at any time hereafter evidences or secures, in whole or in part, all or any part of the Obligations hereby secured; and

(c) the prompt payment and performance of any and all other present and future obligations of Universal Truckload and/or any Co-Borrower to Bank with respect to any letters of credit issued at any time by Bank for the benefit of Universal Truckload and/or any Co-Borrower under the Loan Agreement.

2. All references in the Security Agreement to the Loan Agreement shall be deemed to be references to the Loan Agreement between Universal Truckload, Universal Am-Can and Grantor and the Bank dated December 31, 2001, as amended by First Amendment to Loan Agreement dated May 11, 2004, executed by Universal Truckload, Universal Am-Can, Grantor, Mason Intermodal and the Bank, as amended by the Second Amendment to Loan Agreement dated June 29, 2004, executed by Grantor, Universal Truckload, Universal Am-Can, Mason Intermodal, Economy, Louisiana and the Bank, as amended by the Third Amendment to Loan Agreement dated August 12, 2004, executed by Grantor, Universal Truckload, Universal Am-Can, Mason Intermodal, Economy, Louisiana, Great American Lines and Great American Logistics, as amended by the Fourth Amendment to Loan Agreement dated December 27, 2004, executed by Grantor, Universal Truckload, Universal Am-Can, Mason Intermodal, Economy, Louisiana, Great American Lines and Great American Logistics, as amended by Fifth Amendment to Loan Agreement dated August 31, 2005, executed by Grantor, Universal Truckload, Universal Am-Can, Mason Intermodal, Economy, Louisiana, Great American Lines and Great American Logistics, as same may be further modified or amended from time to time (as same has been or may hereafter be amended, the "Loan Agreement").

3. Any reference to "Co-Borrower" hereunder shall mean any and all entities who now or hereafter may be named as a Co-Borrower under the Loan Agreement, as same may be amended from time to time. Any reference to "Security Agreements" hereunder shall mean "Security Agreements" as defined in the Loan Agreement, as same may be amended from time to time. All capitalized terms not defined in the Security Agreement as amended shall have the definitions set forth in the Loan Agreement.

4. All terms and provisions of the Security Agreement, which are inconsistent with the terms and provisions of this Amendment are hereby modified and amended to conform herewith; and, as modified and amended hereby, the Security Agreement is hereby ratified, approved and confirmed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed in Memphis, Tennessee, by their respective officers, duly authorized so to do, on this the day and year first above written.

THE MASON AND DIXON LINES,
INCORPORATED

By: /s/ Thomas O Welsman

Title: Vice President

GRANTOR

FIRST TENNESSEE BANK
NATIONAL ASSOCIATION

By: /s/ Gavin Turner

Title: Loan Officer

BANK

CERTIFICATION OF THE CHIEF EXECUTIVE OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT

I, Donald B. Cochran, certify that:

1. I have reviewed this report on Form 10-Q of Universal Truckload Services, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - c. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting.
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.
6. The registrant's other certifying officer and I have indicated in this report whether or not there were significant changes in internal controls or in other factors that could significantly affect internal controls subsequent to the date of our evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

Date: November 14, 2005

/s/ Donald B. Cochran

Donald B. Cochran
President and Chief Executive Officer

CERTIFICATION OF THE CHIEF EXECUTIVE OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT

I, Robert E. Sigler, certify that:

1. I have reviewed this report on Form 10-Q of Universal Truckload Services, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - c. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting.
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.
6. The registrant's other certifying officer and I have indicated in this report whether or not there were significant changes in internal controls or in other factors that could significantly affect internal controls subsequent to the date of our evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

Date: November 14, 2005

/s/ Robert E. Sigler

Robert E. Sigler
Vice President, Chief Financial Officer, Secretary
and Treasurer

CERTIFICATION OF CHIEF EXECUTIVE OFFICER AND
CHIEF FINANCIAL OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Universal Truckload Services, Inc. (the "Company") on Form 10-Q for the thirteen weeks ended October 1, 2005 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Donald B. Cochran, as Chief Executive Officer of the Company, and Robert E. Sigler, as Chief Financial Officer of the Company, each hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to the best of his knowledge, respectively, that (1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, and (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: November 14, 2005

/s/ Donald B. Cochran

Donald B. Cochran
President and Chief Executive Officer

/s/ Robert E. Sigler

Robert E. Sigler
Vice President, Chief Financial Officer, Secretary
and Treasurer

The foregoing certification is being furnished solely pursuant to 18 U.S.C. Section 1350 and is not being filed as part of the Report or as a separate disclosure document.