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

FORM 8-K

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

Date of Report (Date of earliest event reported) April 24, 2018

Universal Logistics Holdings, Inc.
(Exact name of registrant as specified in its charter)

Michigan	0-51142	38-3640097
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

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

48089
(Zip Code)

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

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

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

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Emerging growth company ☐

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

Item 1.01 Entry into a Material Definitive Agreement.

Master Security Agreement

LGSI Equipment of Indiana, LLC (the "Equipment Subsidiary"), is an Indiana limited liability company and a wholly-owned subsidiary of Universal Logistics Holdings, Inc. (the "Company"). On April 24, 2018, the Equipment Subsidiary entered into Amendment No. 2 (the "Amendment") to the Master Security Agreement, as amended (the "Master Security Agreement"), with Key Equipment Finance, a division of KeyBank National Association ("KeyBank"). The Master Security Agreement secures the Equipment Subsidiary's performance of its obligations under various equipment financing notes previously delivered to KeyBank (collectively, the "Equipment Notes").

The Amendment, among other things, modified the Master Security Agreement by eliminating the financial covenants requiring certain of the Company's operating subsidiaries to maintain a minimum ratio of operating cash flow to fixed charges. Under the terms of the Amendment, KeyBank also released each of the Company's subsidiaries that previously guaranteed the Equipment Subsidiary's obligations under the Equipment Notes from their respective obligations under the guaranties.

The foregoing summary of the Amendment does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Amendment, which is filed as Exhibit 10.1 and is incorporated by reference into this report.

Amendment No. 1 to Consulting Agreement

On April 26, 2018, the Company entered into Amendment No. 1 (the "Amendment") to its consulting agreement dated April 24, 2013 with Manuel J. Moroun, a director of the Company (the "Consulting Agreement"). Under the terms of the Amendment, the Consulting Agreement was extended on its existing terms until December 31, 2018, at which time the Consulting Agreement will automatically renew for successive one-year periods until either party notifies the other party of its intention to terminate at least 30 days prior to the applicable renewal date. The Amendment was reviewed and approved by the Company's Audit Committee. In addition to being a director of the Company, Mr. Moroun is also the father of Matthew T. Moroun, the Chairman of the Company's Board of Directors. Matthew T. Moroun and trusts controlled by Matthew T. Moroun and Manuel J. Moroun together own over 70% of the shares of common stock of the Company.

The foregoing summary of the Amendment does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Amendment, which is filed as Exhibit 10.3 and is incorporated by reference into this report.

Item 2.02 Results of Operations and Financial Condition.

On April 26, 2018, the Company issued a press release announcing the Company's financial and operating results for the thirteen weeks ended March 31, 2018, a copy of which is furnished as Exhibit 99.1 to this Form 8-K.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On April 26, 2018, the Company's Board of Directors elected Clarence W. Gooden as a director of the Company effective April 27, 2018 until its next Annual Meeting of Shareholders in 2019.

Mr. Gooden retired from CSX Corporation ("CSX") in May 2017. During his 47 years, Mr. Gooden held numerous leadership positions at CSX, including serving as vice chairman, and as company president from September 2015 through February 2017. In his role as president, Mr. Gooden managed and directed the entire operational and commercial functions of CSX. Prior to that time, Mr. Gooden served for over a decade as CSX's executive vice president of sales and marketing and chief commercial officer. Mr. Gooden also serves as a director of the National Association of Manufacturers, TTX Company, the Federal Reserve Transportation Advisory and the National Freight Transportation Association.

There are no arrangements or understandings between Mr. Gooden and any other persons pursuant to which Mr. Gooden was selected as a director. There are no transactions since the beginning of the Company's last fiscal year, or any currently proposed transactions, in which the Company was or is to be a participant and in which Mr. Gooden or any member of his immediate family has a direct or indirect material interest. Mr. Gooden will be entitled to receive the same compensation for service as a director as is provided to other non-employee directors of the Company, as described in more detail in the Company's Proxy Statement for its 2018 Annual Meeting of Shareholders (the "Proxy Statement") under the heading "Additional Disclosures Regarding Director Compensation." Additionally, at this time Mr. Gooden is not expected to be appointed to any committees of the Board of Directors during 2018.

Item 5.07 Submission of Matters to a Vote of Security Holders.

The Company's shareholders considered two proposals at its 2018 Annual Meeting of Shareholders held April 26, 2018. Each of the proposals is described in the Company's Proxy Statement. A total of 28,064,300 shares, or 98.83% of the total shares outstanding, were represented in person or by proxy at the 2018 Annual Meeting. The final results of votes with respect to the proposals submitted for shareholder vote at the 2018 Annual Meeting are set forth below.

Proposal 1—Election of Directors

The Company's shareholders elected for a one-year term each person nominated for election as a director as set forth in the Proxy Statement. The following table sets forth the vote of the shareholders at the meeting with respect to the election of directors:

	For	Withheld
Grant E. Belanger	24,526,440	3,213,644
Frederick P. Calderone	24,152,531	3,587,553
Joseph J. Casaroll	24,297,467	3,442,617
Daniel J. Deane	25,104,039	2,636,045
Manuel J. Moroun	21,500,867	6,239,217
Matthew T. Moroun	23,521,186	4,218,898
Michael A. Regan	25,104,039	2,636,045
Jeff Rogers	24,039,961	3,700,123
Daniel C. Sullivan	24,821,879	2,918,205
Richard P. Urban	24,297,367	3,442,717
H.E. "Scott" Wolfe	24,152,526	3,587,558

There were 324,216 broker non-votes with respect to this proposal.

Proposal 2—Ratification of Appointment of Independent Registered Public Accountants

The Company's shareholders voted upon and approved the ratification of the appointment of BDO USA, LLP to serve as the Company's independent registered public accountants for the year ending December 31, 2018. The votes on this proposal were as follows:

	For	Against	Abstain
	28,063,948	352	0

There were no broker non-votes with respect to this proposal.

Item 7.01 Regulation FD Disclosure.

On April 26, 2018, the Company issued a press release announcing that the Company's Board of Directors declared a quarterly cash dividend of $0.105 per share of common stock. The dividend is payable to the Company's shareholders of record at the close of business on May 7, 2018, and is expected to be paid on May 17, 2018. A copy of the press release is furnished as Exhibit 99.1 to this Form 8-K.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Amendment No. 2 to Master Security Agreement, dated as of April 24, 2018, with Key Equipment Finance, a division of KeyBank National Association.
10.2	Consulting Agreement between with Manuel J. Moroun (incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K filed on April 26, 2013).
10.3	Amendment No. 1 to Consulting Agreement, dated April 26, 2018, with Manuel J. Moroun.
99.1	Press Release dated April 26, 2018.

SIGNATURES

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

UNIVERSAL LOGISTICS HOLDINGS, INC.

Date: April 27, 2018

/s/ Steven Fitzpatrick

Steven Fitzpatrick
Secretary

Exhibit 10.1

AMENDMENT NO. 2 TO
MASTER SECURITY AGREEMENT

This AMENDMENT NO. 2 TO MASTER SECURITY AGREEMENT (this "Amendment") is made as of the 24th day of April, 2018 between:

(a) LGSI EQUIPMENT OF INDIANA, LLC, an Indiana limited liability company ("Borrower"); and

(b) KEY EQUIPMENT FINANCE, a division of KeyBank National Association ("KEF").

WHEREAS, Borrower and KEF are parties to that certain Master Security Agreement, dated as of December 23, 2015 (as amended and as the same may from time to time be further amended, restated or otherwise modified, the "Master Security Agreement");

WHEREAS, Borrower and KEF executed that certain Amendment No. 1 to Master Security Agreement, dated as of December 23, 2015 (the "First Amendment");

WHEREAS, as a credit enhancement to the Secured Obligations (as defined in the Master Security Agreement), Universal Dedicated, Inc., a Michigan corporation ("Universal Dedicated"), Universal Truckload, Inc., a Delaware corporation ("Universal Truckload"), Universal Specialized, Inc., a Michigan corporation ("Universal Specialized"), Mason Dixon Intermodal, Inc., a Michigan corporation ("Mason Dixon"), and Logistics Insight Corp., a Michigan corporation ("Logistics Insight", and together with Universal Dedicated, Universal Truckload, Universal Specialized and Mason Dixon, collectively, the "Specified Guarantors" and, individually, each a "Specified Guarantor"), each executed and delivered to KEF a Corporate Guaranty (Promissory Note), each dated as of December 23, 2015, in favor of KEF (individually, each a "Specified Guaranty" and, collectively, the "Specified Guaranties");

WHEREAS, Borrower and the Specified Guarantors are parties to those certain Master Agreements, each dated as of December 23, 2015 (individually, each a "Master Agreement" and, collectively, the "Master Agreements"), for the benefit of KEF and its successors and assigns;

WHEREAS, Borrower and KEF desire to amend the Master Security Agreement to modify certain provisions thereof;

WHEREAS, Borrower has requested that each Specified Guarantor be released from its Specified Guaranty;

WHEREAS, each capitalized term used herein and defined in the Master Security Agreement, but not otherwise defined herein, shall have the meaning given such term in the Master Security Agreement; and

WHEREAS, unless otherwise specifically provided herein, the provisions of the Master Security Agreement revised herein are amended effective as of the date of this Amendment;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower and KEF agree as follows:

1. Deletion of Covenants from Master Security Agreement. The Master Security Agreement is hereby amended to delete in their entirety all of the provisions added to the Master Security Agreement pursuant to Sections 1 and 2 of the First Amendment, including, without limitation, the requirements relating to maintaining a minimum Operating Cash Flow to Fixed Charges Ratio and the delivery of Compliance Certificates with respect thereto.

2. Addition to Default Provisions in the Master Security Agreement. Section 15(a) of the Master Security Agreement is hereby amended to add the following new subpart (xii) immediately after subpart (xi) thereof:

(xii) any of Borrower's Operating Companies (as defined in Section 19 below) that are party to a Master Agreement breaches any provision thereof, and fails to cure such default within thirty (30) days of written notice therefor or any event in subparts (ii)-(ix) occurs with respect to any Operating Companies that are a party to a Master Agreement.

3. Amendment to Financial and Other Data Provisions in the Master Security Agreement. The Master Security Agreement is hereby amended to delete Section 19 therefrom and insert in place thereof the following new Section 19:

19. **Financial and Other Data**. During the Term hereof, Borrower shall furnish KEF (a) as soon as available, and in any event within one hundred twenty days after the last day of each fiscal year of Borrower, balance sheets and related statements of income ("Financial Statements") of Borrower and the Operating Companies (on a consolidating basis), such Financial Statements provided in connection with the audited, consolidated annual financial statements of Universal Truckload , Inc., including a supplemental opinion provided by an independent certified public accountant in accordance with GAAP and, as to the Operating Companies, on a consolidating basis, (b) as soon as available, and in any event within forty-five days after the last day of each fiscal quarter of Borrower, internally prepared Financial Statements of Borrower and the Operating Companies, in accordance with GAAP and, as to the Operating Companies, on a consolidating basis, and (c) from time to time as KEF may reasonably request, other financial reports, information or data (including any federal and state income tax returns) and quarterly or interim financial statements of Borrower and the Operating Companies (on a consolidating basis as to the Operating Companies). As used in this Section 19, "Operating Companies" means Universal Dedicated, Inc., a Michigan corporation, Universal Truckload, Inc., a Delaware corporation, Universal Specialized, Inc., a Michigan corporation, Mason Dixon Intermodal, Inc., a Michigan corporation, and Logistics Insight Corp., a Michigan corporation.

3. Release of Specified Guaranties. KEF hereby releases and terminates each Specified Guaranty. Borrower acknowledges the release contained herein and agrees that such

release (a) shall not be deemed to waive or amend any provision of the Master Security Agreement or, except for each Specified Guaranty, any other Loan Document (including, without limitation, the Master Agreements) and shall not serve as consent to, or amendment of, any other matter inconsistent with the terms and conditions of the Master Security Agreement or, except for each Specified Guaranty, any other Loan Document (including, without limitation, the Master Agreements), and (b) shall not be deemed to terminate any other Loan Document (except for each Specified Guaranty). All of the terms of the Master Security Agreement, the Master Agreements and the other Loan Documents (except for each Specified Guaranty) remain in full force and effect and constitute the legal, valid, binding obligations of Borrower (and, as applicable, the Specified Guarantors), enforceable against Borrower (and, as applicable, the Specified Guarantors) in accordance with their respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

4. Closing Deliveries. Concurrently with the execution of this Amendment, Borrower shall, as conditions to effectiveness of this Amendment:

(a) deliver to KEF amendments to all of the Master Agreements, each fully executed by Borrower and the Specified Guarantors, in form and substance satisfactory to KEF;

(b) pay an amendment fee to KEF in an amount equal to Thirty-Six Thousand Seven Hundred Eighty-Four and 70/100 Dollars ($36,784.70);

(c) cause each Specified Guarantor to execute the attached Acknowledgment and Agreement; and

(d) pay all legal fees and expenses of KEF, and any other holder of Secured Obligations, in connection with this Amendment.

5. Representations and Warranties. Borrower hereby represents and warrants to KEF that (a) Borrower has the legal power and authority to execute and deliver this Amendment; (b) the officers executing this Amendment have been duly authorized to execute and deliver the same and bind Borrower with respect to the provisions hereof; (c) the execution and delivery hereof by Borrower and the performance and observance by Borrower of the provisions hereof do not violate or conflict with the organizational documents of Borrower or any law applicable to Borrower or result in a breach of any material provision of or constitute a default under any other agreement, instrument or document binding upon or enforceable against Borrower; (d) no Default or event, with which the passage of time or the giving of notice, or both, would cause a Default, exists, nor will any occur immediately after the execution and delivery of this Amendment or by the performance or observance of any provision hereof; (e) each of the representations and warranties contained in the Loan Documents is true and correct in all material respects as of the date hereof as if made on the date hereof, except to the extent that any such representation or warranty expressly states that it relates to an earlier date (in which case such representation or warranty is true and correct in all material respects as of such earlier date); (f) Borrower is not aware of any

claim or offset against, or defense or counterclaim to, Borrower's obligations or liabilities under the Master Security Agreement or any other Loan Documents; and (g) this Amendment constitutes a valid and binding obligation of Borrower in every respect, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

6. Waiver and Release. Borrower, by signing below, hereby waives and releases KEF, and its directors, officers, employees, attorneys, affiliates and subsidiaries, and all of their respective heirs, successors and assigns, from any and all claims, offsets, defenses and counterclaims that have accrued on or before the date of this Amendment, such waiver and release being with full knowledge and understanding of the circumstances and effect thereof and after having consulted legal counsel with respect thereto.

7. References to Master Security Agreement and Ratification. Each reference to the Master Security Agreement that is made in the Master Security Agreement or any other Loan Document shall hereafter be construed as a reference to the Master Security Agreement as amended hereby. Except as otherwise specifically provided herein, all terms and provisions of the Master Security Agreement are confirmed and ratified and shall remain in full force and effect and be unaffected hereby. This Amendment is a Loan Document.

8. Counterparts. This Amendment may be executed in any number of counterparts, by different parties hereto in separate counterparts and by facsimile or other electronic signature, each of which, when so executed and delivered, shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

9. Headings. The headings, captions and arrangements used in this Amendment are for convenience only and shall not affect the interpretation of this Amendment.

10. Severability. Any provision of this Amendment that shall be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

11. Governing Law. The rights and obligations of all parties hereto shall be governed by the laws of the State of New York.

[Remainder of page intentionally left blank.]

JURY TRIAL WAIVER. BORROWER AND KEF, TO THE EXTENT PERMITTED BY LAW, EACH HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG BORROWER, THE SPECIFIED GUARANTORS AND KEF, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO ANY RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AMENDMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the date first set forth above.

LGSI EQUIPMENT OF INDIANA, LLC

By: */s/ Jude M. Beres*
Jude M. Beres
Vice President

KEY EQUIPMENT FINANCE, A DIVISION OF KEYBANK NATIONAL ASSOCIATION

By:*/s/ Brandon D. Welling*
Brandon D. Welling
Vice President

ACKNOWLEDGMENT AND AGREEMENT

The undersigned consent and agree to and acknowledge the terms of the foregoing Amendment No. 2 to Master Security Agreement dated as of April 24, 2018 (the "Amendment"). The undersigned further agree that the obligations of the undersigned pursuant to the Master Agreements executed by the undersigned are hereby ratified and shall remain in full force and effect and be unaffected by the Amendment.

The undersigned hereby waive and release KEF and its directors, officers, employees, attorneys, affiliates and subsidiaries, and their respective heirs, successors and assigns, from any and all claims, offsets, defenses and counterclaims of any kind or nature that have accrued on or before the date of this Amendment, absolute and contingent, such waiver and release being with full knowledge and understanding of the circumstances and effect thereof and after having consulted legal counsel with respect thereto

JURY TRIAL WAIVER. THE UNDERSIGNED, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG BORROWER, KEF AND THE UNDERSIGNED, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS ACKNOWLEDGMENT AND AGREEMENT, THE AMENDMENT, THE MASTER AGREEMENTS OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED THERETO.

LOGISTICS INSIGHT CORP.

By: */s/ Donald J. Berquist, Sr.*
Donald J. Berquist, Sr.
Secretary

MASON DIXON INTERMODAL, INC.

By: */s/ Timothy Phillips*
Timothy Phillips
President

UNIVERSAL SPECIALIZED, INC.

By: */s/ Mark Limback*
Mark Limback
President

UNIVERSAL TRUCKLOAD, INC.

By: */s/ Mark Limback*
Mark Limback
President

UNIVERSAL DEDICATED, INC.

By: */s/ Darren W. Coast*
Darren W. Coast
President

Signature Page to
Acknowledgment and Agreement

Exhibit 10.3

AMENDMENT NO. 1 TO CONSULTING AGREEMENT

This Amendment No. 1 to Consulting Agreement (the "**Amendment**"), dated April 26, 2018, is by and between Universal Logistics Holdings, Inc., a Michigan corporation (the "**Company**"), and Manuel J. Moroun ("**Consultant**"). The Company and Consultant are collectively referred to as the "**Parties**" and individually as a "**Party.**"

Recitals:

A. The Parties entered into a Consulting Agreement, dated as of April 24, 2013 (as amended or otherwise modified from time to time, the "**Existing Agreement**").

B. The Parties desire to amend and restate Section 2 of the Existing Agreement in order to modify the provisions governing its term and duration.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Existing Agreement.

2. Amendments to the Existing Agreement. As of the Effective Date (defined below), the Existing Agreement is hereby amended or modified as follows:

(a) Section 2 of the Existing Agreement is hereby amended by deleting the existing text in its entirety and substituting in lieu thereof the following words:

"2. Term. Consultant's engagement hereunder shall be effective as of the Effective Date and shall continue until the first anniversary thereof; provided that, on such first anniversary of the Effective Date and each annual anniversary thereafter (such date and each annual anniversary thereof, a "**Renewal Date**"), the Agreement shall be deemed to be automatically extended, upon the same terms and conditions, for successive periods of one year, unless a Party provides written notice of its intention not to extend the term of the Agreement at least 30 days prior to the applicable Renewal Date. The period during which Consultant provides services to the Company shall be referred to as the "**Consulting Term.**""

3. Date of Effectiveness; Limited Effect. This Amendment will be deemed effective as of January 1, 2018 (the "**Effective Date**"). Except as expressly provided in this Amendment, all of the terms and provisions of the Existing Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties.

4. Miscellaneous.

(a) This Amendment is governed by and construed in accordance with, the laws of the State of Michigan, without regard to the conflict of law provisions of such State.

(b) This Amendment shall inure to the benefit of and be binding upon each of the Parties and each of their respective successors and assigns.

(c) This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment.

(d) This Amendment constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the date first written above.

COMPANY:

Universal Logistics Holdings, Inc.

By: */s/ Jeff Rogers*

Name: Jeff Rogers

Title: Chief Executive Officer

CONSULTANT:

Manuel J. Moroun

/s/ Manuel J. Moroun

Exhibit 99.1

Universal Logistics Holdings, Inc. Reports First Quarter 2018 Financial Results

- **First Quarter 2018 Operating Revenues** **$335.1 million, highest in Universal's history**
- **First Quarter 2018 Operating Income** **$17.1 million, up 86.5%**
- **First Quarter 2018 EPS** **$0.37, up 147%**

Warren, MI – April 26, 2018 — Universal Logistics Holdings, Inc. (NASDAQ: ULH), a leading asset-light provider of customized transportation and logistics solutions, today reported consolidated first quarter 2018 net income of $10.4 million, or $0.37 per basic and diluted share, a 147% increase over the same period last year. Universal also reported first quarter 2018 total operating revenues of $335.1 million, Universal's highest quarterly revenue ever reported. This compares to $4.3 million, or $0.15 per basic and diluted share, during first quarter 2017 on total operating revenues of $284.4 million.

Operating revenues from truckload services increased $5.7 million to $77.2 million, compared to $71.5 million for the same period last year. Included in truckload revenues for the recently completed quarter were $8.4 million in separately identified fuel surcharges compared to $6.6 million during the same period last year. The increase in truckload services reflects a 15.2% increase in average operating revenue per load, excluding fuel surcharges. This increase was partially offset by an 8.3% decrease in the number of loads hauled. During the quarter ended March 31, 2018, Universal moved 72,966 loads compared to 79,536 during the same period last year.

Revenues for the first quarter 2018 from brokerage services increased $20.2 million, or 34.8%, to $78.2 million compared to $58.0 million one year earlier. The growth in brokerage revenues is due to increases in the average operating revenue per load and in the number of loads hauled. Universal's average operating revenue per load increased 28.8% to $1,648 per load, up from $1,280 per load one year earlier. The number of brokerage loads hauled in the first quarter 2018 increased 8.6% to 45,998 compared to 42,358 during the same period last year.

Intermodal services revenues increased $10.7 million, or 29.8%, to $46.6 million in the first quarter 2018, up from $35.9 million during the same period last year. Intermodal revenues for the recently completed quarter included $5.9 million of revenues from Fore Transportation, which was acquired by Universal on February 1, 2018. First quarter 2018 intermodal revenues also included $5.0 million in separately identified fuel surcharges, compared to $3.7 million during the same period last year. The growth is also due to increases in the average operating revenue per load, excluding fuel surcharges, and in the number of loads hauled. During the quarter ended March 31, 2018, Universal moved 94,029 intermodal loads, compared to 83,553 loads during the same period last year, an increase of 12.5%, while also increasing its average operating revenue per load, excluding fuel surcharges, by 13.1%.

First quarter 2018 operating revenues from dedicated services increased to $28.1 million compared to $24.9 million one year earlier. Dedicated services revenues included $4.3 million in separately identified fuel surcharges in the first quarter 2018 compared to $3.5 million during the same period last year. Universal's average dedicated operating revenue per load, excluding fuel surcharges, increased 14.2% compared to the prior year. This increase was partially offset by a decrease in the number of loads hauled. During the quarter ended March 31, 2018, Universal moved 50,188 dedicated services loads, compared to 51,996 loads one year earlier.

Revenues from value-added services increased $11.0 million to $105.1 million in the quarter ended March 31, 2018. This compares to $94.1 million from value-added services one year earlier. Operations supporting the heavy-truck market continue to positively impact value-added services, contributing over $6.0 million of incremental revenues in the first quarter 2018. Overall, revenues from value-added services grew by 11.7% compared to the same period last year.

Consolidated income from operations increased $7.9 million to $17.1 million, compared to $9.2 million one year earlier. Both Universal's transportation and logistics segments outperformed the same period last year. Income from operations in the transportation segment, which is primarily comprised of truckload, brokerage and intermodal services operations, increased 59.2% to $10.1 million in the quarter ended March 31, 2018. In the logistics segment, which includes value-added and dedicated services, income from operations increased 77.3% to $7.4 million in the first quarter 2018.

The effective tax rate for the first quarter 2018 was 26.3%, and reflects the estimated impact of the Tax Cuts and Jobs Act. This compares to an effective tax rate of 38.3% during the same period last year. Net income for the first quarter 2018 also includes $0.6 million of pre-tax holding losses on marketable securities due to changes in fair value recognized in income.

During the first quarter of 2018, EBITDA, a non-GAAP measure, increased $9.3 million to $28.9 million, compared to $19.6 million in the same period last year. As a percentage of total operating revenues, operating income and EBITDA margins for the first quarter 2018 were 5.1% and 8.6%, respectively. These profitability metrics compare to 3.2% and 6.9%, respectively, in first quarter 2017.

"I am proud of the results from the hard work everyone has put in these past few years," stated Jeff Rogers, Universal's Chief Executive Officer. "The first quarter of 2018 was not only our second consecutive quarter of record breaking revenues, but also the highest first quarter earnings Universal has reported since 2013. While the profitability generated by our operating subsidiaries is not uniform, our improved execution is driving significantly improved results. The environment for our transportation businesses is the best I have seen in my career; we successfully navigated through the start-up challenges faced in some of our largest logistics operations, and we expect the favorable outlook for Class 8 heavy-truck production to continue to positively impact our operations supporting those customers. We have felt some growing pains along the way, but I am excited about the opportunities that lie ahead. We're going to remain vigilant and focus on delivering the services our customers expect, and the profitability our shareholders deserve."

Universal calculates and reports selected financial metrics for purposes of our lending arrangements, and in an effort to isolate and exclude the impact of non-operating expenses related to our corporate development activities. These statistics are described in more detail below in the section captioned "Non-GAAP Financial Measures."

As of March 31, 2018, Universal held cash and cash equivalents totaling $2.1 million, and $11.9 million in marketable securities. Outstanding debt at the end of the first quarter 2018 was $272.3 million and capital expenditures totaled $7.3 million.

Universal Logistics Holdings, Inc. also announced today that its Board of Directors has declared a quarterly cash dividend of $0.105 per share of common stock. The dividend is payable to shareholders of record at the close of business on May 7, 2018 and is expected to be paid on May 17, 2018.

Conference call:

We invite investors and analysts to our quarterly earnings conference call.

Quarterly Earnings Conference Call Dial-in Details:

Time:	10:00 AM Eastern Time
Date:	Friday, April 27, 2018
Call Toll Free:	(866) 622-0924
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Conference ID:	4354357

A replay of the conference call will be available beginning two hours after the call through May 28, 2018, by calling (855) 859-2056 (toll free) or +1 (404) 537-3406 (toll) and using conference ID 4354357. The call will also be available on investors.universallogistics.com.

Source: Universal Logistics Holdings, Inc.

For Further Information:
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About Universal:

Universal Logistics Holdings, Inc. is a leading asset-light provider of customized transportation and logistics solutions throughout the United States, and in Mexico, Canada and Colombia. We provide our customers with supply chain solutions that can be scaled to meet their changing demands and volumes. We offer our customers a broad array of services across their entire supply chain, including truckload, brokerage, intermodal, dedicated, and value-added services.

Forward Looking Statements

Some of the statements contained in this press release might be considered forward-looking statements. These statements identify prospective information. Forward-looking statements can be identified by words such as: "expect," "anticipate," "intend," "plan," "goal," "seek," "believe," "project," "estimate," "future," "likely," "may," "should" and similar references to future periods. Forward-looking statements are based on information available at the time and/or management's good faith belief with respect to future events, and are subject to risks and uncertainties that could cause actual performance or results to differ materially from those expressed in the statements. These forward-looking statements are subject to a number of factors that may cause actual results to differ materially from the expectations described. Additional information about the factors that may adversely affect these forward-looking statements is contained in the Company's reports and filings with the Securities and Exchange Commission. The Company assumes 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.

UNIVERSAL LOGISTICS HOLDINGS, INC.
Unaudited Condensed Consolidated Statements of Income
(In thousands, except per share data)

	Thirteen Weeks Ended	
	March 31, 2018	April 1, 2017
Operating revenues:		
Truckload services	$ 77,192	$ 71,490
Brokerage services	78,159	57,989
Intermodal services	46,609	35,927
Dedicated services	28,075	24,896
Value-added services	105,078	94,140
Total operating revenues	335,113	284,442
Operating expenses:		
Purchased transportation and equipment rent	162,011	131,227
Direct personnel and related benefits	85,956	75,544
Operating supplies and expenses	28,091	28,984
Commission expense	8,913	7,544
Occupancy expense	7,373	7,831
General and administrative	7,987	7,958
Insurance and claims	5,460	5,858
Depreciation and amortization	12,218	10,327
Total operating expenses	318,009	275,273
Income from operations	17,104	9,169
Interest expense, net	(2,553)	(2,236)
Other non-operating income	(395)	68
Income before income taxes	14,156	7,001
Income tax expense	3,722	2,683
Net income	$ 10,434	$ 4,318
Earnings per common share:		
Basic	$ 0.37	$ 0.15
Diluted	$ 0.37	$ 0.15
Weighted average number of common shares outstanding:		
Basic	28,386	28,435
Diluted	28,393	28,435
Dividends declared per common share:	$ 0.105	$ 0.070

UNIVERSAL LOGISTICS HOLDINGS, INC.
Unaudited Condensed Consolidated Balance Sheets
(In thousands)

	March 31, 2018	December 31, 2017
Assets		
Cash and cash equivalents	$ 2,145	$ 1,672
Marketable securities	11,932	15,144
Accounts receivable - net	197,489	171,036
Other current assets	41,920	40,814
Total current assets	253,486	228,666
Property and equipment - net	272,665	267,195
Other long-term assets - net	136,317	114,731
Total assets	$ 662,468	$ 610,592
Liabilities and shareholders' equity		
Current liabilities, excluding current maturities of debt	$ 176,054	$ 158,200
Debt - net	270,963	247,978
Other long-term liabilities	36,046	35,649
Total liabilities	483,063	441,827
Total shareholders' equity	179,405	168,765
Total liabilities and shareholders' equity	$ 662,468	$ 610,592

UNIVERSAL LOGISTICS HOLDINGS, INC.
Unaudited Summary of Operating Data

	Thirteen Weeks Ended	
	March 31, 2018	April 1, 2017
Truckload Services:		
Number of loads	72,966	79,536
Average operating revenue per load, excluding fuel surcharges	$ 930	$ 807
Average operating revenue per mile, excluding fuel surcharges	$ 2.66	$ 2.36
Average length of haul	349	342
Average number of tractors	1,874	1,929
Brokerage Services:		
Number of loads (a)	45,998	42,358
Average operating revenue per load (a)	$ 1,648	$ 1,280
Average length of haul (a)	531	599
Intermodal Services:		
Number of loads	94,029	83,553
Average operating revenue per load, excluding fuel surcharges	$ 439	$ 388
Average number of tractors	1,010	877
Number of depots	14	12
Dedicated Services:		
Number of loads	50,188	51,996
Average operating revenue per load, excluding fuel surcharges	$ 450	$ 394
Average operating revenue per mile, excluding fuel surcharges	$ 2.25	$ 2.00
Average length of haul	207	197
Average number of tractors	769	730

(a) Excludes operating data from Universal Logistics Solutions International, Inc., in order to improve the relevance of the statistical data related to our brokerage services and improve the comparability to our peer companies.

UNIVERSAL LOGISTICS HOLDINGS, INC.
Unaudited Summary of Operating Data - Continued

	Thirteen Weeks Ended	
	March 31, 2018	April 1, 2017
Value-added Services		
Average number of direct employees	4,138	5,162
Average number of full-time equivalents	1,658	1,599
Number of active programs	50	50
Operating Revenues by Segment:		
Transportation	$ 206,108	$ 178,397
Logistics	128,648	105,735
Other	357	310
Total	$ 335,113	$ 284,442
Income from Operations by Segment:		
Transportation	$ 10,113	$ 6,353
Logistics	7,433	4,193
Other	(442)	(1,377)
Total	$ 17,104	$ 9,169

Non-GAAP Financial Measures

In addition to providing consolidated financial statements based on generally accepted accounting principles in the United States of America (GAAP), we are providing additional financial measures that are not required by or prepared in accordance with GAAP (non-GAAP). We present EBITDA, a non-GAAP measure, as supplemental measures of our performance. We define EBITDA as net income plus (i) interest expense, net, (ii) income taxes and (iii) depreciation and amortization, or EBITDA. You are encouraged to evaluate these adjustments and the reasons we consider them appropriate for supplemental analysis.

In accordance with the requirements of Regulation G issued by the Securities and Exchange Commission, we are presenting the most directly comparable GAAP financial measure and reconciling the non-GAAP financial measure to the comparable GAAP measure. Set forth below is a reconciliation of net income, the most comparable GAAP measure, to EBITDA for each of the periods indicated:

	Thirteen Weeks Ended	
	March 31, 2018	April 1, 2017
	(in thousands)	
EBITDA		
Net income	$ 10,434	$ 4,318
Income tax expense	3,722	2,683
Interest expense, net	2,553	2,236
Depreciation and amortization	12,218	10,327
EBITDA	$ 28,927	$ 19,564
EBITDA margin (a)	8.6%	6.9%

(a) EBITDA margin is computed by dividing EBITDA by total operating revenues for each of the periods indicated.

We present EBITDA because we believe it assists investors and analysts in comparing our performance across reporting periods on a consistent basis by excluding items that we do not believe are indicative of our core operating performance.

EBITDA has limitations as an analytical tool. Some of these limitations are:

- EBITDA does not reflect our cash expenditures, or future requirements, for capital expenditures or contractual commitments;
- EBITDA does not reflect changes in, or cash requirements for, our working capital needs;
- EBITDA does not reflect the significant interest expense, or the cash requirements necessary to service interest or principal payments, on our debts;
- Although depreciation and amortization are non-cash charges, the assets being depreciated and amortized will often have to be replaced in the future, and EBITDA does not reflect any cash requirements for such replacements; and
- Other companies in our industry may calculate EBITDA differently than we do, limiting its usefulness as a comparative measure.

Because of these limitations, EBITDA should not be considered in isolation or as a substitute for performance measures calculated in accordance with GAAP. We compensate for these limitations by relying primarily on our GAAP results and EBITDA only supplementally.