SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 10-Q

[X] Quarterly report pursuant to Section 13 or 15(d) of the Securities and Exchange Act of 1934

For the quarterly period ended June 30, 2002 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: 0-27754

HUB GROUP, INC.
(EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER)

DELAWARE	36-4007085
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

377 EAST BUTTERFIELD ROAD, SUITE 700
LOMBARD, ILLINOIS 60148
(Address, including zip code, of principal executive offices)
(630) 271-3600
(Registrant's telephone number, including area code)

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 X No __

On August 14, 2002, the registrant had 7,046,250 outstanding shares of Class A common stock, par value $.01 per share, and 662,296 outstanding shares of Class B common stock, par value $.01 per share.

HUB GROUP, INC.

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HUB GROUP, INC.
UNAUDITED CONDENSED CONSOLIDATED BALANCE SHEETS
(in thousands, except share amounts)

	JUNE 30, 2002	DECEMBER 31, 2001
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ -	$ -
Accounts receivable, net	151,560	149,765
Deferred taxes	11,075	11,147
Prepaid expenses and other current assets	3,571	3,840
TOTAL CURRENT ASSETS	166,206	164,752
PROPERTY AND EQUIPMENT, net	37,160	39,098
GOODWILL, net	208,166	208,166
OTHER ASSETS	1,563	1,507
MINORITY INTEREST	3,025	2,501
TOTAL ASSETS	$ 416,120	$ 416,024
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Accounts payable		
Trade	$ 139,437	$ 135,588
Other	1,648	1,275
Accrued expenses		
Payroll	8,864	11,195
Other	8,735	14,020
Current portion of long-term debt	8,040	8,054
TOTAL CURRENT LIABILITIES	166,724	170,132
LONG-TERM DEBT, EXCLUDING CURRENT PORTION	101,045	96,059
DEFERRED TAXES	16,924	17,380
CONTINGENCIES AND COMMITMENTS		
STOCKHOLDERS' EQUITY:		
Preferred stock, $.01 par value, 2,000,000 shares authorized; no shares issued or outstanding in 2002 and 2001	-	-
Common stock,		
Class A: $.01 par value; 12,337,700 shares authorized; 7,046,250 shares issued and outstanding in 2002 and 2001	70	70
Class B: $.01 par value; 662,300 shares authorized; 662,296 shares issued and outstanding in 2002 and 2001	7	7
Additional paid-in capital	110,819	110,819
Purchase price in excess of predecessor basis, net of tax benefit of $10,306	(15,458)	(15,458)
Retained earnings	36,117	37,404
Accumulated other comprehensive loss	(128)	(389)
TOTAL STOCKHOLDERS' EQUITY	131,427	132,453
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	$ 416,120	$ 416,024

See notes to unaudited consolidated financial statements.

HUB GROUP, INC.
UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(in thousands, except per share amounts)

	THREE MONTHS ENDED JUNE 30,		SIX MONTHS ENDED JUNE 30,	
	2002	2001	2002	2001
		(Not Reviewed)		(Not Reviewed)
Revenue	$ 327,595	$ 318,023	$ 632,894	$ 663,958
Transportation costs	290,999	272,692	555,289	572,591
Gross margin	36,596	45,331	77,605	91,367
Costs and expenses:				
Salaries and benefits	23,348	23,497	46,945	48,202
Selling, general and administrative	11,610	12,340	23,123	24,552
Depreciation and amortization of property and equipment	2,535	2,835	5,207	5,970
Amortization of goodwill	-	1,435	-	2,870
Impairment of property and equipment	-	-	-	3,401
Total costs and expenses	37,493	40,107	75,275	84,995
Operating (loss) income	(897)	5,224	2,330	6,372
Other income (expense):				
Interest expense	(2,482)	(2,423)	(4,768)	(5,367)
Interest income	54	80	121	333
Other, net	60	36	122	(278)
Total other expense	(2,368)	(2,307)	(4,525)	(5,312)
(Loss) income before minority interest and provision for income taxes	(3,265)	2,917	(2,195)	1,060
Minority interest	-	1,111	(524)	400
(Loss) income before provision for (benefit from) income taxes	(3,265)	1,806	(1,671)	660
Provision for (benefit from) income taxes	(1,038)	741	(384)	271
Net (loss) income	$ (2,227)	$ 1,065	$ (1,287)	$ 389
Basic (loss) earnings per common share	$ (0.29)	$ 0.14	$ (0.17)	$ 0.05
Diluted (loss) earnings per common share	$ (0.29)	$ 0.14	$ (0.17)	$ 0.05

See notes to unaudited condensed consolidated financial statements.

HUB GROUP, INC.
UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
For the six months ended June 30, 2002
(in thousands, except shares)

	JUNE 30, 2002
Class A & B Common Stock Shares	
Beginning of year	7,708,546
Ending balance	7,708,546
Class A & B Common Stock Amount	
Beginning of year	$ 77
Ending balance	77
Additional Paid-in Capital	
Beginning of year	110,819
Ending balance	110,819
Purchase Price in Excess of Predecessor Basis, Net of Tax	
Beginning of year	(15,458)
Ending balance	(15,458)
Retained Earnings	
Beginning of year	37,404
Net loss	(1,287)
Ending balance	36,117
Accumulated Other Comprehensive Income (Loss)	
Beginning of year	(389)
Other comprehensive income	261
Ending balance	(128)
TOTAL STOCKHOLDERS' EQUITY	$ 131,427
Comprehensive Income (Loss)	
Net loss	$ (1,287)
Unrealized interest rate swap income net of tax expense of $153	261
Other comprehensive loss	$ (1,026)

See notes to unaudited condensed consolidated financial statements.

HUB GROUP, INC.
UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)

	SIX MONTHS ENDED JUNE 30, 2002	SIX MONTHS ENDED JUNE 30, 2001 (Not Reviewed)
Cash flows from operating activities:		
Net (loss) income	$ (1,287)	$ 389
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:		
Depreciation and amortization of property and equipment	5,284	6,317
Amortization of goodwill	-	2,870
Impairment of property and equipment	-	3,401
Deferred taxes	(384)	271
Minority interest	(524)	400
Loss on sale of assets	48	423
Other assets	(56)	442
Changes in working capital:		
Accounts receivable, net	(1,795)	25,154
Prepaid expenses and other current assets	269	(434)
Accounts payable	4,222	(5,382)
Accrued expenses	(7,355)	(979)
Net cash (used in) provided by operating activities	(1,578)	32,872
Cash flows from investing activities:		
Purchases of property and equipment, net	(3,394)	(5,552)
Net cash used in investing activities	(3,394)	(5,552)
Cash flows from financing activities:		
Net borrowings (payments) on long-term debt	4,972	(27,320)
Net cash provided by (used in) financing activities	4,972	(27,320)
Net increase (decrease) in cash and cash equivalents	-	-
Cash and cash equivalents, beginning of period	-	-
Cash and cash equivalents, end of period	$ -	$ -
Supplemental disclosures of cash flow information		
Cash paid for:		
Interest	$ 4,152	$ 5,574
Income taxes	-	36
Non-cash activity:		
Unrealized (loss) income on derivative instrument	$ 261	$ (251)

See notes to undaudited condensed consolidated financial statements.

HUB GROUP, INC.

NOTES TO UNAUDITED CONDENSED
CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1. Interim Financial Statements

The accompanying unaudited condensed consolidated financial statements of Hub Group, Inc. (the "Company") have been prepared pursuant to the rules and regulations of the Securities and Exchange Commission. Certain information and footnote disclosures normally included in annual financial statements have been condensed or omitted pursuant to those rules and regulations. However, the Company believes that the disclosures contained herein are adequate to make the information presented not misleading.

As previously reported in the Company's Form 10-K for the year ended December 31, 2001, the Company's independent auditors were unable to review the quarterly financial data from 2001 in accordance with standards established by the American Institute of Certified Public Accountants because the Company did not restate its results on a quarterly basis.

The financial statements reflect, in the opinion of management, all material adjustments (which include only normal recurring adjustments) necessary to present fairly the Company's financial position and results of operations for the three months and six months ended June 30, 2002. In the fourth quarter of 2001, the Company recorded adjustments which resulted in a decline of $0.7 million in net income to properly report the annual results for the year as a result of accounting irregularities at the Company's 65% owned subsidiary, Hub Group Distribution Services (HGDS). The Company was unable to determine in which quarters in 2001 the adjustments should have been made and the amount to be recorded in each quarter. Consequently, the results for the six and three months ended June 30, 2002 are not comparable to the results for the six months and three months ended June 30, 2001.

These condensed consolidated financial statements and notes thereto should be read in conjunction with the consolidated financial statements and notes thereto included in the Company's Annual Report on Form 10-K for the year ended December 31, 2001. Results of operations in interim periods are not necessarily indicative of results to be expected for a full year.

NOTE 2. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Significant estimates include allowance for doubtful accounts, costs of purchased transportation and services and reserves for pricing and billing adjustments. Actual results could differ from those estimates. During the three months ended March 31, 2002, the Company revised its estimate of accrued transportation costs resulting in an increase in pretax income of approximately $2.8 million.

NOTE 3. Minority Interest

HGDS is a 65% owned partnership. Pursuant to the HGDS Partnership Agreement, each of the partners has a legal obligation to the partnership for any deficit balance in their respective capital accounts. Accordingly, there is a debit balance reflected in minority interest in the accompanying condensed consolidated balance sheets related to the minority partner's deficit capital account balance of approximately $3 million and $2.5 million at June 30, 2002 and December 31, 2001, respectively. Management believes that the balance in the minority interest account was collectable at December 31, 2001 and June 30, 2002. Hub has a legal right to pursue the minority partner for this deficit balance in the capital account. In August of 2002, the Company entered into a settlement agreement and release with the minority partner that resulted in the relinquishment of the minority partner's 35% interest in HGDS and release of the minority partner's claims against the Company in exchange for $4.0 million in cash and release of Hub's claims against the minority partner including the $3.0 million balance in minority interest.

NOTE 4. Earnings (Loss) per Share

The following is a reconciliation of the Company's Earnings (Loss) per Share (in thousands except per share amounts):

	Three Months Ended June 30, 2002			Three Months Ended June 30, 2001		
	Loss	Shares	Per Share Amount	Income	Shares	Per Share Amount
Basic Earnings (Loss) per Share Income (loss) available to common stockholders	$(2,227)	7,709	$(0.29)	$1,065	7,708	$0.14
Effect of Dilutive Securities Stock options		-			7	
Diluted Earnings (Loss) per Share Income (loss) available to common stockholders plus assumed exercises	$(2,227)	7,709	$(0.29)	$1,065	7,715	$0.14

	Six Months Ended June 30, 2002			Six Months Ended June 30, 2001		
	Loss	Shares	Per Share Amount	Income	Shares	Per Share Amount
Basic Earnings (Loss) per Share Income (loss) available to common stockholders	$(1,287)	7,709	$(0.17)	$389	7,708	$0.05
Effect of Dilutive Securities Stock options		-			5	
Diluted Earnings (Loss) per Share Income (loss) available to common stockholders plus assumed exercises	$(1,287)	7,709	$(0.17)	$389	7,713	$0.05

NOTE 5. Property and Equipment

Property and equipment

~~consist of the following (in thousands): June 30, December 31,~~

~~2002 2001~~

~~Building and improvements $ 57 $ 57 Leasehold improvements 2,054 2,126 Computer equipment and software 51,892 49,373 Furniture and equipment 7,749 7,542 Transportation equipment and automobiles 3,764 3,690~~

~~65,516 62,788 Less: Accumulated depreciation and amortization (28,356) (23,690)~~

~~PROPERTY AND EQUIPMENT, net $ 37,160 39,098~~

~~==================== ==================~~

~~NOTE 6. Debt The Company's outstanding debt is as follows (in thousands): June 30, December 31,~~

~~--------- 2002 2001 -~~

~~Bank line of credit $ 28,000 $ 19,000 Unsecured term notes, with quarterly payments ranging from $1,250,000 to $2,000,000 with a balloon payment of $19,000,000 due March 31, 2004; Interest is due quarterly at a floating rate based upon LIBOR (London Interbank Offered Rate) or Prime rate. At June 30, 2002 and December 31, 2001, the weighted average interest rate was 4.61% and 4.66%, respectively 35,000 31,000 Unsecured notes, mature on June 25, 2009 with annual payments of $10,000,000 commencing on June 25, 2005; interest is paid quarterly at a fixed rate of 9.14% during 2002 and 2001 50,000 50,000 Capital lease obligations, collateralized by certain equipment 85 113~~

~~Total long-term debt 109,085 104,113 Less current portion (8,054) (8,040)~~

~~$ 101,045 $ 96,059~~

Fair value approximates book value at the balance sheet dates.

The Company was in default of certain debt covenants including the fixed charge coverage ratio, minimum earnings before interest, taxes, depreciation and minority interest and cash flow leverage ratio as of June 30, 2002. By August 14, 2002, amendments to the Company's credit agreements were executed to modify certain financial covenants for the quarters ending September 30, 2002 and December 31, 2002 and waive Hub Group's non-compliance with certain financial covenants for the fiscal quarter ending June 30, 2002. The amendments provide the loans will be secured by assets of the Company no later than October 15, 2002. In addition, the amendments outline a process for the modification of financial covenants for the periods beginning March 31, 2003 and beyond. The Company believes that it will satisfactorily complete the modification of the financial covenants for these periods as outlined in the amendments.

NOTE 7. Rent Expense and User Charges

Rent expense included in selling, general and administrative expense is $3.8, $3.8, $7.7 and $7.4 million for the three months ended June 30, 2002 and 2001 and the six months ended June 30, 2002 and 2001, respectively. Hub also incurs user charges for its use of a fleet of dedicated containers which are included in transportation costs. Such charges included in transportation costs are $7.0, $7.5, $13.9 and $15.8 million for the three months ended June 30, 2002 and 2001 and the six months ended June 30, 2002 and 2001, respectively.

NOTE 8. Recent Accounting Pronouncement

On June 30, 2001, the Financial Accounting Standards Board issued Statement 142. Under Statement 142, goodwill and intangible assets that have indefinite useful lives will not be amortized but rather will be tested at least annually for impairment. Intangible assets that have finite useful lives will continue to be amortized over their useful lives. The Company adopted Statement 142 as of January 1, 2002.

In connection with SFAS 142, the Company completed the first step of transitional goodwill impairment testing. This transitional testing used discounted cash flow and market capitalization methodologies to determine a fair market value for the reporting unit. The results of the transitional testing indicated no impairment.

The transitional impairment testing is based upon the Company's estimates of the value of the reporting unit, future operating performance and discount rates. Should the estimates differ materially from actual results, the Company may be required to record impairment charges in future periods. The Company will continue to test the value of its goodwill for any impairment at least annually and impairment, if any, will be recorded as expense in the period of impairment.

The following table presents net income (loss) for 2002 in comparison to 2001 exclusive of amortization expense recognized in the previous year related to goodwill which will no longer be amortized. Amounts are in thousands except per share amounts:

	Three Months Ended June 30,	
	2002	2001
Net income (loss) as reported	$ (2,227)	1,065
Add back amortization of goodwill, net of tax	-	-
Adjusted net income (loss)	(2,227)	1,912
Adjusted basic and diluted earnings per share	(0.29)	$ 0.25

	Six Months Ended June 30,	
	2002	2001
Net income (loss) as reported	$ (1,287	$ 89
Add back amortization of goodwill, net of tax	-	1,694
Adjusted net income (loss)	(1,287)	2,083
Adjusted basic and diluted earnings per share	(0.17)	$ 0.27

NOTE 9. Contingencies

On February 19, 2002, a purported class action lawsuit was filed by Riggs Partners, LLC in the United States District Court for the Northern District of Illinois, Eastern Division. The complaint names as defendants the Company, the Company's officers and former officers that signed the Company's periodic reports filed with the Securities and Exchange Commission and the Company's former auditors. The complaint alleges that the defendants violated Section 10 (b) and Rule 10b-5 there under and section 20 (a) of the Securities Exchange Act of 1934 by filing or causing to be filed with the Securities and Exchange Commission periodic reports that contained inaccurate financial statements. The complaint seeks unspecified compensatory damages, reimbursement of reasonable costs and expenses, including counsel fees and expert fees, and such other relief as the court deems proper. On June 7, 2002, the plaintiffs filed a consolidated amended complaint. On July 18, 2002, the Company and is officers and former officers filed a motion to dismiss the amended complaint in its entirety. The Company's former auditors also filed a motion to dismiss the amended complaint on July 18, 2002. The plaintiffs have until August 15, 2002 to respond to the motions to dismiss, and the Company and its former auditors have until August 29, 2002 to file replies in support of their motions to dismiss. The Company believes that this suit is without merit and intends to vigorously defend itself and its officers. An adverse judgment in this lawsuit could have a material adverse effect on the Company's financial position and results of operations.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

ACCOUNTING ADJUSTMENT

In the fourth quarter of 2001, the Company recorded adjustments which resulted in a decline of $0.7 million in net income to properly report the annual results for the year as a result of accounting irregularities at the Company's 65% owned subsidiary, Hub Group Distribution Services (HGDS). The Company was unable to determine in which quarters in 2001 the adjustments should have been made and the amount to be recorded in each quarter. Consequently, the results for the six months ended and three months ended June 30, 2002 are not comparable to the results for the six months and three months ended June 30, 2001.

RESULTS OF OPERATIONS

Three Months Ended June 30, 2002 Compared to the Three Months Ended June 30, 2001

Revenue

Revenue for Hub Group, Inc. increased 3.0% to $327.6 million in 2002 from $318.0 million in 2001. Intermodal revenue increased 3.1% from 2001. Truckload brokerage revenue increased 15.5% over 2001 due to increased volume. Logistics revenue, which includes revenue from the Company's supply chain solutions services and revenue from Hub Group Distribution Services, decreased 9.3% to $46.8 million in 2002 from $51.6 million in 2001. Supply chain solutions logistics services revenue increased 36.9% to $27.8 million in 2002 from $20.3 million in 2001 as a result of adding new customers and increased business from existing customers. Hub Group Distribution Services' revenue decreased 39.3% to $19.0 million in 2002 from $31.3 million in 2001. HGDS experienced a significant revenue decline primarily in its installation business due to lower demand from its largest customer.

Gross Margin

Gross margin decreased 19.3% to $36.6 million in 2002 from $45.3 million in 2001. As a percent of revenue, gross margin decreased to 11.2% from 14.3% in 2001. The decrease in gross margin as a percent of revenue is due primarily to HGDS performing less installation work than during the second quarter of 2001, Hub Group Distribution Services' customer mix and their pricing structure. In addition, intermodal gross margin decreased slightly due to customer mix, price competition and higher transportation costs than in 2001.

Salaries and Benefits

Salaries and benefits decreased 0.6% to $23.3 million in 2002 from $23.5 million in 2001. As a percentage of revenue, salaries and benefits decreased to 7.1% from 7.4% in 2001. The decrease is attributed primarily to a decrease in both headcount and incentive compensation, partially offset by increased costs for health benefits.

Selling, General and Administrative

Selling, general and administrative expenses decreased 5.9% to $11.6 million in 2002 from $12.3 million in 2001. As a percentage of revenue, these expenses decreased to 3.5% in 2002 from 3.9% in 2001. This decrease is primarily attributed to a reduction in information technology contractor costs, outsourced data center costs, travel costs and telephone costs. In the second quarter of 2002, the Company incurred a $0.3 million expense for professional fees related to the investigation and restatement of Hub Group Distribution Services' historical financial statements.

Depreciation and Amortization of Property and Equipment

Depreciation and amortization of property and equipment decreased 10.6% to $2.5 million in 2002 from $2.8 million in 2001. This expense as a percentage of revenue decreased from 0.9% to 0.8% in 2002.

Amortization of Goodwill

Amortization of goodwill decreased to $0.0 million in 2002 from $1.4 million in 2001. As of January 1, 2002, the Company adopted Financial Accounting Standards Board Statement No. 142, "Goodwill and Other Intangible Assets ("Statement 142"). Under Statement 142, goodwill and intangible assets that have indefinite useful lives are no longer amortized.

Other Income (Expense)

Interest expense increased 2.4% to $2.5 million in 2002 from $2.4 million in 2001. The increase in interest expense is due to carrying a higher average debt balance this year as compared to the prior year.

Minority Interest

The minority interest decreased to $0.0 million in 2002 from $1.1 million in 2001. HGDS is a 65% owned partnership. Pursuant the HGDS Partnership Agreement, each of the partners has a legal obligation to the partnership for any deficit balance in their respective capital accounts. Accordingly, there is a debit balance reflected in minority interest in the accompanying condensed consolidated balance sheets related to the minority partner's deficit capital account balance of approximately $3 million and $2.5 million at June 30, 2002 and December 31, 2001, respectively. Management believes that the balance in the minority interest account was collectable at December 31, 2001 and June 30, 2002. Hub has a legal right to pursue the minority partner for this deficit balance in the capital account. In August of 2002, the Company entered into a settlement agreement and release with the minority partner that resulted in the relinquishment of the minority partner's 35% interest in HGDS and release of the minority partner's claims against the Company in exchange for $4.0 million in cash and release of Hub's claims against the minority partner including the $3.0 million balance in minority interest.

Income Tax Provision

The income tax provision decreased to a benefit of $1.0 million in 2002 compared to a provision of $0.7 million in 2001. The Company recorded income taxes using an effective rate of 41.0% in 2001 and 37% in 2002. The rate changed because of changes in permanent differences between book and taxable income (loss) and the impact of state net operating losses.

Net Income (Loss)

Net (loss) income decreased to a loss of $2.2 million in 2002 from net income of $1.1 million in 2001.

Earnings (Loss) Per Share

Basic and diluted earnings (loss) per common share decreased to a loss of $0.29 in 2002 from income of $0.14 in 2001.

Six Months Ended June 30, 2002 Compared to the Six Months Ended June 30, 2001

Revenue

Revenue for Hub Group, Inc. decreased 4.7% to $632.9 million in 2002 from $664.0 million in 2001. Intermodal revenue decreased 6.8% from 2001which is primarily attributed to a $32.3 million reduction in demand from the Company's steamship customers when comparing the first quarter of 2002 with the first quarter of 2001. As previously disclosed, these customers ceased doing business with the Company early in the second quarter of 2001. Without the decrease in revenue related to the loss of the steamship customers intermodal revenue would have remained flat. Truckload brokerage revenue increased 12.0% from 2001 due to increased volume. Logistics revenue, which includes revenue from the Company's supply chain solutions services and revenue from Hub Group Distribution Services, decreased 11.8% to $90.8 million in 2002 from $102.9 million in 2001. Revenue from supply chain solutions logistics services increased 24.7% to $52.5 million in 2002 from $42.1 million in 2001 as a result of adding new customers and increased business from existing customers. Hub Group Distribution Services' revenue decreased 37.0% to $38.3 million in 2002 from $60.8 million in 2001.

Gross Margin

Gross margin decreased 15.1% to $77.6 million in 2002 from $91.4 million in 2001. As a percent of revenue, gross margin decreased to 12.3% from 13.8% in 2001. The decrease in gross margin as a percent of revenue is primarily attributed to HGDS experiencing lower volumes and lower margins in the installation business. Intermodal gross margin as a percentage of revenue decreased slightly due to changes in customer mix, competitive pricing, and increased transportation costs as compared to 2001. During the three months ended March 31, 2002, the Company revised its estimate of accrued transportation costs resulting in an increase in pretax income of approximately $2.8 million.

Salaries and Benefits

Salaries and benefits decreased 2.6% to $46.9 million in 2002 from $48.2 million in 2001. As a percentage of revenue, salaries and benefits increased to 7.4% from 7.3% in 2001. The decrease in expense is due to the consolidation of the accounting functions, which took place primarily during the first and second quarters of 2001.

Selling, General and Administrative

Selling, general and administrative expenses decreased 5.8% to $23.1 million in 2002 from $24.6 million in 2001. As a percentage of revenue, these expenses remained constant at 3.7% in 2002 and 2001. The decrease in expense is primarily attributed to a reduction in contractor costs, outsourced data center costs, travel costs and telephone costs. In the first six months of 2002, the Company incurred a $1.3 million expense for professional fees related to the investigation and restatement of Hub Group Distribution Services' historical financial statements. Without the $1.3 million in professional services, selling, general and administrative expense decreased $2.8 million or 11.4%.

Depreciation and Amortization of Property and Equipment

Depreciation and amortization decreased 12.8% to $5.2 million in 2002 from $6.0 million in 2001. This expense as a percentage of revenue decreased to 0.8% from 0.9% in 2001. Depreciation expense in the prior year included $0.9 million of excess depreciation related to various assets that were determined to be no longer useful once the Company's new operating system was completed.

Amortization of Goodwill

Amortization of goodwill decreased to $0.0 million in 2002 from $2.9 million in 2001. As of January 1, 2002, the Company adopted Financial Accounting Standards Board Statement No. 142, "Goodwill and Other Intangible Assets ("Statement 142"). Under Statement 142, goodwill and intangible assets that have indefinite useful lives are no longer amortized.

Impairment of Property and Equipment

The $3.4 million impairment charge in 2001 was due to HGDS' exit from its initiative surrounding the home delivery of large box items purchased over the internet.

Other Income (Expense)

Interest expense decreased 11.2% to $4.8 million in 2002 from $5.4 million in 2001. The decrease in interest expense is due primarily to carrying a lower average debt balance this year as compared to the prior year.

Minority Interest

The minority interest was a $0.5 million benefit in 2002 compared with a $0.4 million charge in 2001. HGDS is 65% owned partnership. Pursuant to the HGDS Partnership Agreement, each of the partners has a legal obligation to the partnership for any deficit balance in their respective capital accounts. Accordingly, there is a debit balance reflected in minority interest in the accompanying condensed consolidated balance sheets related to the minority partner's deficit capital account balance of approximately $3 million and $2.5 million at June 30, 2002 and December 31, 2001, respectively. Management believes that the balance in the minority interest account was collectable at December 31, 2001 and June 30, 2002. Hub has a legal right to pursue the minority partner for this deficit balance in the capital account. In August of 2002, the Company entered into a settlement agreement and release with the minority partner that resulted in the relinquishment of the minority partner's 35% interest in HGDS and release of the minority partner's claims against the Company in exchange for $4.0 million in cash and release of Hub's claims against the minority partner including the $3.0 million balance in minority interest.

Income Tax Provision

The income tax provision decreased to a benefit of $0.4 million in 2002 compared to a provision of $0.3 million in 2001. The Company recorded income taxes using an effective rate of 41.0% in 2001 and 37% in 2002. The rate changed because of changes in permanent differences between book and taxable income (loss) and the impact of state net operating losses.

Net Income (Loss)

Net (loss) income decreased to a loss of $1.3 million in 2002 from net income of $0.4 million in 2001.

Earnings (Loss) Per Share

Basic and diluted earnings (loss) per common share decreased to a loss of $0.17 in 2002 from income of $0.05 in 2001.

RECENT ACCOUNTING PRONOUNCEMENTS

On June 30, 2001, the Financial Accounting Standards Board issued Statement 142. Under Statement 142, goodwill and intangible assets that have indefinite useful lives are no longer amortized but rather will be tested at least annually for impairment. Intangible assets that have finite useful lives will continue to be amortized over their useful lives. The Company adopted Statement 142 as of January 1, 2002.

In connection with SFAS 142, the Company completed the first step of transitional goodwill impairment testing. The transitional testing used discounted cash flow and market capitalization methodologies to determine a fair market value for the reporting unit. The results of the transitional testing indicated no impairment.

The transitional testing is based upon the Company's estimates of the value of the reporting unit, future operating performance and discount rates. Should the estimates differ materially from actual results, the Company may be required to record impairment charges in future periods. The Company will continue to test the value of its goodwill for any impairment at least annually and impairment, if any, will be recorded as expense in the period of impairment.

LIQUIDITY AND CAPITAL RESOURCES

The Company has funded its operations and capital expenditures through cash flows from operations and bank borrowings.

Cash used in operating activities for the six months ended June 30, 2002 was approximately $1.6 million, which resulted primarily from net income from operations before non-cash charges of $3.1 million and a net decrease in working capital of $4.7 million.

Net cash used in investing activities for the six months ended June 30, 2002 was $3.4 million which related to capital expenditures. The capital expenditures were primarily related to enhancing the Company's operating system and various software applications.

The net cash provided by financing activities for the six months ended June 30, 2002, was $5.0 million. This is comprised of $9.0 million of borrowings on the Company's line of credit and $4.0 million of scheduled payments on the Company's term debt and capital leases.

The Company maintains a multi-bank credit facility. The facility is comprised of term debt and a revolving line of credit. At June 30, 2002, there was $31.0 million of outstanding term debt and $28.0 million outstanding and $22.0 million unused and available under the line of credit. Borrowings under the revolving line of credit are unsecured and have a five-year term that began on April 30, 1999, with a floating interest rate based upon the LIBOR (London Interbank Offered Rate) or Prime Rate. The term debt has quarterly principal payments ranging from $1,250,000 to $2,000,000 with a balloon payment of $19.0 million due on March 31, 2004.

The Company maintains $50.0 million of private placement debt (the "Notes"). These Notes are unsecured and have an eight-year average life. Interest is paid quarterly. These Notes mature on June 25, 2009, with annual principal payments of $10.0 million commencing on June 25, 2005

The Company was in default of certain debt covenants including the fixed charge coverage ratio, minimum earnings before interest, taxes, depreciation and minority interest and cash flow leverage ratio as of June 30, 2002. By August 14, 2002, amendments to the Company's credit agreements were executed to modify certain financial covenants for the quarters ending September 30, 2002 and December 31, 2002 and waive Hub Group's non-compliance with certain financial covenants for the fiscal quarter ending June 30, 2002. The amendments provide the loans will be secured by assets of the Company no later than October 15, 2002. In addition, the amendments outline a process for the modification of financial covenants for the periods beginning March 31, 2003 and beyond. The Company believes that it will satisfactorily complete the modification of the financial covenants for these periods as outlined in the amendments

OUTLOOK, RISKS AND UNCERTAINTIES

Except for historical data, the information contained in this Quarterly Report constitutes forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements are inherently uncertain and subject to risks. Such statements should be viewed with caution. Actual results or experience could differ materially from the forward-looking statements as a result of many factors. Forward-looking statements in this report include, but are not limited to, those contained in this "Outlook, Risks and Uncertainties" section regarding expectations, hopes, beliefs, estimates, intentions or strategies regarding the future. The Company assumes no liability to update any such forward-looking statements. In addition to those mentioned elsewhere in this section, such risks and uncertainties include the impact of competitive pressures in the marketplace, including the entry of new, web-based competitors and direct marketing efforts by the railroads, the degree and rate of market growth in the intermodal, brokerage and logistics markets served by the Company, changes in rail and truck capacity, further consolidation of rail carriers, deterioration in relationships with existing rail carriers, rail service conditions, changes in governmental regulation, adverse weather conditions, fuel shortages, changes in the cost of services from rail, drayage and other vendors and fluctuations in interest rates.

Liquidity and Capital Resources

The Company believes that cash to be provided by operations, cash available under its line of credit and the Company's ability to obtain additional credit will be sufficient to meet the Company's short-term working capital and capital expenditure needs. The Company believes that the aforementioned items are sufficient to meet its anticipated long-term working capital, capital expenditure and debt repayment needs.

QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

The Company is exposed to market risk related to changes in interest rates which may adversely affect its results of operations and financial condition. The Company seeks to minimize the risk from interest rate volatility through its regular operating and financing activities and, when deemed appropriate, through the use of derivative financial instruments. The Company does not use financial instruments for trading purposes.

The Company has both fixed and variable rate debt as described in Note 9 of the Company's Form 10-K filed for the year ended December 31, 2001. The Company has entered into an interest rate swap agreement designated as a hedge on a portion of the Company's variable rate debt. The purpose of the swap is to fix the interest rate on a portion of the variable rate debt and reduce certain exposures to interest rate fluctuations. At June 30, 2002, the Company had an interest rate swap with a notional amount of $25.0 million, a weighted average pay rate of 8.37%, a weighted average receive rate of 4.36% and a maturity date of September 30, 2002. This swap agreement involves the exchange of amounts based on the variable interest rate for amounts based on the fixed interest rate over the life of the agreement, without an exchange of the notional amount upon which the payments are based. The differential to be paid or received as interest rates change is accrued and recognized as an adjustment of interest expense related to the debt.

The main objective of interest rate risk management is to reduce the total funding cost to the Company and to alter the interest rate exposure to the desired risk profile.

PART II. Other Information

Item 1. Legal Proceedings.

On February 19, 2002, a purported class action lawsuit was filed by Riggs Partners, LLC in the United States District Court for the Northern District of Illinois, Eastern Division. The complaint names as defendants the Company, the Company's officers and former officers that signed the Company's periodic reports filed with the Securities and Exchange Commission and the Company's former auditors. The complaint alleges that the defendants violated Section 10 (b) and Rule 10b-5 thereunder and section 20 (a) of the Securities Exchange Act of 1934 by filing or causing to be filed with the Securities and Exchange Commission periodic reports that contained inaccurate financial statements. The complaint seeks unspecified compensatory damages, reimbursement of reasonable costs and expenses, including counsel fees and expert fees, and such other relief as the court deems proper. On June 7, 2002, the plaintiffs filed a consolidated amended complaint. On July 18, 2002, the Company and is officers and former officers filed a motion to dismiss the amended complaint in its entirety. The Company's former auditors also filed a motion to dismiss the amended complaint on July 18, 2002. The plaintiffs have until August 15, 2002 to respond to the motions to dismiss, and the Company and its former auditors have until August 29, 2002 to file replies in support of their motions to dismiss. The Company believes that this suit is without merit and intends to vigorously defend itself and its officers. An adverse judgment in this lawsuit could have a material adverse effect on the Company's financial position and results of operations.

Item 4. Submission of Matters to a Vote of Security Holders

The 2002 Annual Meeting of Stockholders of Hub Group, Inc. was held on May 21, 2002. At this meeting, the following six directors were reelected with the following votes: Phillip C. Yeager: 19,115,326 votes for and 634,470 votes withheld; David P. Yeager: 19,115,307 votes for and 634,489 votes withheld; Thomas L. Hardin: 19,114,326 votes for and 634,470 votes withheld; Gary D. Eppen: 19,239,358 votes for and 510,438 votes withheld; Charles R. Reaves: 19,242,590 votes for and 507,206 votes withheld; Martin P. Slark: 19,242,590 votes for and 507,206 votes withheld.

Also at this meeting, the Stockholders voted on a proposal to approve the Company's 2002 Long-Term Incentive Plan. This proposal was approved by the following votes: 17,383,327 votes for, 593,522 votes against, 89,237 votes withheld and 1,683,710 broker non-votes.

Item 6. Exhibits and Reports on Form 8-K

(a) A list of exhibits included as part of this Report is set forth in the Exhibit Index appearing elsewhere herein by this reference.

(b) Reports on Form 8-K. The Company filed a Report on Form 8-K on May 10, 2002, reporting in Item 4 that the Company had decided to dismiss its independent auditors, Arthur Andersen LLP and engage Ernst & Young LLP to serve as its new independent auditors. The Company filed an amendment to this Form 8-K on June 11, 2002, reporting additional information regarding its restatement of earnings due to the accounting irregularities discovered at Hub Group Distribution Services.

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

HUB GROUP, INC.

DATE: August 15, 2002

/s/ Thomas M. White

Thomas M. White
Senior Vice President-Finance and
Chief Financial Officer
(Principal Financial Officer)

EXHIBIT INDEX

Exhibit No.

10.22	Amendment to $100 million Credit Agreement among the Registrant, Hub City Terminals, Inc. and Harris Trust and Savings Bank dated August 13, 2002.
10.23	Amendment to $50 million Note Purchase Agreement among the Registrant, Hub City Terminals, Inc. and various purchasers dated August 14, 2002.

HUB GROUP, INC.
HUB CITY TERMINALS, INC.
AMENDMENT TO CREDIT AGREEMENT

Harris Trust and Savings Bank
Chicago, Illinois

LaSalle Bank National Association
Chicago, Illinois

U.S. Bank National Association
Des Plaines, Illinois

National City Bank
Cleveland, Ohio

Firstar Bank, N.A.
Milwaukee, Wisconsin

Ladies and Gentlemen:

Reference is hereby made to that certain Credit Agreement dated as of April 30, 1999 (the "Credit Agreement"), as amended and currently in effect, by and among Hub Group, Inc. (the "Public Hub Company"), Hub City Terminals, Inc. for itself and as successor by merger to Hub Holdings, Inc. ("Hub Chicago"; together with the Public Hub Company, the "Borrowers") and you (the "Lenders"). All capitalized terms used herein without definition shall have the same meanings herein as such terms have in the Credit Agreement.

The Borrowers have requested that the Lenders waive the Hub Group's non-compliance with certain financial covenants for the fiscal quarter ending June 30, 2002 and the Lenders are willing to do so under the terms and conditions set forth in this amendment (herein, the "Amendment").

1. WAIVERS.

The Borrowers have informed the Lenders that the Hub Group was in default of their obligations under Section 7.8 of the Credit Agreement (Fixed Charge Coverage Ratio) for the fiscal quarter ending June 30, 2002, Section 7.9 of the Credit Agreement (Minimum EBITDAM) for the fiscal quarter ending June 30, 2002 and Section 7.10 of the Credit Agreement (Cash Flow Leverage Ratio) for the fiscal quarter ending June 30, 2002 (collectively, the "Existing Defaults"). In accordance with the request of the Borrowers and subject to the satisfaction of the conditions precedent set forth in Section 3 below, the Lenders hereby waive the Existing Defaults. The foregoing waiver is expressly limited to the matters stated herein.

2. AMENDMENTS.

Subject to the satisfaction of the conditions precedent set forth in Section 3 below, the Credit Agreement shall be and hereby is amended as follows:

2.01. Section 1 of the Credit Agreement shall be and hereby is amended by adding the following new Sections 1.9 immediately at the end thereof:

> "Section 1.9. Security. No later than October 15, 2002 (the "Collateral Deadline") and subject to the other terms of this Section 1.9, the Obligations shall be secured by valid, perfected, and enforceable Liens on all right, title, and interest of the Borrowers and each other Guarantor in all personal property (including, without limitation, accounts, instruments, documents, chattel paper, general intangibles, patents, trademarks, tradenames, copyrights, investment property, inventory, equipment, fixtures, deposit accounts, and commercial tort claims), whether now owned or hereafter acquired or arising, and all proceeds thereof. The Borrowers and the other Guarantors acknowledge and agree that such Liens on the Collateral shall be valid and perfected first priority Liens, subject only to the Liens permitted by Section 7.12 hereof, securing on a ratable basis (pursuant to the Intercreditor Agreement) the Obligations, the Senior Notes and the Hedging Liability, in each case pursuant to one or more Collateral Documents in form and substance satisfactory to the Agent and the Required Lenders. Notwithstanding anything in this Agreement to the contrary: (i) Liens shall not be granted on Property of any Foreign Subsidiary (or on any equity interest in any Foreign Subsidiary in excess of 65% of the equity thereof); (ii) Liens shall not be granted on real property; (iii) Liens shall not be perfected on vehicles subject to certificate of title laws; (iv) and notwithstanding anything contained in any other Loan Document or in the Senior Note Agreements or the Senior Notes and except to the extent otherwise permitted by Sections 9-406, 9-407 or 9-408 of the UCC, in no event shall the Collateral include, and the Borrowers and the Guarantors shall not be deemed to have granted a security interest in, any asset to the extent that such a grant would, under the provisions of any existing contract or agreement enforceable under applicable law and pertaining to such asset or otherwise, result in a mandatory prepayment under, breach or termination of the provisions

of, or constitute a default under or termination of, any such contract or agreement, provided, that if and when such provisions are removed, terminated or otherwise become unenforceable as a matter of law, the Collateral shall be deemed to include such assets and the Borrowers and the Guarantors shall be deemed to have granted a security interest therein; and (v) if, by no later than 5:00 p.m. on the Collateral Deadline, the Borrowers shall have provided to the Lenders a signed commitment of a lender to provide financing in an amount sufficient to repay in full the Obligations on or before October 31, 2002 and containing such other terms and conditions as shall be reasonably acceptable to the Agent and the Required Lenders, then the Liens of the Collateral Documents shall not be perfected until November 1, 2002."

2.02. Section 4.1 of the Credit Agreement shall be amended by inserting the following new definitions in the appropriate alphabetical order:

""Collateral" means all properties, rights, interests, and privileges from time to time subject to the Liens granted to the collateral agent (as defined in the Intercreditor Agreement), or any security trustee therefor, by the Collateral Documents.

"Collateral Documents" means all mortgages, deeds of trust, security agreements, pledge agreements, assignments, financing statements and other documents as shall from time to time secure the Obligations, the Senior Notes, the Hedging Liability, or any part thereof.

"Intercreditor Agreement" shall mean an intercreditor and collateral agency agreement (in form and substance satisfactory to the Agent and the Required Lenders) to be entered into by the Lenders and the Senior Noteholders providing for the Liens described in Section 1.9 hereof on the Collateral to secure the Obligations, the Senior Notes and the Hedging Liability on a pari passu basis and appointing Harris Trust and Savings Bank as a collateral agent to hold such Liens.

"Senior Notes" shall mean the indebtedness of the Public Hub Company and Hub Chicago to BayState Health System, Inc., C.M. Life Insurance Company, Massachusetts Mutual Life Insurance Company, Investors Partner Life Insurance Company, John Hancock Life Insurance Company, John Hancock Variable Life Insurance Company, Mellon Bank, N.A. (solely in its capacity as Trustee for the Bell Atlantic Master Trust (as directed by John Hancock Life Insurance Company), and not in its individual capacity), ReliaStar Life Insurance Company, ReliaStar Life Insurance Company of New York and United of Omaha Life Insurance Company (collectively, together with their successors and assigns, the "Senior Noteholders") in the aggregate original principal amount of $50,000,000 as evidenced by the 8.64% Senior Notes Due June 25, 2009, issued and sold by the Public Hub Company and Hub Chicago to the Senior Noteholders pursuant to separate and several Note Purchase Agreements each dated as of June 15, 1999, as the same may be amended, supplemented or otherwise modified from time to time (the "Senior Note Agreements").

"UCC" shall mean the Uniform Commercial Code of the State of Illinois as in effect from time to time."

2.03. Sections 7.8, 7.9 and 7.10 of the Credit Agreement shall be amended and as so amended shall be restated in their entirety to read, respectively, as follows:

"Section 7.8. Fixed Charge Coverage Ratio. The Hub Group shall not, as of the close of each fiscal quarter of the Public Hub Company specified below, permit the Fixed Charge Coverage Ratio as of such date to be less than:

AS OF THE FISCAL QUARTER ENDING ON:	FIXED CHARGE COVERAGE RATIO SHALL NOT BE LESS THAN:
9/30/02	0.90 to 1
12/31/02	0.875 to 1
3/31/03	1.20 to 1
6/30/03 and at all times thereafter	1.25 to 1

Notwithstanding anything contained in this Agreement to the contrary, for purposes of computing the Hub Group's compliance with this Section, the Hub Group's adjustment of earnings for the 2001 fiscal year (which was an aggregate EBITDAM adjustment of $1,800,000 for such year) shall be treated as if such adjustment had occurred evenly in each fiscal quarter of such year (i.e. $450,000 per fiscal quarter).

Section 7.9. Minimum EBITDAM. The Hub Group shall, as of the close of each fiscal quarter of the Public Hub Company specified below, maintain EBITDAM for the four fiscal quarters of the Public Hub Company then ended of not less than:

AS OF THE FISCAL QUARTER ENDING ON:	EBITDAM SHALL NOT BE LESS THAN:
9/30/02	$24,000,000
12/31/02	$21,500,000
3/31/03	$38,000,000
6/30/03 and at all times thereafter	$40,000,000

Notwithstanding anything contained in this Agreement to the contrary, for purposes of computing the Hub Group's compliance with this Section, the Hub Group's adjustment of earnings for the 2001 fiscal year (which was an aggregate EBITDAM adjustment of $1,800,000 for such year) shall be treated as if such adjustment had occurred evenly in each fiscal quarter of such year (i.e. $450,000 per fiscal quarter).

Section 7.10. Cash Flow Leverage Ratio. The Hub Group shall not, as of the close of each fiscal quarter of the Public Hub Company specified below, permit the Cash Flow Leverage Ratio as of such date to be more than:

AS OF THE FISCAL QUARTER ENDING ON:	CASH FLOW LEVERAGE RATIO SHALL NOT BE MORE THA
9/30/02	4.75 to 1
12/31/02	5.25 to 1
3/31/03	2.75 to 1
6/30/03 and at all times thereafter	2.50 to 1

Notwithstanding anything contained in this Agreement to the contrary, for purposes of computing the Hub Group's compliance with this Section, the Hub Group's adjustment of earnings for the 2001 fiscal year (which was an aggregate EBITDAM adjustment of $1,800,000 for such year) shall be treated as if such adjustment had occurred evenly in each fiscal quarter of such year (i.e. $450,000 per fiscal quarter)."

2.04. Section 7.12 of the Credit Agreement shall be amended by inserting the following new sentence immediately at the end thereof:

"Notwithstanding anything in this Section to the contrary, this Section shall neither apply to nor operate to prevent Liens in favor of the collateral agent (as defined in the Intercreditor Agreement) granted under the Collateral Documents to secure the Obligations, the Senior Notes and the Hedging Liability on a pari passu basis pursuant to the Intercreditor Agreement."

3. CONDITIONS PRECEDENT.

The effectiveness of this Amendment is subject to the satisfaction of all of the following conditions precedent:

3.01. The Borrowers, the Guarantors and the Required Lenders shall have executed and delivered this Amendment.

3.02. The Senior Note Offering shall have been modified by written instrument (the "Senior Note Amendment") in form and substance reasonably satisfactory to the Agent to effect a waiver and modification of the terms and conditions thereof such that the same are no more burdensome on the Borrowers than the corresponding provisions of the Credit Agreement after giving effect to the modifications contemplated by this Amendment.

3.03. The Borrowers shall have paid to the Agent, for the ratable benefit of the Lenders which have executed and delivered to counsel for the Agent a counterpart of this Amendment no later than 5:00 p.m. (Chicago time) on August 13, 2002, an amendment fee in an amount equal to 0.10% of such executing Lenders' Revolving Credit Commitments and outstanding Term Loans (the "Amendment Fee"), such Amendment Fee to be fully earned and due and payable to such executing Lenders upon such Lenders' execution of this Amendment.

3.04. Legal matters incident to the execution and delivery of this Amendment and the Senior Note Amendment shall be reasonably satisfactory to the Agent and its counsel.

Upon the satisfaction of the foregoing conditions precedent, the Lenders also consent to the acquisition by Hub City Terminals, Inc. of the equity interests in Hub Group Distribution Services, an Illinois limited partnership, which are not currently owned by Hub City Terminals, Inc. for cash consideration of approximately $4,000,000.

4. CONDITIONS SUBSEQUENT.

The Borrowers shall cooperate with the Agent and the Lenders to the extent reasonably necessary to enable such parties to revise the financial covenants of the Credit Agreement with respect to the fiscal periods after January 1, 2003 by no later than the Collateral Deadline, and shall deliver to the Agent and the Lenders, as soon as possible, but in any event no later than the Collateral Deadline: (i) quarterly financial projections for the Borrowers' 2003 fiscal year, (ii) details with respect to cost reduction initiatives being undertaken by the Borrowers along with a timeline for the implementation of such initiatives and (iii) details with respect to revenue generation initiatives which support the Borrowers' 2003 financial projections. No later than November 1, 2002, the Borrowers and the Lenders shall have closed an amendment to the Credit Agreement which provides for such revisions to the financial covenants and contains such other provisions as the Lenders may require, including, without limitation, changes to the Applicable Margins and an amendment fee in an amount equal to 0.15% of the Lenders' Revolving Credit Commitments and outstanding Term Loans. Failure to close such an amendment to the Credit Agreement by November 1, 2002 shall constitute an Event of Default unless such deadline is otherwise extended by the Required Lenders.

5. REPRESENTATIONS.

In order to induce the Lenders to execute and deliver this Amendment, the Borrowers hereby represent to the Lenders that as of the date hereof, the representations and warranties set forth in Section 5 of the Credit Agreement are and remain true and correct in all material respects (except to the extent the same expressly relate to an earlier date and except that for purposes of this paragraph the representations contained in Section 5.5 shall be deemed to refer to the most recent financial statements of the Public Hub Company delivered to the Lenders) and the Borrowers are in full compliance with all of the terms and conditions of the Credit Agreement after giving effect to this Amendment and no Default or Event of Default (other than the Existing Defaults) has occurred and is continuing under the Credit Agreement or shall result after giving effect to this Amendment.

6. MISCELLANEOUS.

6.01. Each Borrower and each Guarantor acknowledges and agrees that, except as modified by this Amendment, all of the Loan Documents to which it is a party remain in full force and effect for the benefit and security of, among other things, the Obligations as modified hereby. Each Borrower and each Guarantor further acknowledges and agrees that all references in such Loan Documents to the Obligations shall be deemed a reference to the Obligations as so modified. Each Borrower and each Guarantor further agrees to execute and deliver any and all instruments or documents as may be reasonably required by the Agent or the Required Lenders to confirm any of the foregoing.

6.02. Except as specifically amended hereby, the Credit Agreement shall continue in full force and effect in accordance with its original terms. Reference to this specific Amendment need not be made in the Credit Agreement, the Notes, or any other instrument or document executed in connection therewith, or in any certificate, letter or communication issued or made pursuant to or with respect to the Credit Agreement, any reference in any of such items to the Credit Agreement being sufficient to refer to the Credit Agreement as specifically amended hereby.

6.03. This Amendment may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Amendment by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. This Amendment shall be governed by the internal laws of the State of Illinois.

6.04. The Borrowers agree to pay, jointly and severally, all reasonable out-of-pocket costs and expenses incurred by the Agent in connection with the preparation, execution and delivery of this Amendment, the Collateral Documents, the Intercreditor Agreement and the documents and transactions contemplated hereby, including the reasonable fees and expenses of counsel for the Agent with respect to the foregoing.

[Remainder of Page Intentionally Left Blank.]

Dated as of August 13, 2002.

HUB GROUP, INC., a Borrower
HUB CITY TERMINALS, INC., a Borrower

By /s/ David P. Yeager
David P. Yeager
Chief Executive Officer for each of
the above Companies

Accepted and agreed to as of the date and year last above written.

HARRIS TRUST AND SAVINGS BANK

By /s/ Scott M. Ferris
Name: /s/ Scott M. Ferris
Title: Managing Director

U.S. BANK NATIONAL ASSOCIATION

By
Name:____________________________
Title:___________________________

FIRSTAR BANK, N.A.

By
Name:___________________________
Title:__________________________

LASALLE BANK NATIONAL ASSOCIATION

By /s/ Mark Mital
Name: Mark Mital
Title: Vice President

NATIONAL CITY BANK

By /s/ Matthew R. Klinger
Name: Matthew R. Klinger
Title: Vice President

GUARANTORS' CONSENT

The undersigned heretofore executed and delivered to the Lenders the Guaranty Agreement. The undersigned hereby consent to the Amendment to the Credit Agreement as set forth above and confirm that the Guaranty Agreement and all of the obligations of the undersigned thereunder remain in full force and effect. The undersigned further agree that their consent to any further amendments to the Credit Agreement shall not be required as a result of this consent having been obtained, except to the extent, if any, required by the Guaranty Agreement.

HUB CHICAGO HOLDINGS, INC., a Guarantor

By /s/ David P. Yeager
David P. Yeager
Chief Executive Officer

HLX COMPANY, L.L.C., a Guarantor

By /s/ David P. Yeager
David P. Yeager
Vice Chairman and Chief Executive Officer

QSSC, INC.
QUALITY SERVICES, L.L.C.,
QUALITY SERVICES OF KANSAS, L.L.C.
QUALITY SERVICES OF NEW JERSEY, L.L.C.
Q.S. OF ILLINOIS, L.L.C.
Q.S. OF GEORGIA, L.L.C.

By /s/ David P. Yeager
David P. Yeager
Chief Executive Officer for each of the above Guarantors

HUB GROUP ALABAMA, LLC
HUB GROUP ATLANTA, LLC
HUB GROUP BOSTON, LLC
HUB GROUP CANADA, L.P.
HUB GROUP CLEVELAND, LLC
HUB GROUP DETROIT, LLC
HUB GROUP FLORIDA, LLC
HUB GROUP GOLDEN GATE, LLC
HUB GROUP INDIANAPOLIS, LLC
HUB GROUP KANSAS CITY, LLC
HUB GROUP LOS ANGELES, LLC
HUB GROUP MID ATLANTIC, LLC
HUB GROUP NEW ORLEANS, LLC
HUB GROUP NEW YORK STATE, LLC
HUB GROUP NEW YORK-NEW JERSEY, LLC
HUB GROUP NORTH CENTRAL, LLC
HUB GROUP OHIO, LLC
HUB GROUP PHILADELPHIA, LLC
HUB GROUP PITTSBURGH, LLC
HUB GROUP PORTLAND, LLC
HUB GROUP ST. LOUIS, LLC
HUB GROUP TENNESSEE, LLC
HUB CITY TEXAS, L.P.
HUB GROUP TRANSPORT, LLC
HUB GROUP ASSOCIATES, INC.
HUB FREIGHT SERVICES, INC.

By /s/ David P. Yeager
David P. Yeager
Chief Executive Officer for each
of the above Guarantors

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HUB GROUP, INC.

and

HUB CITY TERMINALS, INC.

FIFTH AMENDMENT
Dated as of August 14, 2002

to

NOTE PURCHASE AGREEMENTS
Dated as of June 15, 1999

Re: $50,000,000 8.64% Senior Notes
Due June 25, 2009

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FIFTH AMENDMENT TO NOTE PURCHASE AGREEMENTS

THIS FIFTH AMENDMENT dated as of August 14, 2002 (the or this "Fifth Amendment") to the Note Purchase Agreements each dated as of June 15, 1999, as amended by the First Amendment to Note Purchase Agreements dated as of February 26, 2001, the Second Amendment to Note Purchase Agreements dated as of March 30, 2001, the Third Amendment to Note Purchase Agreements dated as of November 8, 2001 and the Fourth Amendment to Note Purchase Agreements dated as of March 27, 2002, among HUB GROUP, INC., a Delaware corporation ("Public Hub Company"), HUB CITY TERMINALS, INC., a Delaware corporation, for itself and as successor by merger to Hub Holdings, Inc. ("Hub Chicago"; Public Hub Company and Hub Chicago being individually referred to herein as an "Obligor" and collectively as the "Obligors"), and each of the institutions which is a signatory to this Fifth Amendment (collectively, the "Noteholders").

RECITALS:

A. The Obligors and each of the Noteholders have heretofore entered into separate and several Note Purchase Agreements, each dated as of June 15, 1999 (as amended by the First Amendment to Note Purchase Agreements dated as of February 26, 2001, the Second Amendment to Note Purchase Agreements dated as of March 30, 2001, the Third Amendment to Note Purchase Agreements dated as of November 8, 2001 and the Fourth Amendment to Note Purchase Agreements dated as of March 27, 2002, collectively, the "Note Purchase Agreements"). The Obligors have heretofore issued the $50,000,000 8.64% Senior Notes Due June 25, 2009 (the "Notes") pursuant to the Note Purchase Agreements.

B. The Obligors and the Noteholders now desire to amend the Note Purchase Agreements in the respects, but only in the respects, hereinafter set forth.

C. Capitalized terms used herein shall have the respective meanings ascribed thereto in the Note Purchase Agreements unless herein defined or the context shall otherwise require.

D. All requirements of law have been fully complied with and all other acts and things necessary to make this Fifth Amendment a valid, legal and binding instrument according to its terms for the purposes herein expressed have been done or performed.

NOW, THEREFORE, upon the full and complete satisfaction of the conditions precedent to the effectiveness of this Fifth Amendment set forth in Section 4.1 hereof, and in consideration of good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Obligors and the Noteholders do hereby agree as follows:

SECTION 1. AMENDMENTS.

Section 1.1. Section 10.2 of the Note Purchase Agreements shall be amended and restated in its entirety to read as follows:

"Section 10.2. Fixed Charge Coverage Ratio. The Public Hub Company and its Restricted Subsidiaries will not, as of close of each fiscal quarter specified below, permit the ratio of (a) Consolidated EBITDAR for the immediately preceding four consecutive fiscal quarter period to (b) Consolidated Fixed Charges as of such date to be less than (i) 1.20 to 1.00 as of the end of the fiscal quarters ending September 30, 2002 and December 31, 2002 and (ii) 1.30 to 1.00 as of the close of each fiscal quarter thereafter. Notwithstanding anything contained in this Agreement to the contrary, for purposes of computing the Public Hub Company and its Restricted Subsidiaries' compliance with this Section, the Public Hub Company and its Restricted Subsidiaries' adjustment of earnings for the 2001 fiscal year (which was an aggregate earnings adjustment of $1,800,000 for such year) shall be treated as if such adjustment had occurred evenly in each fiscal quarter of such year (i.e. $450,000 per fiscal quarter)"

Section 1.2. Section 10.3 of the Note Purchase Agreements shall be amended and restated in its entirety to read as follows:

"Section 10.3. Cash Flow Leverage Ratio. The Public Hub Company and its Restricted Subsidiaries will not, as of the close of each fiscal quarter specified below, permit the ratio of Consolidated Debt to Consolidated EBITDA for the immediately preceding four consecutive fiscal quarter period to exceed the ratios set forth below:

AS OF THE FISCAL QUARTER ENDING ON:	CONSOLIDATED DEBT TO CONSOLIDATED EBITDA SHALL NOT BE MORE THAN:
September 30, 2002	4.75 to 1.00
December 31, 2002	5.25 to 1.00
March 31, 2003	2.75 to 1.00
June 30, 2003 and thereafter	2.50 to 1.00

Notwithstanding anything contained in this Agreement to the contrary, for purposes of computing the Public Hub Company and its Restricted Subsidiaries' compliance with this Section, the Public Hub Company and its Restricted Subsidiaries' adjustment of earnings for the 2001 fiscal year (which was an aggregate earnings adjustment of $1,800,000 for such year) shall be treated as if such adjustment had occurred evenly in each fiscal quarter of such year (i.e. $450,000 per fiscal quarter)."

Section 1.3. Section 10.5 of the Note Purchase Agreements shall be amended by adding the following new sentence immediately at the end thereof:

> "Notwithstanding anything in this Section 10.5 to the contrary, this Section 10.5 shall neither apply to nor operate to prevent Liens in favor of the collateral agent (as defined in the Amended and Restated Intercreditor Agreement) granted under the Collateral Documents to secure the Notes and amounts owing to the Banks pursuant to the Bank Credit Agreement on a pari passu basis pursuant to the terms of the Amended and Restated Intercreditor Agreement."

Section 1.4. The following new definitions shall be added in alphabetical order in Schedule B to the Note Purchase Agreements to read as follows:

> "Collateral" means all properties, rights, interests, and privileges from time to time subject to the Liens granted to the collateral agent (as defined in the Amended and Restated Intercreditor Agreement), or any security trustee therefor, by the Collateral Documents.
>
> "Collateral Documents" means all mortgages, deeds of trust, security agreements, pledge agreements, assignments, financing statements and other documents as shall from time to time secure the Notes and amounts owing to the Banks pursuant to the Bank Credit Agreement.
>
> "Amended and Restated Intercreditor Agreement" shall mean an intercreditor and collateral agency agreement (in form and substance satisfactory to the Required Holders) to replace the Intercreditor Agreement and to be entered into by the Noteholders, the Banks and a collateral agent, providing for Liens on the Collateral to secure the Notes and amounts owing to the Banks pursuant to the Bank Credit Agreement on a pari passu basis and appointing Harris Trust and Savings Bank as collateral agent to hold such Liens.
>
> "UCC" shall mean the Uniform Commercial Code of the State of Illinois as in effect from time to time.

Section 1.5. Section 11(k) of the Note Purchase Agreements shall be and hereby is amended by substituting the period (".") at the end of such section with a semicolon and the word "or" ("; or").

Section 1.6. Section 11 of the Note Purchase Agreements shall be and hereby is amended by adding a new Section 11(l) immediately after Section 11(k) to read as follows:

> "(l) failure of the Obligors to comply with Section 5 of the Fifth Amendment to Note Purchase Agreements dated as of August 14, 2002 between the Obligors and the Noteholders (the "Fifth Amendment"),

including, without limitation, failure for any reason whatsoever to deliver the Collateral by October 15, 2002 or failure to execute and deliver the amendment to this Agreement contemplated by such Section 5 of the Fifth Amendment by November 1, 2002."

SECTION 2. REPRESENTATIONS AND WARRANTIES OF THE OBLIGORS.

Section 2.1. To induce the Noteholders to execute and deliver this Fifth Amendment (which representations shall survive the execution and delivery of this Fifth Amendment), the Obligors, jointly and severally, represent and warrant to the Noteholders that:

(a) this Fifth Amendment has been duly authorized, executed and delivered by each Obligor and this Fifth Amendment constitutes the legal, valid and binding obligation, contract and agreement of each Obligor enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors' rights generally;

(b) the Note Purchase Agreements, as amended by this Fifth Amendment, constitute the legal, valid and binding obligations, contracts and agreements of the Obligors enforceable against them in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors' rights generally;

(c) the execution, delivery and performance by the Obligors of this Fifth Amendment (i) has been duly authorized by all requisite corporate action and, if required, shareholder action, (ii) does not require the consent or approval of any governmental or regulatory body or agency, and (iii) will not (A) violate (1) any provision of law, statute, rule or regulation or its certificate of incorporation or bylaws, (2) any order of any court or any rule, regulation or order of any other agency or government binding upon it, or (3) any provision of any material indenture, agreement or other instrument to which any Obligor is a party or by which any Obligor's properties or assets are or may be bound, including, without limitation, the Bank Credit Agreement, or (B) result in a breach or constitute (alone or with due notice or lapse of time or both) a default under any indenture, agreement or other instrument referred to in clause (iii)(A)(3) of this Section 2.1(c);

(d) as of the date hereof and after giving effect to this Fifth Amendment, no Default or Event of Default has occurred which is continuing;

(e) all the representations and warranties contained in Section 5 of the Note Purchase Agreements (other than those contained in Sections 5.3, 5.4(a), 5.4(b) and 5.9) are true and correct in all material respects with the same force and effect as if made by the Obligors on and as of the date hereof (other than any representation and warranty that expressly relates to a specified earlier date, which was true and correct in all material respects as of such date); provided, that, notwithstanding any reference in Sections 5.4(c) and 5.4(d) of the Note Purchase Agreements to the Restricted Subsidiaries listed on Schedule 5.4 to the Note Purchase Agreements, the representations and warranties hereby made by the Obligors with reference to Sections 5.4(c) and 5.4(d) of the Note Purchase Agreements shall relate to the Restricted Subsidiaries existing on the date hereof;

(f) the statements and information furnished to the Noteholders in connection with the negotiation of this Amendment do not, taken as a whole, and other than financial projections or forecasts, contain any untrue statements of a material fact or omit a material fact necessary to make the material statements contained herein or therein not misleading, the Noteholders acknowledging that as to any projections furnished to the Noteholders, the Obligors and the Constituent Company Guarantors only represent that the same were prepared on the basis of information and estimates the Obligors believed to be reasonable; and

(g) all tax returns with respect to any income tax or other material tax required to be filed by the Obligors and the Restricted Subsidiaries in any jurisdiction have, in fact, been filed, and all taxes, assessments, fees and other governmental charges upon the Obligors or the Restricted Subsidiaries or upon any of their respective properties, income or franchises, which are shown to be due and payable in such returns, have been paid. The Obligors do not know of any proposed additional tax assessment against the Obligors or any Restricted Subsidiary for which adequate provision in accordance with GAAP has not been made. Adequate provisions in accordance with GAAP for taxes on the books of the Obligors and each Restricted Subsidiary have been made for all open years, and for its current fiscal period.

SECTION 3. WAIVER; OBLIGOR AGREEMENTS.

Section 3.1. Upon and by virtue of this Fifth Amendment becoming effective as herein contemplated, the failure of the Public Hub Company and its Restricted Subsidiaries to comply with the obligations under Section 10.2 (Fixed Charge Coverage Ratio) and Section 10.3 (Cash Flow Leverage Ratio) of the Note Purchase Agreements, in each case for the fiscal quarter ending June 30, 2002, which failures constitute Events of Default under the Note Purchase Agreements, shall be deemed to have been waived by the Noteholders for the period beginning on and including the date upon which this Amendment becomes effective to but not including November 1, 2002. The Obligors understand and agree that the waiver contained in this Section 3.1 pertains only to the matters and to the extent herein described and not to any other actions of the Obligors under, or matters arising in connection with, the Note Purchase Agreements or to any rights which the Noteholders have arising by virtue of any such other actions or matters.

Section 3.2. In consideration of the waiver set forth in Section 3.1 hereof, the Obligors hereby covenant and agree that any funds received by or on behalf of the Obligors in connection with a refinancing of the Bank Credit Agreement shall be applied on a pro-rata basis as between the Banks and the Noteholders, and, with respect to the Noteholders, pursuant to an offer to prepay pursuant to Section 8.2 of the Note Purchase Agreements.

SECTION 4. CONDITIONS TO EFFECTIVENESS OF THIS FIFTH AMENDMENT.

Section 4.1. This Fifth Amendment shall not become effective until, and shall become effective when, each and every one of the following conditions shall have been satisfied:

(a) executed counterparts of this Fifth Amendment, duly executed by the Obligors and the holders of at least 51% of the outstanding principal of the Notes, shall have been delivered to the Noteholders;

(b) the Noteholders shall have received a copy of the resolutions of the Board of Directors of each Obligor authorizing the execution, delivery and performance by such Obligor of this Fifth Amendment, certified by such Obligor's Secretary or an Assistant Secretary;

(c) the representations and warranties of the Obligors set forth in Section 2 hereof are true and correct on and with respect to the date hereof;

(d). the Obligors shall have arranged to the satisfaction of the Required Holders for the payment to each Noteholder by no later than 5:00 p.m. (Chicago time) on August 15, 2002, an amendment fee in an amount equal to 0.10% times the outstanding principal amount of the Notes held by such Noteholder (the "Amendment Fee"), such Amendment Fee to be fully earned and due and payable to each Noteholder upon the effectiveness of this Amendment;

(e) the Bank Credit Agreement shall have been amended in form and substance satisfactory to the Required Holders to effect a waiver and modification of the terms and conditions thereof such that the same are no more burdensome on the Obligors than the corresponding provisions of the Note Purchase Agreements after giving effect to the modifications contemplated by this Amendment; and

(f) legal matters incident to the execution and delivery of this Amendment and the amendment to the Bank Credit Agreement shall be reasonably satisfactory to the Noteholders and their counsel.

Upon receipt of all of the foregoing, this Fifth Amendment shall become effective as of August 14, 2002.

SECTION 5. CONDITIONS SUBSEQUENT.

Section 5.1. No later than October 15, 2002 (the "Collateral Deadline") and subject to the other terms of this Section 5.1, the payment by the Obligors of all amounts due in respect of the Notes and the performance by the Obligors of their obligation under this Agreement and the Other Agreements shall be secured by valid, perfected, and enforceable

Liens on all right, title, and interest of the Obligors and each Constituent Company Guarantor in all personal property (including, without limitation, accounts, instruments, documents, chattel paper, general intangibles, patents, trademarks, tradenames, copyrights, investment property, inventory, equipment, fixtures, deposit accounts, and commercial tort claims), whether now owned or hereafter acquired or arising, and all proceeds thereof. The Obligors and the Constituent Company Guarantors acknowledge and agree that such Liens on the Collateral shall be valid and perfected first priority Liens, subject only to the Liens permitted by Section 10.5 of the Note Purchase Agreements, securing on an equal and ratable basis (pursuant to the Amended and Restated Intercreditor Agreement) the Notes and amounts owing to the Banks pursuant to the Bank Credit Agreement, in each case pursuant to one or more Collateral Documents in form and substance satisfactory to the Required Holders. Notwithstanding anything in this Agreement to the contrary: (i) Liens shall not be granted on property of any Subsidiary formed under the laws of any jurisdiction other than the United States or any State thereof (a "Foreign Subsidiary") (or on any equity interest in any Foreign Subsidiary in excess of 65% of the equity thereof); (ii) Liens shall not be granted on real property; (iii) Liens shall not be perfected on vehicles subject to certificate of title laws; (iv) notwithstanding anything contained in the Note Purchase Agreements or the Notes and except to the extent otherwise permitted by Sections 9-406, 9-407 or 9-408 of the UCC, in no event shall the Collateral include, and the Obligors and the Guarantors shall not be deemed to have granted a security interest in, any asset to the extent that such grant would, under the provisions of any existing contract or agreement enforceable under applicable law and pertaining to such asset or otherwise, result in a mandatory prepayment under, breach or termination of the provisions of, or constitute a default under or termination of, any such contract or agreement, provided that if and when such provisions are removed, terminated or otherwise become unenforceable as a matter of law, the Collateral shall be deemed to include such assets and the Obligors and the Guarantors shall be deemed to have granted a security interest therein; and (v) if, by no later than 5:00 p.m. on the Collateral Deadline, the Obligors shall have provided to the Noteholders a signed commitment of a lender to provide financing in an amount sufficient to enable the Obligors to prepay the Notes in full, together with interest accrued thereon to the date of prepayment and the Make-Whole Amount (and containing such other terms and conditions as shall be reasonably acceptable to the Required Holders) pursuant to Section 8.2 of the Note Purchase Agreements, and a written offer to so prepay the Notes on or before October 31, 2002, then and in such event the Liens of the Collateral Documents need not be perfected until November 1, 2002.

Section 5.2. The Obligors shall cooperate with the Noteholders to the extent reasonably necessary to enable such parties to revise Sections 10.2 and 10.3 (the "Subject Financial Covenants") of the Note Purchase Agreements with respect to the fiscal periods commencing after January 1, 2003, and shall deliver to the Noteholders, as soon as possible, but in any event no later than the Collateral Deadline: (a) quarterly financial projections for the Public Hub Company and its Restricted Subsidiaries' 2003 fiscal year, (b) details with respect to cost reduction initiatives being undertaken by the Public Hub Company and its Restricted Subsidiaries along with a timeline for the implementation of such initiatives, and (c) details with respect to revenue generation initiatives which support the Public Hub Company and its Restricted Subsidiaries 2003 financial projections. No later than November 1, 2002, the Obligors and the Noteholders shall have endeavored to execute and deliver an amendment to the Note Purchase Agreements which (i) provides for such revisions to the Subject Financial Covenants, and (ii) contains such other provisions as the Required Holders may require, including, without limitation, changes to the interest rate on the Notes and an amendment fee for each Noteholder equal to 0.15% times the aggregate outstanding principal amount of the Notes held by such Noteholder. It is expressly agreed and understood that nothing contained in this Section 5.2 shall obligate any Noteholder or the Obligors to conclude an agreement on the matters contained in this Section 5.2 and it is further expressly understood that failure for any reason whatsoever to execute and deliver such amendment to the Note Purchase Agreements by November 1, 2002 shall constitute an Event of Default unless such deadline is otherwise extended by the Required Holders.

SECTION 6. PAYMENT OF NOTEHOLDERS' COUNSEL FEES AND EXPENSES.

Section 6.1. The Obligors agrees to pay upon demand, the reasonable fees and expenses of Chapman and Cutler, counsel to the Noteholders, in connection with the negotiation, preparation, approval, execution and delivery of this Fifth Amendment.

SECTION 7. MISCELLANEOUS.

Section 7.1. This Fifth Amendment shall be construed in connection with and as part of each of the Note Purchase Agreements, and except as modified and expressly amended by this Fifth Amendment, all terms, conditions and covenants contained in the Note Purchase Agreements and the Notes are hereby ratified and shall be and remain in full force and effect.

Section 7.2. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Fifth Amendment may refer to the Note Purchase Agreements without making specific reference to this Fifth Amendment but nevertheless all such references shall include this Fifth Amendment unless the context otherwise requires.

Section 7.3. The descriptive headings of the various Sections or parts of this Fifth Amendment are for convenience only and shall not affect the meaning or construction of any of the provisions hereof.

SECTION 7.4. THIS FIFTH AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH ILLINOIS LAW.

Section 7.5. The execution hereof by you shall constitute a contract between us for the uses and purposes hereinabove set forth, and this Fifth Amendment may be executed in any number of counterparts, each executed counterpart constituting an original, but all together only one agreement.

[Signature Pages Begin on Next Page]

IN WITNESS WHEREOF, the Obligors and the Noteholders have caused this instrument to be executed as of August 14, 2002.

HUB GROUP, INC.
HUB CITY TERMINALS, INC.

By /s/ David P. Yeager
David P. Yeager
Chief Executive Officer for each of the above Companies

Consented, Accepted and Agreed as of August 14, 2002

HUB CHICAGO HOLDINGS, INC., a Constituent Company Guarantor

By /s/ David P. Yeager
David P. Yeager
Chief Executive Officer for each of the above Companies

HLX COMPANY, L.L.C., a Constituent Company Guarantor

By /s/ David P. Yeager
David P. Yeager
Vice Chairman and Chief Executive Officer

QSSC, INC.
QUALITY SERVICES, L.L.C.
QUALITY SERVICES OF KANSAS, L.L.C.
QUALITY SERVICES OF NEW JERSEY, L.L.C.
Q.S. OF ILLINOIS, L.L.C.
Q.S. OF GEORGIA, L.L.C.

By /s/ David P. Yeager
David P. Yeager
Chief Executive Officer for each of the above Constituent Company Guarantors

HUB GROUP ALABAMA, LLC (formerly known
as Hub City Alabama, L.P.)
HUB GROUP ATLANTA, LLC (formerly known
as Hub City Atlanta, L.P.)
HUB GROUP BOSTON, LLC (formerly known
as Hub City Boston, L.P.)
HUB GROUP CANADA, L.P.
HUB GROUP CLEVELAND, LLC (formerly known
as Hub City Cleveland, L.P.)
HUB GROUP DETROIT, LLC (formerly known
as Hub City Detroit, L.P.)
HUB GROUP FLORIDA, LLC (formerly known
as Hub City Florida, L.P.)
HUB GROUP GOLDEN GATE, LLC (formerly known
as Hub City Golden Gate, L.P.)
HUB GROUP INDIANAPOLIS, LLC (formerly known
as Hub City Indianapolis, L.P.)
HUB GROUP KANSAS CITY, LLC (formerly known
as Hub City Kansas City, L.P.)
HUB GROUP LOS ANGELES, LLC (formerly known
as Hub City Los Angeles, L.P.)
HUB GROUP MID ATLANTIC, LLC (formerly known
as Hub City Mid Atlantic, L.P.)
HUB GROUP NEW ORLEANS, LLC (formerly known
as Hub City New Orleans, L.P.)
HUB GROUP NEW YORK STATE, LLC (formerly
known as Hub City New York State, L.P.)
HUB GROUP NEW-YORK-NEW JERSEY, LLC
(formerly known as Hub City New York-New
Jersey, L.P.)
HUB GROUP NORTH CENTRAL, LLC (formerly known
as Hub City North Central, L.P.)
HUB GROUP OHIO, LLC (formerly known as
Hub City Ohio, L.P.)
HUB GROUP PHILADELPHIA, LLC (formerly known
as Hub City Philadelphia, L.P.)
HUB GROUP PITTSBURGH, LLC (formerly known
as Hub City Pittsburgh, L.P.)
HUB GROUP PORTLAND, LLC (formerly known as
Hub City Portland, L.P.)
HUB GROUP ST. LOUIS, LLC (formerly known
as Hub City St. Louis, L.P.)
HUB GROUP TENNESSEE, LLC (formerly known
as Hub City Tennessee, L.P.)
HUB CITY TEXAS, L.P.
HUB GROUP TRANSPORT, LLC

By /s/ David P. Yeager
David P. Yeager
Chief Executive Officer for each of the
above Constituent Company Guarantors

Consented, Accepted and Agreed
as of August 14, 2002:

BAYSTATE HEALTH SYSTEM, INC.

By: David L. Babson & Company Inc.as
Investment Adviser

By /s/ Elisabeth A. Perenick
Name: Elisabeth A. Perenick
Title: Managing Director

Consented, Accepted and Agreed
as of August 14, 2002:

C.M. LIFE INSURANCE COMPANY

By: David L. Babson & Company Inc. as
Investment Sub-Adviser

By /s/ Elisabeth A. Perenick
Name: Elisabeth A. Perenick
Title: Managing Director

Consented, Accepted and Agreed
as of August 14, 2002:

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY

By: David L. Babson & Company Inc., as
Investment Adviser

By /s/ Elisabeth A. Perenick
Name: Elisabeth A. Perenick
Title: Managing Director

Consented, Accepted and Agreed
as of August 14, 2002:

INVESTORS PARTNER LIFE INSURANCE COMPANY

By /s/ Stacey Agretelis
Name: Stacey Agretelis
Title: Authorized Signatory

Consented, Accepted and Agreed
as of August 14, 2002:

JOHN HANCOCK LIFE INSURANCE COMPANY

By /s/ Stacey Agretelis
Name: Stacey Agretelis
Title: Director

Consented, Accepted and Agreed
as of August 14, 2002:

JOHN HANCOCK VARIABLE LIFE INSURANCE
COMPANY

By /s/ Stacey Agretelis
Name: Stacey Agretelis
Title: Authorized Signatory

Consented, Accepted and Agreed
as of August 14, 2002:

MELLON BANK, N.A., solely in its capacity
as Trustee for the Bell Atlantic
Master Trust (as directed by John
Hancock Life Insurance Company), and
not in its individual capacity

By /s/ Carole Bruno
Name: Carole Bruno
Title: Authorized Signatory

Consented, Accepted and Agreed
as of August 14, 2002:

RELIASTAR LIFE INSURANCE COMPANY

By: ING INVESTMENT MANAGEMENT LLC,
as agent

By______________________________________
Name:
Title:

Consented, Accepted and Agreed
as of August 14, 2002:

RELIASTAR LIFE INSURANCE COMPANY OF NEW YORK

By: ING INVESTMENT MANAGEMENT LLC,
as agent

By____________________________________
Name:
Title:

Consented, Accepted and Agreed
as of August 14, 2002:

UNITED OF OMAHA LIFE INSURANCE COMPANY

By______________________________________

Name:

Title: