

SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549

FORM 10-Q

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

For the quarterly period ended September 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  
(State or other jurisdiction of incorporation or organization)

36-4007085  
(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 November 5, 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)

	SEPTEMBER 30, 2002	DECEMBER 31, 2001
<b>ASSETS</b>		
<b>CURRENT ASSETS:</b>		
Cash and cash equivalents	\$ -	\$ -
Accounts receivable, net	153,070	149,765
Deferred taxes	12,081	11,147
Prepaid expenses and other current assets	4,629	3,840
	169,780	164,752
<b>TOTAL CURRENT ASSETS</b>		
PROPERTY AND EQUIPMENT, net	35,826	39,098
GOODWILL, net	215,190	208,166
OTHER ASSETS	1,448	1,507
MINORITY INTEREST	-	2,501
	\$ 422,244	\$ 416,024
<b>TOTAL ASSETS</b>		
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
<b>CURRENT LIABILITIES:</b>		
Accounts payable		
Trade	\$ 136,772	\$ 135,588
Other	3,632	1,275
Accrued expenses		
Payroll	11,478	11,195
Other	9,632	14,020
Current portion of long-term debt	8,046	8,054
	169,560	170,132
<b>TOTAL CURRENT LIABILITIES</b>		
LONG-TERM DEBT, EXCLUDING CURRENT PORTION	101,027	96,059
DEFERRED TAXES	18,723	17,380
CONTINGENCIES AND COMMITMENTS		
<b>STOCKHOLDERS' EQUITY:</b>		
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		
Purchase price in excess of predecessor basis, net of tax benefit of \$10,306	110,819	110,819
Retained earnings	(15,458)	(15,458)
Accumulated other comprehensive loss	37,496	37,404
	-	(389)
<b>TOTAL STOCKHOLDERS' EQUITY</b>	132,934	132,453
	\$ 422,244	\$ 416,024
<b>TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY</b>		

See notes to unaudited condensed consolidated financial statements.

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

	THREE MONTHS ENDED SEPTEMBER 30,		NINE MONTHS ENDED SEPTEMBER 30,	
	2002	2001	2002	2001
	(NOT REVIEWED)		(NOT REVIEWED)	
Revenue	\$ 356,666	\$ 323,046	\$ 989,560	\$ 987,004
Transportation costs	314,385	278,475	869,674	851,066
Gross margin	42,281	44,571	119,886	135,938
Costs and expenses:				
Salaries and benefits	23,294	23,461	70,239	71,663
Selling, general and administrative	11,822	16,989	34,945	41,541
Depreciation and amortization of property and equipment	2,652	2,147	7,859	8,117
Amortization of goodwill	-	1,435	-	4,305
Impairment of property and equipment	-	-	-	3,401
Total costs and expenses	37,768	44,032	113,043	129,027
Operating income	4,513	539	6,843	6,911
Other income (expense):				
Interest expense	(2,539)	(2,426)	(7,307)	(7,793)
Interest income	45	189	166	522
Other, net	153	93	275	(185)
Total other expense	(2,341)	(2,144)	(6,866)	(7,456)
Income (loss) before minority interest and provision for income taxes	2,172	(1,605)	(23)	(545)
Minority interest	-	280	(524)	680
Income (loss) before provision for (benefit from) income taxes	2,172	(1,885)	501	(1,225)
Provision for (benefit from) income taxes	793	(773)	409	(502)
Net income (loss)	\$ 1,379	\$ (1,112)	\$ 92	\$ (723)
Basic earnings (loss) per common share	\$ 0.18	\$ (0.14)	\$ 0.01	\$ (0.09)
Diluted earnings (loss) per common share	\$ 0.18	\$ (0.14)	\$ 0.01	\$ (0.09)

See notes to unaudited condensed consolidated financial statements.

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

	SEPTEMBER 30, 2002
Class A & B Common 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 income	92
Ending balance	37,496
Accumulated Other Comprehensive (Loss) Income	
Beginning of year	(389)
Other comprehensive income	389
Ending balance	-
TOTAL STOCKHOLDERS' EQUITY	\$ 132,934
Comprehensive Income	
Net income	\$ 92
Unrealized interest rate swap income net of tax expense of \$153	389
Total comprehensive income	\$ 481

See notes to unaudited condensed consolidated financial statements.

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

	NINE MONTHS ENDED SEPTEMBER 30,	
	2002	2001
		(NOT REVIEWED)
Cash flows from operating activities:		
Net income (loss)	\$ 92	\$ (723)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Depreciation and amortization of property and equipment	7,952	8,612
Amortization of goodwill	-	4,305
Impairment of property and equipment	-	3,401
Deferred taxes	409	(502)
Minority interest	(524)	680
(Gain) loss on sale of assets	(39)	410
Other assets	59	440
Changes in working capital:		
Accounts receivable, net	(3,305)	450
Prepaid expenses and other current assets	(789)	(942)
Accounts payable	3,541	(11,762)
Accrued expenses	(3,716)	2,397
Net cash provided by operating activities	3,680	6,766
Cash flows from investing activities:		
Purchase of minority interest	(4,000)	-
Purchases of property and equipment, net	(4,640)	(8,469)
Net cash used in investing activities	(8,640)	(8,469)
Cash flows from financing activity:		
Net borrowings on long-term debt	4,960	1,703
Net cash provided by financing activity	4,960	1,703
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	\$ 6,333	\$ 7,488
Income taxes	-	60
Non-cash activity:		
Unrealized income (loss) on derivative instrument	\$ 389	\$ (440)

See notes to unaudited 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 nine months ended September 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 three and nine months ended September 30, 2002 are not comparable to the results for the three months and nine months ended September 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 the 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. PURCHASE OF MINORITY INTEREST

HGDS was a 65% owned partnership until August of 2002 when Hub purchased the minority partners' interest in HGDS. Pursuant to the HGDS Partnership Agreement, each of the partners had a legal obligation to the partnership for any deficit balance in their respective capital accounts. Accordingly, there was 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 \$2.5 million at December 31, 2001. Management believed that the balance in the minority account was collectable at December 31, 2001. Hub had a legal right to pursue the minority partner for the 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. The acquisition resulted in goodwill of approximately \$7.0 million which was recorded in the three months ended September 30, 2002.

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 SEPTEMBER 30, 2002			THREE MONTHS ENDED SEPTEMBER 30, 2001		
	INCOME	SHARES	Per-Share AMOUNT	LOSS	SHARES	Per-Share AMOUNT
BASIC EARNINGS (LOSS) PER SHARE						
Income (loss) available to common stockholders	\$1,379	7,709	\$0.18	\$(1,112)	7,709	\$(0.14)
EFFECT OF DILUTIVE SECURITIES						
Stock options	-	-	-	-	-	-
DILUTED EARNINGS (LOSS) PER SHARE						
Income (loss) available to common stockholders plus assumed exercises	\$1,379	7,709	\$0.18	\$(1,112)	7,709	\$(0.14)

	NINE MONTHS ENDED SEPTEMBER 30, 2002			NINE MONTHS ENDED SEPTEMBER 30, 2001		
	INCOME	SHARES	Per-Share AMOUNT	LOSS	SHARES	Per-Share AMOUNT
BASIC EARNINGS (LOSS) PER SHARE						
Income (loss) available to common stockholders	\$ 92	7,709	\$0.01	\$ (723)	7,709	\$(0.09)
EFFECT OF DILUTIVE SECURITIES						
Stock options	-	5	-	-	-	-
DILUTED EARNINGS (LOSS) PER SHARE						
Income (loss) available to common stockholders plus assumed exercises	\$ 92	7,714	\$0.01	\$ (723)	7,709	\$(0.09)

NOTE 5. PROPERTY AND EQUIPMENT

Property and equipment consist of the following (in thousands):

	SEPTEMBER 30, 2002	DECEMBER 31, 2001
Building and improvements	\$ 57	\$ 57
Leasehold improvements	1,306	2,126
Computer equipment and software	53,234	49,373
Furniture and equipment	7,692	7,542
Transportation equipment and automobiles	2,135	3,690
	64,424	62,788
Less: Accumulated depreciation and amortization	(28,598)	(23,690)
PROPERTY AND EQUIPMENT, net	\$ 35,826	\$ 39,098

NOTE 6. DEBT

The Company's outstanding debt is as follows (in thousands):

	SEPTEMBER 30, ----- 2002 -----	DECEMBER 31, ----- 2001 -----
Bank line of credit	\$ 30,000	\$ 19,000
Term notes, with quarterly payments of \$2,000,000 with a balloon payment 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 September 30, 2002 and December 31, 2001, the weighted average interest rate was 4.80% and 4.66%, respectively	29,000	35,000
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	73	113
	-----	-----
Total long-term debt	109,073	104,113
Less current portion	(8,046)	(8,054)
	-----	-----
	\$ 101,027	\$ 96,059
	-----	-----

Fair value approximates book value at the balance sheet dates.

On October 15, 2002, amendments to the Company's credit and note agreements were executed to modify the fixed charge coverage ratio, minimum earnings before interest, taxes, depreciation, amortization and minority interest and the cash flow leverage ratio for all periods subsequent to December 31, 2002. In addition, the capital expenditure limitation was reduced from \$15.0 million to \$9.0 million for the year ended December 31, 2003. Further, effective October 15, 2002, the loans are secured by substantially all assets of the Company. The Company was in compliance with its debt covenants, as amended, as of September 30, 2002.

NOTE 7. RENT EXPENSE AND USER CHARGES

Rent expense included in selling, general and administrative expense is \$3.8, \$3.8, \$11.4 and \$11.2 million for the three months ended September 30, 2002 and 2001 and the nine months ended September 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 \$6.9, \$7.3, \$20.8 and \$23.1 million for the three months ended September 30, 2002 and 2001 and the nine months ended September 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 information:

	THREE MONTHS ENDED SEPTEMBER 30,	
	2002	2001
Net income (loss) as reported	\$ 1,379	\$ (1,112)
Add back amortization of goodwill, net of tax	-	846
Adjusted net income (loss)	1,379	(266)
Basic and diluted earnings (loss) per share, as reported	0.18	(0.14)
Add back amortization of goodwill, net of tax	-	0.10
Adjusted basic and diluted earnings (loss) per share	\$ 0.18	\$ (0.04)

	NINE MONTHS ENDED SEPTEMBER 30,	
	2002	2001
Net income (loss) as reported	\$ 92	\$ (723)
Add back amortization of goodwill, net of tax	-	2,540
Adjusted net income	92	1,817
Basic and diluted earnings (loss) per share, as reported	0.01	(0.09)
Add back amortization of goodwill, net of tax	-	0.33
Adjusted basic and diluted earnings per share	\$ 0.01	\$ 0.24

#### 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 its 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 October 23, 2002, the federal district court granted the Company's motion to dismiss the complaint in its entirety for failing to allege facts sufficient to state a claim. The court also granted the motion of the Company's former auditors. The Court's order requires plaintiffs to file any amended complaint by November 22, 2002. If no further claims are filed, the lawsuit will terminate. If any further claims are filed, the Company will continue to vigorously defend itself and its officers. An adverse judgment based on comparable claims, if filed, could have a material adverse effect on the Company's financial position and results of operations.

HUB GROUP, INC.

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 ("Hub Distribution"). 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 three months ended and nine months ended September 30, 2002 are not comparable to the results for the three months and nine months ended September 30, 2001.

RESULTS OF OPERATIONS

THREE MONTHS ENDED SEPTEMBER 30, 2002 COMPARED TO THE THREE MONTHS ENDED  
SEPTEMBER 30, 2001

REVENUE

Revenue for Hub Group, Inc. increased 10.4% to \$356.7 million in 2002 from \$323.0 million in 2001. Intermodal revenue increased 13.3% and truckload brokerage revenue increased 6.3% over 2001 due primarily to increased volume. Supply chain solutions logistics services revenue increased 22.7% to \$27.4 million in 2002 from \$22.3 million in 2001 as a result of adding new customers and increased business from existing customers. HGDS's revenue decreased 17.0% to \$20.7 million in 2002 from \$25.0 million in 2001. HGDS experienced a significant revenue decline primarily due to the loss of a large logistics customer.

GROSS MARGIN

Gross margin decreased to \$42.3 million in 2002 from \$44.6 million in 2001. As a percent of revenue, gross margin decreased to 11.9% from 13.8% in 2001. The decrease in gross margin as a percent of revenue is due primarily to lower intermodal margins due to customer mix, price competition and higher transportation costs than in 2001.

SALARIES AND BENEFITS

Salaries and benefits decreased 0.7% to \$23.3 million in 2002 from \$23.5 million in 2001. As a percentage of revenue, salaries and benefits decreased to 6.5% from 7.3% 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 30.4% to \$11.8 million in 2002 from \$17.0 million in 2001. As a percentage of revenue, these expenses decreased to 3.3% in 2002 from 5.3% in 2001. This decrease is primarily attributed to a \$4.7 million write-off of a receivable from a Korean steamship line customer in 2001.

DEPRECIATION AND AMORTIZATION OF PROPERTY AND EQUIPMENT

Depreciation and amortization of property and equipment increased 23.5% to \$2.7 million in 2002 from \$2.1 million in 2001. This expense as a percentage of revenue remained constant at 0.7%. The increase in depreciation and amortization is due to the software applications placed into service throughout 2001.

#### AMORTIZATION OF GOODWILL

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. Accordingly, amortization of goodwill decreased to \$0.0 million in 2002 from \$1.4 million in 2001.

#### OTHER INCOME (EXPENSE)

Interest expense increased 4.7% to \$2.5 million in 2002 from \$2.4 million in 2001. The increase in interest expense is due primarily to increased interest relating to the deferred compensation plan.

Interest income decreased 76.2% to \$45,000 in 2002 from \$189,000 in 2001 primarily as a result of lower customer finance charges.

#### MINORITY INTEREST

As a result of the Company purchasing the minority partner's interest in August of 2002, the minority interest decreased to \$0.0 million in 2002 from \$0.3 million in 2001. Pursuant to the HGDS Partnership Agreement, each of the partners had a legal obligation to the partnership for any deficit balance in their respective capital accounts. Accordingly, there was 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 \$2.5 million at December 31, 2001. Management believed that the balance in the minority account was collectable at December 31, 2001. Hub had a legal right to pursue the minority partner for the 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. The acquisition resulted in goodwill of approximately \$7 million.

#### INCOME TAX PROVISION

The income tax provision increased to \$0.8 million in 2002 compared to a benefit of \$0.8 million in 2001. The Company recorded income taxes using an effective rate of 41.0% in 2001 and 36.5% 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 income increased to \$1.4 million in 2002 from a net loss of \$1.1 million in 2001.

#### EARNINGS (LOSS) PER SHARE

Basic and diluted earnings (loss) per common share increased to \$0.18 in 2002 from a loss of \$0.14 in 2001.

#### NINE MONTHS ENDED SEPTEMBER 30, 2002 COMPARED TO THE NINE MONTHS ENDED SEPTEMBER 30, 2001

#### REVENUE

Revenue for Hub Group, Inc. increased 0.3% to \$989.6 million in 2002 from \$987.0 million in 2001. Intermodal revenue decreased 0.3% from 2001. The decline is primarily attributed to a \$32.8 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 increased 4.6%. Truckload brokerage revenue increased 9.9% from 2001 primarily due to increased volume. Revenue from supply chain solutions logistics services increased 24.2% to \$79.9 million in 2002 from \$64.4 million in 2001 as a result of adding new customers and increased business from existing customers. Hub Group Distribution Services' revenue decreased 31.2% to \$59.0 million in 2002 from \$85.7 million in 2001 primarily as a result of lower demand in the installation business during the first part of the year and the loss of a large logistics customer.

#### GROSS MARGIN

Gross margin decreased to \$119.9 million in 2002 from \$135.9 million in 2001. As a percent of revenue, gross margin decreased to 12.1% from 13.8% in 2001. The decrease in gross margin as a percent of revenue is primarily attributed to Hub Distribution experiencing lower volumes and lower margins in the installation business. Intermodal gross margin as a percentage of revenue decreased 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 2.0% to \$70.2 million in 2002 from \$71.7 million in 2001. As a percentage of revenue, salaries and benefits decreased to 7.1% from 7.3% 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 15.9% to \$34.9 million in 2002 from \$41.5 million in 2001. As a percentage of revenue, these expenses decreased to 3.5% in 2002 from 4.2% in 2001. This decrease is primarily attributed to a \$4.7 million write-off of a receivable from a Korean steamship line customer in 2001. In the first nine months of 2002, the Company incurred a \$1.4 million expense for professional fees related to the investigation and restatement at HGDS.

#### DEPRECIATION AND AMORTIZATION OF PROPERTY AND EQUIPMENT

Depreciation and amortization decreased 3.2% to \$7.9 million in 2002 from \$8.1 million in 2001. This expense as a percentage of revenue remained constant at 0.8%. Depreciation expense in the prior year included \$1.5 million of higher depreciation expense due primarily to a reduction in estimated useful lives of various assets. This expense as a percentage of revenue increased to 0.8% in 2002 from 0.7% in 2001. The expense increased as a result of new software applications placed in service throughout 2001.

#### AMORTIZATION OF GOODWILL

Amortization of goodwill decreased to \$0.0 million in 2002 from \$4.3 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 Hub Distribution's exit from its initiative surrounding the home delivery of large box items purchased over the internet.

#### OTHER INCOME (EXPENSE)

Interest expense decreased 6.2% to \$7.3 million in 2002 from \$7.8 million in 2001. The decrease in interest expense is due primarily to carrying a lower average debt balance and lower interest rates this year as compared to the prior year.

Interest income decreased 68.2% to \$166,000 in 2002 from \$522,000 in 2001 primarily as result of lower finance charges.

#### MINORITY INTEREST

The minority interest was a \$0.5 benefit in 2002 compared with a \$0.7 million charge in 2001.

#### INCOME TAX PROVISION

The income tax provision increased to \$0.4 million in 2002 compared to a benefit of \$0.5 million in 2001. The Company recorded income taxes using an effective rate of 41.0% in 2001 and 39.9% in 2002. The rate changed because of changes in permanent differences between book and taxable income (loss), the impact of state net operating losses and as a result of the Company recording the minority partner's portion of the loss for HGDS during the quarter ended June 30, 2002.

#### NET INCOME (LOSS)

Net income increased to \$0.1 million in 2002 from a net loss of \$0.7 million in 2001.

#### EARNINGS (LOSS) PER SHARE

Basic and diluted earnings (loss) per common share increased to \$0.01 in 2002 from a loss of \$0.09 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 provided by operations for the nine months ended September 30, 2002 was approximately \$3.7 million which resulted primarily from net income from operations before non-cash charges of \$7.9 million and a net decrease in working capital \$4.3 million.

Net cash used in investing activities for the nine months ended September 30, 2002 was \$8.6 million and relates to \$4.6 million of capital expenditures as well as the \$4.0 million purchase of the minority interest in HGDS. The capital expenditures were primarily related to enhancing the Company's operating system and various software applications.

The net cash provided by financing activity for the nine months ended September 30, 2002 was \$5.0 million. This is comprised of \$11.0 million of borrowings on the Company's line of credit and \$6.0 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. As of September 30, 2002, there was \$29.0 million of outstanding term debt and \$30.0 million outstanding and \$19.0 million unused and available under the line of credit. Borrowings under the revolving line of credit 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 of \$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 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 June 25, 2005.

On October 15, 2002, amendments to the Company's credit and note agreements were executed to modify the fixed charge coverage ratio, minimum earnings before interest, taxes, depreciation, amortization and minority interest and the cash flow leverage ratio for all periods subsequent to December 31, 2002. In addition, the capital expenditure limitation was reduced from \$15.0 million to \$9.0 million for the year ended December 31, 2003. Further, effective October 15, 2002, the loans are secured by substantially all assets of the Company. The Company was in compliance with its debt covenants, as amended, as of September 30, 2002.

#### OUTLOOK, RISKS AND UNCERTAINTIES

In October 2002, the Company announced an expense reduction program, which includes a reduction in force. The costs associated with this program will be recorded during the three month period ending December 31, 2002 when the program is implemented.

Due to the lockout of West Coast dock workers during the first part of October, a shortened time frame for moving imported merchandise into place will occur during the fourth quarter 2002. The Company believes that any diversion from land based intermodal transportation or future labor disputes or residual impact from the lockout could have a negative impact on volume and could have a material adverse affect on the Company's results of operations.

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 majority of the Company's debt is at a fixed interest rate.

The Company had an interest rate swap agreement designated as a hedge on a portion of the Company's variable rate debt that expired on September 30, 2002.

#### CONTROLS AND PROCEDURES

Within the 90-day period prior to the filing of this report, an evaluation was carried out under the supervision and with the participation of the Company's management, including our Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures. Based upon this evaluation, the Chief Executive Officer and Chief Financial Officer concluded that the design and operation of these disclosure controls and procedures were effective. No significant changes were made in our internal controls or in other factors that could significantly affect these controls subsequent to the date of this evaluation.

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 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 its 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 October 23, 2002, the federal district court granted the Company's motion to dismiss the complaint in its entirety for failing to allege facts sufficient to state a claim. The court also granted the motion of the Company's former auditors. The Court's order requires plaintiffs to file any amended complaint by November 22, 2002. If no further claims are filed, the law suit will terminate. If any further claims are filed, the Company will continue to vigorously defend itself and its officers. An adverse judgment based on comparable claims, if filed, could have a material adverse effect on the Company's financial position and results of operations.

Item 6. Exhibits.

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

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: November 5, 2002

/S/ THOMAS M. WHITE

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

CERTIFICATE

I, David P. Yeager, certify that:

- 1) I have reviewed this quarterly report on Form 10-Q of Hub Group, Inc.;
- 2) Based on my knowledge, this quarterly report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this quarterly report;
- 3) Based on my knowledge, the financial statements, and other financial information included in this quarterly report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this quarterly report;
- 4) The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-14 and 15d-14) for the registrant and we have:
  - a) designed such disclosure controls and procedures to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this quarterly report is being prepared;
  - b) evaluated the effectiveness of the registrant's disclosure controls and procedures as of a date within 90 days prior to the filing date of this quarterly report (the "Evaluation Date"); and
  - c) presented in this quarterly report our conclusions about the effectiveness of the disclosure controls and procedures based on our evaluation as of the Evaluation Date;
- 5) The registrant's other certifying officers and I have disclosed, based on our most recent evaluation, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent function):
  - a) all significant deficiencies in the design or operation of internal controls which could adversely affect the registrant's ability to record, process, summarize and report financial data and have identified for the registrant's auditors any material weaknesses in internal controls; and
  - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls; and

6. The registrant's other certifying officers and I have indicated in this quarterly report whether or not there were significant changes in internal controls or in other factors that could significantly affect internal controls subsequent to the date of our most recent evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

Date: November 5, 2002

/S/ DAVID P. YEAGER

-----  
Name: David P. Yeager  
Title: Chief Executive Officer

CERTIFICATE

I, Thomas M. White, certify that:

- 1) I have reviewed this quarterly report on Form 10-Q of Hub Group, Inc.;
- 2) Based on my knowledge, this quarterly report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this quarterly report;
- 3) Based on my knowledge, the financial statements, and other financial information included in this quarterly report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this quarterly report;
- 4) The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-14 and 15d-14) for the registrant and we have:
  - a) designed such disclosure controls and procedures to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this quarterly report is being prepared;
  - b) evaluated the effectiveness of the registrant's disclosure controls and procedures as of a date within 90 days prior to the filing date of this quarterly report (the "Evaluation Date"); and
  - c) presented in this quarterly report our conclusions about the effectiveness of the disclosure controls and procedures based on our evaluation as of the Evaluation Date;
- 5) The registrant's other certifying officers and I have disclosed, based on our most recent evaluation, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent function):
  - a) all significant deficiencies in the design or operation of internal controls which could adversely affect the registrant's ability to record, process, summarize and report financial data and have identified for the registrant's auditors any material weaknesses in internal controls; and
  - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls; and

6. The registrant's other certifying officers and I have indicated in this quarterly report whether or not there were significant changes in internal controls or in other factors that could significantly affect internal controls subsequent to the date of our most recent evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

Date: November 5, 2002

/S/ THOMAS M. WHITE

-----  
Name: Thomas M. White  
Title: Chief Financial Officer

EXHIBIT INDEX

Exhibit No.

- 10.24 Amendment to \$100 million Credit Agreement among the Registrant, Hub City Terminals, Inc. and Harris Trust and Savings Bank dated October 15, 2002.
- 10.25 Amendment to \$50 million Note Purchase Agreement among the Registrant, Hub City Terminals, Inc. and various purchasers dated October 15, 2002.
- 10.26 Security Agreement among the Registrant, Hub City Terminals, Inc., Harris Trust and Savings Bank and various Note Holders dated October 15, 2002.
- 99.2 Section 906 Certification.

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

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 modify certain financial covenants and make certain other amendments to the Credit Agreement and the Lenders are willing to do so under the terms and conditions set forth in this amendment (herein, the "AMENDMENT").

1. AMENDMENTS.

Subject to the satisfaction of the conditions precedent set forth in Section 2 below, the Credit Agreement shall be and hereby is amended as follows:

1.01. The definition of "EDITDAM" appearing in Section 4.1 of the Credit Agreement shall be amended and as so amended shall be restated in its entirety to read as follows:

"EDITDAM" means, with reference to any period, Net Income for such period plus all amounts deducted in arriving at such Net Income amount in respect of (i) Interest Expense for such period, PLUS (ii) taxes (including federal, state and local income taxes) for such period, PLUS (iii) all amounts properly charged for depreciation and amortization during such period on the books of the Hub Group, PLUS (iv) any deduction for Minority Interest during such period, PLUS (v) if such period includes the fiscal quarters of the Public Hub Company ending on December 31, 2000 or March 31, 2001, non-cash charges during such quarters on the books of the Hub Group in

accordance with GAAP aggregating up to \$5,100,000 (for both such quarters taken together), plus (vi) all other non-cash charges during such period on the books of the Hub Group in accordance with GAAP to the extent the aggregate amount of such other non-cash charges do not exceed \$2,500,000 during any period of four consecutive fiscal quarters of the Public Hub Company (prorated appropriately downward (or upward) for any shorter (or longer) period); PLUS (vii) if such period includes the fiscal quarters of the Public Hub Company ending on December 31, 2000, March 31, 2001 or June 30, 2001, severance payments made during such quarters aggregating up to \$1,200,000 (for all such quarters taken together); PLUS (viii) if such period includes the fiscal quarters of the Public Hub Company ending on March 31, 2001, June 30, 2001, September 30, 2001 or December 31, 2001, severance payments (in addition to those accounted for in clause (vii) above) made during such quarters aggregating up to \$600,000 (for all four such quarters taken together), PLUS (ix) if such period includes the fiscal quarter of the Public Hub Company ending on September 30, 2001, the write-off of the receivable due from Cho Yang Shipping Co., Ltd. during such quarter on the books of the Hub Group in an amount not in excess of \$4,740,000, PLUS (x) if such period includes the fiscal quarter of the Public Hub Company ending on December 31, 2002 or March 31, 2003, restructuring charges during such quarters on the books of the Hub Group in accordance with GAAP (including cash severance payments) in an aggregate amount not in excess of \$1,000,000."

1.02. 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	0.80 to 1

6/30/03  
9/30/03  
12/31/03 and at all times  
thereafter

0.95 to 1  
1.00 to 1  
1.05 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	\$20,000,000
6/30/03	\$24,000,000
9/30/03	\$25,000,000
12/31/03 and at all times thereafter	\$26,000,000

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 THAN:
9/30/02	4.75 to 1
12/31/02	5.25 to 1
3/31/03	5.50 to 1
6/30/03	4.50 to 1
9/30/03	4.25 to 1
12/31/03 and at all times thereafter	4.00 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)."

1.03. Section 7.13(m) of the Credit Agreement shall be amended and as so amended shall be restated in its entirety to read as follows:

"(m) intentionally omitted;"

1.04. Section 7.26 of the Credit Agreement shall be amended and as so amended shall be restated in its entirety to read as follows:

"7.26. CAPITAL EXPENDITURES. The Hub Group shall not expend or become obligated for Capital Expenditures during the fiscal year ending December 31, 2002 in an aggregate amount in excess of \$15,000,000 and shall not expend or become obligated for Capital Expenditures during the fiscal year ending December 31, 2003 in an aggregate amount in excess of \$9,000,000."

## 2. CONDITIONS PRECEDENT.

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

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

2.02. 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 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.

2.03. 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 October 15, 2002, an amendment fee in an amount equal to 0.15% 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.

2.04. The Borrowers and the Guarantors shall have executed and delivered the Collateral Documents.

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

### 3. 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 has occurred and is continuing under the Credit Agreement or shall result after giving effect to this Amendment.

### 4. MISCELLANEOUS.

4.01. 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.

4.02. 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.

4.03. 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.

4.04. 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.

Dated as of October 15, 2002.

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

By  
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  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

U.S. BANK NATIONAL ASSOCIATION

By  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LASALLE BANK NATIONAL ASSOCIATION

By  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

NATIONAL CITY BANK

By  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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  
David P. Yeager  
Chief Executive Officer

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

By  
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  
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.  
HUB HIGHWAY SERVICES  
HUB GROUP DISTRIBUTION SERVICES, LLC

By

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



HUB GROUP, INC.

and

HUB CITY TERMINALS, INC.

-----  
SIXTH AMENDMENT  
Dated as of October 15, 2002

to

NOTE PURCHASE AGREEMENTS  
Dated as of June 15, 1999  
-----

Re: \$50,000,000 9.14% Senior Notes  
Due June 25, 2009

=====

SIXTH AMENDMENT TO NOTE PURCHASE AGREEMENTS

THIS SIXTH AMENDMENT dated as of October 15, 2002 (the or this "SIXTH 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, the Fourth Amendment to Note Purchase Agreements dated as of March 27, 2002 and the Fifth Amendment to Note Purchase Agreements dated as of August 14, 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 Sixth 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, the Fourth Amendment to Note Purchase Agreements dated as of March 27, 2002 and the Fifth Amendment to Note Purchase Agreements dated as of August 14, 2002, collectively, the "NOTE PURCHASE AGREEMENTS"). The Obligors have heretofore issued the \$50,000,000 9.14% 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 Sixth 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 Sixth Amendment set forth in SECTION 3.1 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. The definition of "CONSOLIDATED EBITDA" appearing in Schedule B to the Note Purchase Agreements shall be amended and restated in its entirety to read as follows:

"CONSOLIDATED EBITDA" for any period means the sum of (a) Consolidated Net Income during such period PLUS (to the extent deducted in determining Consolidated Net Income), (b) all provisions for any Federal, state or local income taxes made by the Public Hub Company and the Restricted Subsidiaries during such period, (c) all provisions for depreciation and amortization (other than amortization of debt discount) made by the Public Hub Company and the Restricted Subsidiaries during such period, (d) Consolidated Interest Expense during such period, (e) Minority Interest Expense, (f) if such period includes the fiscal quarters of the Public Hub Company ending on December 31, 2000 or March 31, 2001, non-cash charges during such quarters on the books of the Public Hub Company and its Restricted Subsidiaries in accordance with GAAP aggregating up to \$5,100,000 (for both such quarters taken together), (g) all other non-cash charges during such period on the books of the Public Hub Company and its Restricted Subsidiaries in accordance with GAAP to the extent the aggregate amount of such other non-cash charges do not exceed \$2,500,000 during any period of four consecutive fiscal quarters of the Public Hub Company (prorated appropriately downward (or upward) for any shorter (or longer) period), (h) if such period includes the fiscal quarters of the Public Hub Company ending on December 31, 2000 March 31, 2001 or June 30, 2001, severance payments made during such quarters aggregating up to \$1,200,000 (for all such quarters taken together), (i) if such period includes the fiscal quarters of the Public Hub Company ending on March 31, 2001, June 30, 2001, September 30, 2001 or December 31, 2001, severance payments (in addition to those accounted for in clause (h) above) made during such quarters aggregating up to \$600,000 (for all four such quarters taken together), (j) if such period includes the fiscal quarter of the Public Hub Company ending on September 30, 2001, the write-off of the receivable due from Cho Yang Shipping Co., Ltd. during such quarter on the books of the Public Hub Company and its Restricted Subsidiaries in an amount not in excess of \$4,740,000 and (k) if such period includes the fiscal quarter of the Public Hub Company ending on December 31, 2002 or March 31, 2003, restructuring charges during such quarter on the books of the Public Hub Company and its Restricted Subsidiaries in accordance with GAAP (including cash severance payments) in an aggregate amount not in excess of \$1,000,000. For purposes of calculations under SECTION 10.3, Consolidated EBITDA shall be adjusted for the period in respect of which any such calculation is being made to give effect to (i) the audited "EBITDA" (determined in a manner consistent with the definition of "Consolidated EBITDA" contained in this Agreement) of any business entity acquired by the Public Hub Company or any Restricted Subsidiary (the "ACQUIRED Business") and (ii) all Debt incurred by the Public Hub Company or any Restricted Subsidiary in connection with such acquisition, and shall be computed as if the Acquired Business had been a Restricted Subsidiary throughout the period and all Debt incurred in connection with such acquisition had been incurred at the beginning of such period in respect of which such calculation is being made. Without

limiting the foregoing, Consolidated EBITDA shall also be adjusted for the period in respect of which any such calculation is being made to eliminate (1) the audited "EBITDA" of any Subsidiary or other property or assets disposed of by the Public Hub Company or any Restricted Subsidiary (the "TRANSFERRED BUSINESS") and (2) Debt relating to such Subsidiary, property or assets, as the case may be, and shall be computed as if the Transferred Business had been transferred at the beginning of such period in respect of which such calculation is being made. In the case of any business entity acquired during the twelve calendar month period immediately preceding the date of any determination hereunder whose financial records are not, and are not required to be in accordance with applicable laws, rules and regulations, audited by the Public Hub Company's independent public accountants at the time of the acquisition thereof, the Public Hub Company shall base such determination upon the Public Hub Company's internally audited net earnings of such business entity for the immediately preceding fiscal year or the net earnings of such business entity as audited by such business entity's independent auditors for the immediately preceding fiscal year.

SECTION 1.2. The definition of "CONSOLIDATED EBITDAR" appearing in Schedule B to the Note Purchase Agreements shall be amended and restated in its entirety to read as follows:

"CONSOLIDATED EBITDAR" for any period means the sum of (a) Consolidated Net Income during such period, PLUS (to the extent deducted in determining Consolidated Net Income) (b) all provisions for any Federal, state or local income taxes made by the Public Hub Company and the Restricted Subsidiaries during such period, (c) all provisions for depreciation and amortization (other than amortization of debt discount) made by the Public Hub Company and the Restricted Subsidiaries during such period, (d) Consolidated Interest Expense during such period, (e) all Rentals (other than Rentals on Capital Leases) payable during such period by the Public Hub Company and the Restricted Subsidiaries, (f) Minority Interest Expense, (g) if such period includes the fiscal quarters of the Public Hub Company ending on December 31, 2000 or March 31, 2001, non-cash charges during such quarters on the books of the Public Hub Company and its Restricted Subsidiaries in accordance with GAAP aggregating up to \$5,100,000 (for both such quarters taken together), (h) all other non-cash charges during such period on the books of the Public Hub Company and its Restricted Subsidiaries in accordance with GAAP to the extent the aggregate amount of such other non-cash charges do not exceed \$2,500,000 during any period of four consecutive fiscal quarters of the Public Hub Company (prorated appropriately downward (or upward) for any shorter (or longer) period), (i) if such period includes the fiscal quarters of the Public Hub Company ending on December 31, 2000 or March 31, 2001 or June 30, 2001, severance payments made during such quarters aggregating up to \$1,200,000 (for all such quarters taken together), (j) if such period includes the fiscal quarters of the Public Hub Company ending on March 31, 2001, June 30, 2001, September 30, 2001 or December 31, 2001, severance payments (in addition to those accounted for in clause (i) above) made during such quarters aggregating up to

\$600,000 (for all four such quarters taken together), (k) if such period includes the fiscal quarter of the Public Hub Company ending on September 30, 2001, the write-off of the receivable due from Cho Yang Shipping Co., Ltd. during such quarter on the books of the Public Hub Company and its Restricted Subsidiaries in an amount not in excess of \$4,740,000 and (l) if such period includes the fiscal quarter of the Public Hub Company ending on December 31, 2002 or March 31, 2003, restructuring charges during such quarter on the books of the Public Hub Company and its Restricted Subsidiaries in accordance with GAAP (including cash severance payments) in an aggregate amount not in excess of \$1,000,000. Consolidated EBITDAR shall not be adjusted to take into account earnings or interest of an Acquired Business that were earned or accrued prior to its becoming an Acquired Business.

SECTION 1.3. The definition of the term "Reinvestment Yield" in Section 8.7 of the Note Purchase Agreements shall be amended and restated in its entirety to read as follows:

"REINVESTMENT YIELD" means, with respect to the Called Principal of any Note, (x) 3.93% for the period from October 15, 2002 through and including May 31, 2003, and 1.00% at all other times, in either case of any prepayment of the Notes pursuant to SECTION 8.2, (y) 3.93% in the case of any prepayment created by the application of SECTION 10.12 and (z) .50% in any other case, over in each such case the yield to maturity implied by (a) the yields reported, as of 10:00 A.M. (New York City time) on the second Business Day preceding the Settlement Date with respect to such Called Principal, on the display designated as "Page PX7" of the Bloomberg Financial Markets Services Screen (or, if not available, any other national recognized trading screen reporting on-line intraday trading in the U.S. Treasury securities) for actively traded on-the-run U.S. Treasury securities having a maturity equal to the Remaining Average Life of such Called Principal as of such Settlement Date, or (b) if such yields are not reported as of such time or the yields reported as of such time are not ascertainable, the Treasury Constant Maturity Series Yields reported, for the latest day for which such yields have been so reported as of the second Business Day preceding the Settlement Date with respect to such Called Principal, in Federal Reserve Statistical Release H.15 (519) (or any comparable successor publication) for actively traded U.S. Treasury securities having a constant maturity equal to the Remaining Average Life of such Called Principal as of such Settlement Date. Such implied yield will be determined, if necessary, by (i) converting U.S. Treasury bill quotations to bond-equivalent yields in accordance with accepted financial practice and (ii) interpolating linearly between (1) the actively traded on-the-run U.S. Treasury security with the maturity closest to and greater than the Remaining Average Life and (2) the actively traded on-the-run U.S. Treasury security with the maturity closest to and less than the Remaining Average Life.

SECTION 1.4. 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, (ii) 1.15 to 1.00 as of the end of the fiscal quarter ending March 31, 2003, (iii) 1.25 to 1.00 as of the end of the fiscal quarters ending June 30, 2003 and September 30, 2003 and (iv) 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 1.5. 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	5.50 to 1.00
June 30, 2003	4.50 to 1.00
September 30, 2003	4.25 to 1.00
December 31, 2003	4.00 to 1.00
March 31, 2004	4.00 to 1.00
June 30, 2004	3.75 to 1.00
September 30, 2004	3.75 to 1.00
December 31, 2004	3.50 to 1.00
March 31, 2005	3.50 to 1.00
June 30, 2005	3.25 to 1.00
September 30, 2005	3.25 to 1.00
December 31, 2005	3.00 to 1.00
March 31, 2006	3.00 to 1.00
June 30, 2006	2.75 to 1.00
September 30, 2006	2.75 to 1.00
December 31, 2006, 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 1.6. Section 10.10 of the Note Purchase Agreements shall be amended and restated in its entirety to read as follows:

"SECTION 10.10. CAPITAL EXPENDITURES. The Public Hub Company and its Restricted Subsidiaries shall not expend or become obligated for Capital Expenditures during the fiscal year ending December 31, 2002 in an aggregate amount in excess of \$15,000,000 and shall not expend or become obligated for Capital Expenditures during the fiscal year ending December 31, 2003 in an aggregate amount in excess of \$9,000,000."

SECTION 1.7. The following shall be added as a new Section 10.11 to the Note Purchase Agreements:

"SECTION 10.11. COMPLIANCE CERTIFICATE. Notwithstanding anything to the contrary contained herein, including, without limitation, in SECTION 7, the Public Hub Company shall, five (5) Business Days prior to the earlier to occur of (a) April 30, 2004, and (b) the termination of the Bank Credit Agreement, deliver to each Noteholder a certificate of a Senior Financial Officer of the Public Hub Company setting forth the information (including detailed calculations) required in order to establish whether the Public Hub Company is in compliance with the requirements of SECTIONS 10.1 through and including 10.4, 10.5(H) and (I), 10.6(B) and 10.10 as of the last day of the last completed fiscal quarter for which financial statements are available (including with respect to each such Section, where applicable, the calculations of the maximum or minimum amount, ratio or percentage, as the case may be, permissible under the terms of such Sections, and the calculation of the amount, ratio or percentage then in existence)."

SECTION 1.8. The following shall be added as a new Section 10.12 to the Note Purchase Agreements:

"SECTION 10.12. REFINANCING OF BANK CREDIT AGREEMENT. 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, prior to or at maturity thereof, 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; it being understood that a refinancing for purposes of this SECTION 10.12 shall not include (a) an extension of the current Bank Credit Agreement led by the current Agent thereunder (Harris Trust and Savings Bank), or (b) a replacement of the Bank Credit Agreement led by a lender other than the current Agent thereunder and with the same or different lenders if such replacement (i) (x) is in an aggregate principal amount not in excess of 110%, and (y) is not in an aggregate principal amount less than 90%, in either case of this SECTION 10.12 (B)(I)(X) and SECTION 10.12 (B)(I)(Y), of the aggregate outstanding principal amount of, and all undrawn commitments under, the Bank Credit Agreement at such time, (ii) contains financial covenants which are no more burdensome to the Obligors than the financial covenants in the Note Purchase Agreements, (iii) is comparable to the Bank Credit Agreement and (iv) places the Obligors and the Noteholders in no worse a position."

SECTION 2. REPRESENTATIONS AND WARRANTIES OF THE OBLIGORS.

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

(a) this Sixth Amendment has been duly authorized, executed and delivered by each Obligor and this Sixth 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 Sixth 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 Sixth 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 Sixth 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, 5.3(a), 5.3(b) and 5.9) are true and correct in all material respects with the same force and effect as if made by the Obligor 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 5.3(c) and 5.3(d) of the Note Purchase Agreements to the Restricted Subsidiaries listed on Schedule 5.3 to the Note Purchase Agreements, the representations and warranties hereby made by the Obligor with reference to Sections 5.3(c) and 5.3(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 Obligor and the Constituent Company Guarantors only represent that the same were prepared on the basis of information and estimates the Obligor 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 Obligor and the Restricted Subsidiaries in any jurisdiction have, in fact, been filed, and all taxes, assessments, fees and other governmental charges upon the Obligor 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 Obligor do not know of any proposed additional tax assessment against the Obligor 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 Obligor and each Restricted Subsidiary have been made for all open years, and for its current fiscal period.

SECTION 3. CONDITIONS TO EFFECTIVENESS OF THIS SIXTH AMENDMENT.

SECTION 3.1. This Sixth 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 Sixth Amendment, duly executed by the Obligor and the holders of at least 51% of the outstanding principal amount of the Notes, shall have been delivered to the Noteholders;

(b) the Obligors and the Constituent Company Guarantors shall have executed and delivered the Collateral Documents and the Amended and Restated Intercreditor Agreement shall have been executed and delivered by the parties thereto;

(c) 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 Sixth Amendment, the Collateral Documents and the Amended and Restated Intercreditor Agreement, certified by such Obligor's Secretary or an Assistant Secretary;

(d) 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;

(e) 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 October 15, 2002, an amendment fee in an amount equal to .15% 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;

(f) the Bank Credit Agreement shall have been amended in form and substance satisfactory to the Required Holders to effect a 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;

(g) 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 Sixth Amendment shall become effective as of October 15, 2002.

#### SECTION 4. PAYMENT OF NOTEHOLDERS' COUNSEL FEES AND EXPENSES.

SECTION 4.1. 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 Sixth Amendment, the Amended and Restated Intercreditor Agreement and the Collateral Documents.

#### SECTION 5. MISCELLANEOUS.

SECTION 5.1. This Sixth 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 Sixth 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 5.2. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Sixth Amendment may refer to the Note Purchase Agreements without making specific reference to this Sixth Amendment but nevertheless all such references shall include this Sixth Amendment unless the context otherwise requires.

SECTION 5.3. The descriptive headings of the various Sections or parts of this Sixth Amendment are for convenience only and shall not affect the meaning or construction of any of the provisions hereof.

SECTION 5.4. THIS SIXTH AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH ILLINOIS LAW.

SECTION 5.5. The execution hereof by you shall constitute a contract between us for the uses and purposes hereinabove set forth, and this Sixth Amendment may be executed in any number of counterparts, each executed counterpart constituting an original, but all together only one agreement.

SECTION 5.6. The Noteholders acknowledge that the obligations of the Obligors under Section 5.2 of the Fifth Amendment to Note Purchase Agreements dated as of August 14, 2002 have been satisfied by this Sixth Amendment.

[Signature Pages Begin on Next Page]

IN WITNESS WHEREOF, the Obligors and the Noteholders have caused this instrument to be executed as of October 15, 2002.

HUB GROUP, INC.  
HUB CITY TERMINALS, INC.

By \_\_\_\_\_  
David P. Yeager  
Chief Executive Officer for each of the above  
Companies

CONSTITUENT COMPANY GUARANTORS' CONSENT

The undersigned heretofore executed and delivered to the Noteholders the Constituent Company Guaranty. The undersigned hereby consent to the Sixth Amendment to the Note Purchase Agreements as set forth above and confirm that the Constituent Company Guaranty 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 Note Purchase Agreements shall not be required as a result of this consent having been obtained, except to the extent, if any, required by the Constituent Company Guaranty.

HUB CHICAGO HOLDINGS, INC., a Constituent Company  
Guarantor

By  
David P. Yeager  
Chief Executive Officer

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

By  
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  
David P. Yeager  
Chief Executive Officer for each of the above  
Constituent Company 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.  
HUB HIGHWAY SERVICES  
HUB GROUP DISTRIBUTION SERVICES, LLC

By

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

Consented, Accepted and Agreed as of October 15, 2002:

BAYSTATE HEALTH SYSTEM, INC.

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

By \_\_\_\_\_  
Name:  
Title:

Consented, Accepted and Agreed as of October 15, 2002:

C.M. LIFE INSURANCE COMPANY

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

By \_\_\_\_\_  
Name:  
Title:

Consented, Accepted and Agreed as of October 15, 2002:

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY

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

By \_\_\_\_\_  
Name:  
Title:

Consented, Accepted and Agreed as of October 15, 2002:

INVESTORS PARTNER LIFE INSURANCE COMPANY

By \_\_\_\_\_  
Name:  
Title:

Consented, Accepted and Agreed as of October 15, 2002:

JOHN HANCOCK LIFE INSURANCE COMPANY

By \_\_\_\_\_  
Name:  
Title:

Consented, Accepted and Agreed as of October 15, 2002:

JOHN HANCOCK VARIABLE LIFE INSURANCE COMPANY

By \_\_\_\_\_  
Name:  
Title:

Consented, Accepted and Agreed as of October 15, 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 \_\_\_\_\_  
Name:  
Title:

Consented, Accepted and Agreed as of October 15, 2002:

RELIASTAR LIFE INSURANCE COMPANY

By: ING INVESTMENT MANAGEMENT LLC,  
as agent

By \_\_\_\_\_

Name:  
Title:

Consented, Accepted and Agreed as of October 15, 2002:

RELIASTAR LIFE INSURANCE COMPANY OF NEW YORK

By: ING INVESTMENT MANAGEMENT LLC,  
as agent

By \_\_\_\_\_  
Name:  
Title:

Consented, Accepted and Agreed as of October 15, 2002:

UNITED OF OMAHA LIFE INSURANCE COMPANY

By \_\_\_\_\_  
Name:  
Title:

## SECURITY AGREEMENT

This Security Agreement (the "AGREEMENT") is dated as of October 15, 2002, by and among Hub Group, Inc., a Delaware corporation (the "PUBLIC HUB COMPANY"), Hub City Terminals, Inc., a Delaware corporation ("HUB CHICAGO") (the Public Hub Company and Hub Chicago being hereinafter referred to collectively as the "BORROWERS" and individually as a "BORROWER"), and the other parties executing this Agreement under the heading "DEBTORS" (the Borrowers and such other parties, along with any parties who execute and deliver to the Agent an agreement substantially in the form attached hereto as Schedule G, being hereinafter referred to collectively as the "DEBTORS" and individually as a "DEBTOR"), each with its mailing address as set forth in Section 14(b) below, and Harris Trust and Savings Bank, an Illinois banking corporation ("HTSB"), with its mailing address as set forth in Section 14(b) below, acting as collateral agent hereunder for the Secured Creditors hereinafter identified and defined (HTSB acting as such collateral agent and any successor or successors to HTSB acting in such capacity being hereinafter referred to as the "AGENT").

### PRELIMINARY STATEMENTS

A. The Borrowers and HTSB, individually and as administrative agent (HTSB acting as such administrative agent and any successor or successors to HTSB acting in such capacity being hereinafter referred to as the "ADMINISTRATIVE AGENT"), have entered into a Credit Agreement dated as of April 30, 1999 (such Credit Agreement, as heretofore amended and as the same may be further amended or modified from time to time, including amendments and restatements thereof in its entirety, being hereinafter referred to as the "CREDIT AGREEMENT"), pursuant to which HTSB and other banks and financial institutions from time to time party to the Credit Agreement (HTSB, in its individual capacity, and such other banks and financial institutions being hereinafter referred to collectively as the "LENDERS" and individually as a "LENDER" and HTSB, in its capacity as the letter of credit issuer under the Credit Agreement, being hereinafter referred to as the "L/C ISSUER") have agreed, subject to certain terms and conditions, to extend credit and make certain other financial accommodations available to the Borrowers (the Administrative Agent, the L/C Issuer, and the Lenders, together with any affiliates of the Lenders party to the Hedging Agreements referred to below, being hereinafter referred to collectively as the "BANK CREDITORS" and individually as a "BANK CREDITOR").

B. The Borrowers, 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, the "SENIOR NOTEHOLDERS") have entered into 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") pursuant to which the Borrowers have issued their 8.64% Senior Notes Due June 25, 2009, in the aggregate principal amount of \$50,000,000 (the "SENIOR NOTES") (the Agent, the Bank Creditors and the Senior Noteholders being referred to herein collectively as the "SECURED CREDITORS" and individually as a "SECURED CREDITOR").

C. The Borrowers and the other Debtors may from time to time enter into one or more agreements with respect to, among other things, interest rate, foreign currency and/or commodity exchange, swap, cap, collar, floor, forward, option or other similar agreements with one or more of the Lenders, the Senior Noteholders, or their affiliates, for the purpose of hedging or otherwise protecting against interest rate, foreign currency and/or commodity exposure (such agreements as the same may be amended or modified from time to time being hereinafter referred to as "HEDGING AGREEMENTS" and the liability of the Debtors in respect of such Hedging Agreements being hereinafter referred to as "HEDGING LIABILITY").

D. Concurrently herewith, the Bank Creditors, the Senior Noteholders and the Agent have entered into an Intercreditor and Collateral Agency Agreement (the "INTERCREDITOR AGREEMENT") pursuant to which the Bank Creditors and the Senior Noteholders have appointed the Agent as collateral agent thereunder.

E. As a condition to the continued extension of credit to the Borrowers under the Credit Agreement, and as a condition to entering into any Hedging Agreement, the Secured Creditors have required, among other things, that each Debtor grant to the Agent for the benefit of the Secured Creditors a lien on and security interest in the personal property of such Debtor described herein subject to the terms and conditions hereof.

F. The Public Hub Company owns, directly or indirectly, equity interests in each other Debtor and the Borrowers provide each of the other Debtors with financial, management, administrative, and technical support which enables such Debtors to conduct their businesses in an orderly and efficient manner in the ordinary course.

G. Each Debtor will benefit, directly or indirectly, from credit and other financial accommodations extended by the Secured Creditors to the

Borrowers.

NOW, THEREFORE, for good and valuable consideration, receipt whereof is hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. TERMS DEFINED IN CREDIT AGREEMENT. All capitalized terms used herein without definition shall have the same meanings herein as such terms have in the Credit Agreement. The term "Debtor" and "Debtors" as used herein shall mean and include the Debtors collectively and also each individually, with all grants, representations, warranties, and covenants of and by the Debtors, or any of them, herein contained to constitute joint and several grants, representations, warranties, and covenants of and by the Debtors; PROVIDED, HOWEVER, that unless the context in which the same is used shall otherwise require, any grant, representation, warranty or covenant contained herein related to the Collateral shall be made by each Debtor only with respect to the Collateral owned by it or represented by such Debtor as owned by it.

SECTION 2. GRANT OF SECURITY INTEREST IN THE COLLATERAL. As collateral security for the Secured Obligations defined below, each Debtor hereby grants to the Agent for the benefit of the Secured Creditors a lien on and security interest in, and right of set-off against, and acknowledges and agrees that the Agent has and shall continue to have for the benefit of the Secured Creditors a continuing lien on and security interest in, and right of set-off against, all right, title, and interest, whether now owned or existing or hereafter created, acquired or arising, in and to all personal property and fixtures of such Debtor, including all of the following property of such Debtor:

- (a) Accounts (including Health-Care-Insurance Receivables, if any);
- (b) Chattel Paper;
- (c) Instruments (including Promissory Notes);
- (d) Documents;
- (e) General Intangibles (including Payment Intangibles and Software, all tax refunds, and all patents, trademarks, copyrights and similar intellectual property rights, and all applications and registrations therefor, and all goodwill of the business connected with or represented thereby);
- (f) Letter-of-Credit Rights;
- (g) Supporting Obligations;
- (h) Deposit Accounts;
- (i) Investment Property (including certificated and uncertificated Securities, Securities Accounts, Security Entitlements, Commodity Accounts, and Commodity Contracts);
- (j) Inventory;
- (k) Equipment (including all software, whether or not the same constitutes embedded software, used in the operation thereof);
- (l) Fixtures;
- (m) Commercial Tort Claims (as described on Schedule F hereto or on one or more supplements to this Agreement);
- (n) All rights to merchandise and other Goods (including rights to returned or repossessed Goods and rights of stoppage in transit) which is represented by, arises from, or relates to any of the foregoing;

(o) All personal property and interests in personal property of such Debtor of any kind or description now held by any Secured Creditor or at any time hereafter transferred or delivered to, or coming into the possession, custody or control of, any Secured Creditor, or any agent or affiliate of any Secured Creditor, whether expressly as collateral security or for any other purpose (whether for safekeeping, custody, collection or otherwise), and all dividends and distributions on or other rights in connection with any such property;

(p) All supporting evidence and documents relating to any of the above-described property, including, without limitation, computer programs, disks, tapes and related electronic data processing media, and all rights of such Debtor to retrieve the same from third parties, written applications, credit information, account cards, payment records, correspondence, delivery and installation certificates, invoice copies, delivery receipts, notes and other evidences of indebtedness, insurance certificates and the like, together with all books of account, ledgers, and cabinets in which the same are reflected or maintained;

(q) All Accessions and additions to, and substitutions and replacements of, any and all of the foregoing; and

(r) All Proceeds and products of the foregoing, and all insurance of the foregoing and proceeds thereof;

all of the foregoing being herein sometimes referred to as the "COLLATERAL"; PROVIDED, HOWEVER, that except to the extent any such provision would be rendered ineffective by Section 9-406, 9-407 or 9-408 of the Uniform Commercial Code of the State of Illinois as in effect from time to time ("UCC"), in no event shall the Collateral include, and the Debtors 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 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 Debtors shall be deemed to have granted a security interest therein; PROVIDED, FURTHER, HOWEVER, that in no event will Collateral include Investment Property and General Intangibles consisting of equity securities of any issuer that is (i) a Subsidiary of any Debtor and (ii) organized under the laws of any jurisdiction other than the United States (or any state thereof) in excess of 65% of the total voting power of all equity securities of such Subsidiary. Notwithstanding anything herein to the contrary, if by no later than 5:00 p.m. on October 15, 2002, the Borrowers shall have provided to the Bank Creditors and Senior Noteholders a signed commitment of one or more lenders to provide financing in an amount sufficient to repay in full the Obligations owing to the Bank Creditors, the Senior Notes and all other indebtedness, obligations and liabilities of the Debtors to the Senior Noteholders under the Senior Note Agreements on or before October 31, 2002 and containing such other terms and

conditions as shall be reasonably acceptable to the Agent, the Required Lenders and the Required Holders (as defined in the Senior Note Agreements), then the Liens of the Collateral Documents shall not be perfected until November 1, 2002. All terms which are used in this Agreement which are defined in the UCC shall have the same meanings herein as such terms are defined in the UCC, unless this Agreement shall otherwise specifically provide. For purposes of this Agreement, the term "RECEIVABLES" means all rights to the payment of a monetary obligation, whether or not earned by performance, and whether evidenced by an Account, Chattel Paper, Instrument, General Intangible, or otherwise.

SECTION 3. SECURED OBLIGATIONS. This Agreement is made and given to secure, and shall secure, the prompt payment and performance when due of (a) any and all indebtedness, obligations, and liabilities of the Debtors, and of any of them individually, to the Secured Creditors, and to any of them individually, under or in connection with or evidenced by the Credit Agreement, any other Loan Document, the Senior Notes or the Senior Note Agreements, including, without limitation, all obligations evidenced by the Notes of the Borrowers heretofore or hereafter issued under the Credit Agreement, all obligations evidenced by the Senior Notes of the Borrowers heretofore or hereafter issued under the Senior Note Agreements, all obligations of the Borrowers to reimburse the Bank Creditors for the amount of all drawings on all Letters of Credit issued pursuant to the Credit Agreement and all other obligations of the Borrowers under all Applications for Letters of Credit, all obligations of the Debtors, and of any of them individually, with respect to any Hedging Liability, and all obligations of the Debtors, and of any of them individually, arising under any guaranty issued by it relating to the foregoing or any part thereof, in each case whether now existing or hereafter arising (and whether arising before or after the filing of a petition in bankruptcy and including all interest accrued after the petition date), due or to become due, direct or indirect, absolute or contingent, and howsoever evidenced, held or acquired and (b) any and all reasonable expenses and charges, legal or otherwise, suffered or incurred by the Secured Creditors, and any of them individually, in collecting or enforcing any of such indebtedness, obligations, and liabilities or in realizing on or protecting or preserving any security therefor, including, without limitation, the lien and security interest granted hereby (all of the indebtedness, obligations, liabilities, expenses, and charges described above being hereinafter referred to as the "SECURED OBLIGATIONS"). Notwithstanding anything in this Agreement to the contrary, the right of recovery against any Debtor under this Agreement (other than the Borrowers to which this limitation shall not apply) shall not exceed \$1.00 less than the lowest amount which would render such Debtor's obligations under this Agreement void or voidable under applicable law, including fraudulent conveyance law.

SECTION 4. COVENANTS, AGREEMENTS, REPRESENTATIONS AND WARRANTIES. Each Debtor hereby covenants and agrees with, and represents and warrants to, the Secured Creditors that:

(a) Each Debtor is a corporation, limited liability company, or partnership duly organized and validly existing in good standing under the laws of the state of its organization as set forth on Schedule A. Each Debtor is the sole and lawful owner of its Collateral, and has full right, power, and authority to enter into this Agreement and to perform each and all of the matters and things herein provided for. The execution and delivery of this Agreement, and the observance and performance of each of the matters and things herein set forth, will not (i) contravene or constitute a default under any material provision of law or any material judgment, injunction, order or decree

binding upon any Debtor or any provision of any Debtor's organizational agreements (E.G., charter, articles of incorporation or by-laws, certificate of formation or limited liability company operating agreement or partnership agreement, as relevant) or any material covenant, indenture or agreement of or affecting any Debtor or any of its property or (ii) result in the creation or imposition of any lien or encumbrance on any property of any Debtor except for the lien and security interest granted to the Agent hereunder.

(b) Each Debtor's respective chief executive office is at the location listed under Column 2 on Schedule A attached hereto opposite such Debtor's name; and such Debtor has no other executive offices or places of business other than those listed under Column 3 on Schedule A attached hereto opposite such Debtor's name. The Collateral is and shall remain in such Debtor's possession or control at the locations listed under Columns 2 and 3 on Schedule A attached hereto opposite such Debtor's name or at such other locations of which such Debtor shall have given the Agent written notice (it being understood that each Debtor shall give quarterly written notice to the Agent of any new location, and that no default shall arise from keeping any Collateral at a location not previously identified to the Agent if such location is identified to the Agent at the time of the next such quarterly notice following the opening of such location) (collectively for each Debtor, the "PERMITTED COLLATERAL LOCATIONS"), except for Collateral aggregating less than \$100,000 in fair market value outstanding at any one time. If for any reason any Collateral is at any time kept or located at a location other than a Permitted Collateral Location, the Agent shall nevertheless have and retain a lien on and security interest therein. The Debtors own and shall at all times own all Permitted Collateral Locations, except to the extent otherwise disclosed under Columns 2 and 3 on Schedule A or in a quarterly notice. No Debtor shall move its chief executive office without first providing the Agent at least 30 days' prior written notice of the Debtor's intent to do so; PROVIDED that (i) each Debtor shall at all times maintain its chief executive office in the United States of America and such Debtor shall have taken all action reasonably requested by the Agent to maintain the lien and security interest of the Agent in the Collateral at all times fully perfected and in full force and effect and (ii) the Debtors that, on the date hereof, have chief executive offices located in Lombard, Illinois may change such chief executive offices to Highland Landmark IV Office Building, 3050 Highland Parkway, Downers Grove, Illinois 60515.

(c) Each Debtor's legal name, state of organization and organizational number (if any) are correctly set forth under Column 1 on Schedule A of this Agreement. No Debtor has transacted business at any time during the immediately preceding five-year period, and does not currently transact business, under any other legal names or trade names other than the prior legal names and trade names (if any) set forth on Schedule B attached hereto. No Debtor shall change its state of organization or its legal name or transact business under any other trade name without first giving 30 days' prior written notice of its intent to do so to the Agent.

(d) The Collateral and every part thereof is and shall be free and clear of all security interests, liens (including, without limitation, mechanics', laborers' and statutory liens), attachments, levies, and encumbrances of every kind, nature, and description and whether voluntary or involuntary, except for the lien and security

interest of the Agent therein and other Liens permitted by the Credit Agreement and the Senior Note Agreements (herein, the "PERMITTED LIENS"). Each Debtor shall warrant and defend the Collateral against any claims and demands of all persons at any time claiming any interest in the Collateral adverse to that of the Secured Creditors.

(e) Each Debtor will promptly pay when due all taxes, assessments, and governmental charges and levies that might become a Lien upon its Collateral, in each case before the same become delinquent and before penalties accrue thereon, unless and to the extent that the same are being contested in good faith and by appropriate proceedings which prevent enforcement of the matter under contest and such Debtor shall have established adequate reserves therefor.

(f) Each Debtor agrees it will not waste or destroy the Collateral or any part thereof. Each Debtor agrees it will not use, manufacture, sell or distribute any Collateral in violation of any statute, ordinance or other governmental requirement, except to the extent that any such violation would not be reasonably expected to have a material adverse effect on the financial condition, Properties, business or operations of the Public Hub Company or the Hub Group taken as a whole. Each Debtor will perform in all material respects its obligations under any material contract or other agreement constituting part of the Collateral, it being understood and agreed that the Secured Creditors have no responsibility to perform such obligations.

(g) Except as otherwise permitted by Section 5(b), 6(a), 7(b), 7(c), or 8(c) hereof or by the terms of the Credit Agreement and the Senior Note Agreements, each Debtor agrees it will not, without the Agent's prior written consent, sell, assign, mortgage, lease, or otherwise dispose of the Collateral or any interest therein.

(h) Each Debtor will insure its Collateral consisting of tangible personal property against such risks and hazards as other companies similarly situated insure against, and including in any event loss or damage by fire, theft, burglary, pilferage, and loss in transit, in amounts and under policies containing loss payable clauses to the Agent as its interest may appear (and, if the Agent requests, naming the Agent as additional insured therein) by insurers having a general policyholder service rating of not less than "A" as rated in the most current available Best's Insurance Report. All premiums on such insurance shall be paid by the Debtors and the policies of such insurance (or certificates therefor) delivered to the Agent. All insurance required hereby shall provide that any loss shall be payable notwithstanding any act or negligence of the relevant Debtor, shall provide that no cancellation thereof shall be effective until at least 30 days after receipt by the relevant Debtor and the Agent of written notice thereof. In case of any material loss, damage to or destruction of the Collateral or any portion thereof, the relevant Debtor shall promptly give written notice thereof to the Agent generally describing the nature and extent of such damage or destruction. In case of any loss, damage to or destruction of the Collateral or any part thereof, the relevant Debtor, whether or not the insurance proceeds, if any,

received on account of such damage or destruction shall be sufficient for that purpose, at such Debtor's cost and expense, will promptly repair or replace the Collateral so lost, damaged or destroyed, except to the extent such Collateral is not necessary to the conduct of such Debtor's business in the ordinary course. Each Debtor hereby authorizes the Agent, at the Agent's option, to adjust, compromise, and settle any losses under any insurance afforded at any time after the occurrence and during the continuation of any Event of Default, and such Debtor does hereby irrevocably constitute the Agent, its officers, agents, and attorneys, as such Debtor's attorneys-in-fact, with full power and authority after the occurrence and during the continuation of any Default or Event of Default to effect such adjustment, compromise, and/or settlement and to endorse any drafts drawn by an insurer of the Collateral or any part thereof and to do everything necessary to carry out such purposes and to receive and receipt for any unearned premiums due under policies of such insurance. All insurance proceeds shall be subject to the lien and security interest of the Agent hereunder.

UNLESS THE DEBTORS PROVIDE THE AGENT WITH EVIDENCE OF THE INSURANCE COVERAGE REQUIRED BY THIS AGREEMENT, THE AGENT MAY PURCHASE INSURANCE AT THE DEBTORS' EXPENSE TO PROTECT THE AGENT'S INTERESTS IN THE COLLATERAL. THIS INSURANCE MAY, BUT NEED NOT, PROTECT ANY DEBTOR'S INTERESTS IN THE COLLATERAL. THE COVERAGE PURCHASED BY THE AGENT MAY NOT PAY ANY CLAIMS THAT ANY DEBTOR MAKES OR ANY CLAIM THAT IS MADE AGAINST SUCH DEBTOR IN CONNECTION WITH THE COLLATERAL. THE DEBTORS MAY LATER CANCEL ANY SUCH INSURANCE PURCHASED BY THE AGENT, BUT ONLY AFTER PROVIDING THE AGENT WITH EVIDENCE THAT THE DEBTORS HAVE OBTAINED INSURANCE AS REQUIRED BY THIS AGREEMENT. IF THE AGENT PURCHASES INSURANCE FOR THE COLLATERAL, THE DEBTORS WILL BE RESPONSIBLE FOR THE COSTS OF THAT INSURANCE, INCLUDING INTEREST AND ANY OTHER CHARGES THAT THE AGENT MAY IMPOSE IN CONNECTION WITH THE PLACEMENT OF THE INSURANCE, UNTIL THE EFFECTIVE DATE OF THE CANCELLATION OR EXPIRATION OF THE INSURANCE. THE COSTS OF THE INSURANCE MAY BE ADDED TO THE SECURED OBLIGATIONS SECURED HEREBY. THE COSTS OF THE INSURANCE MAY BE MORE THAN THE COST OF INSURANCE THE DEBTORS MAY BE ABLE TO OBTAIN ON THEIR OWN.

(i) Each Debtor will at all times allow the Secured Creditors and their respective representatives free access to and right of inspection of the Collateral at such reasonable times and intervals as the Agent or any other Secured Creditor may designate; PROVIDED, HOWEVER, that except upon the occurrence and during the continuation of any Default or Event of Default, (i) such visitations and inspections shall be made only with reasonable advance notice to the relevant Debtor and during normal business hours of such Debtor and (ii) the Agent and the Secured Creditors agree to use reasonable efforts to coordinate their visits and inspections under this Section so as not to be unreasonably burdensome on the Debtor being visited or inspected.

(j) As to any premises not owned by a Debtor wherein any of the Collateral is located and which is essential to the tracking of its Receivables (it being understood that the only such location as of the date hereof is 377 East Butterfield Road, Lombard, Illinois, such Debtor shall, upon the Agent's request, use commercially reasonable efforts to cause each party having any right, title or interest in, or lien on, any of such premises to enter into an agreement whereby such party disclaims any right, title, and interest in and lien on the

Collateral, allows the use and removal of such Collateral by the Agent or its agents or representatives, and otherwise is in form and substance reasonably acceptable to the Agent; PROVIDED, HOWEVER, that no such agreement need be obtained with respect to any such location wherein the value of the Collateral as to which such agreement has not been obtained aggregates less than \$100,000 at any one time PROVIDED, FURTHER, that the value of all such locations as to which such agreements have not been obtained aggregates less than \$250,000 PROVIDED, FURTHER, that it is understood that the obligations of the Debtors to use commercially reasonable efforts as set forth in this Section shall not involve the payment of money, the granting of lease concessions or the incurrence of material expense.

(k) If an Event of Default has occurred and is continuing and the Agent so requests, each Debtor agrees from time to time to deliver to the Agent such evidence of the existence, identity, and location of its Collateral and of its availability as collateral security pursuant hereto (including, without limitation, schedules describing all Receivables created or acquired by such Debtor, copies of customer invoices or the equivalent and original shipping or delivery receipts for all merchandise and other goods sold or leased or services rendered by it, together with such Debtor's warranty of the genuineness thereof, and reports stating the book value of its Inventory and Equipment by major category and location), in each case as the Agent may reasonably request. If any Event of Default has occurred and is continuing, the Agent shall have the right to verify all or any part of the Collateral in any manner, and through any medium, which the Agent considers appropriate and reasonable, and each Debtor agrees to furnish all assistance and information, and perform any acts, which the Agent may require in connection therewith.

(l) Each Debtor will comply in all material respects with the terms and conditions of any and all leases, easements, right-of-way agreements, and other agreements binding upon or affecting such Debtor's Collateral, in each case which cover the premises wherein the Collateral is located, and any orders, ordinances, laws or statutes affecting such Debtor's Collateral of any city, state or other governmental entity, department or agency having jurisdiction with respect to such premises or the conduct of business thereon.

(m) Schedule C attached hereto contains a true, complete, and current listing of all copyrights, copyright applications, trademarks, trademark rights and licenses (other than commercially available software licenses), trademark registrations, trade names, patents, patent rights and licenses, patent applications, and other intellectual property rights owned by each of the Debtors as of the date hereof that are, in each case, registered with any governmental authority. The Debtors shall promptly notify the Agent in writing of any additional intellectual property rights that are so registered, acquired or arising after the date hereof, and shall submit to the Agent a supplement to Schedule C to reflect such additional rights (provided any Debtor's failure to do so shall not impair the Agent's security interest therein).

(n) Schedule F attached hereto contains a true, complete and current listing of all Commercial Tort Claims held or maintained by each of the Debtors where the amount claimed exceeds \$500,000 as of the

date hereof, each described by referring to a specific incident giving rise to the claim. Each Debtor agrees to execute and deliver to the Agent an agreement in the form attached hereto as Schedule H, or in such other form reasonably acceptable to the Agent, promptly upon becoming aware of any Commercial Tort Claim of such Debtor arising after the date hereof where the amount claimed exceeds \$500,000 (provided any Debtor's failure to do so shall not impair the Agent's security interest therein). If at any time required by the Agent or the Secured Creditors, the Debtors shall execute and deliver to the Agent a Supplemental Security Agreement (in the form attached hereto as Schedule H) listing all Commercial Tort Claims regardless of the amount of such Claims.

(o) Each Debtor agrees to execute and deliver to the Agent such further agreements, assignments, instruments, and documents, and to do all such other things, as the Agent may reasonably deem necessary or appropriate to assure the Agent its lien and security interest hereunder, including, without limitation, (i) executing such financing statements or other instruments and documents as the Agent may from time to time reasonably require to comply with the UCC and any other applicable law, (ii) executing such patent, trademark, and copyright agreements as the Agent may from time to time reasonably require to comply with the filing requirements of the United States Patent and Trademark Office and the United States Copyright Office, and (iii) executing such control agreements with respect to Deposit Accounts, Securities Accounts, Letter-of-Credit Rights, and electronic Chattel Paper as the Agent may from time to time reasonably require. Each Debtor hereby agrees that a carbon, photographic or other reproduction of this Agreement or any such financing statement is sufficient for filing as a financing statement by the Agent without notice thereof to such Debtor wherever the Agent in its sole discretion desires to file the same. Each Debtor hereby authorizes the Agent to file any and all financing statements covering the Collateral or any part thereof as the Agent may require, including financing statements describing the Collateral as "all assets" or "all personal property" or words of like meaning. The Agent may order lien searches from time to time against any Debtor and the Collateral, and the Debtors shall promptly reimburse the Agent for all reasonable costs and expenses incurred in connection with such lien searches. In the event for any reason the law of any jurisdiction other than Illinois becomes or is applicable to the Collateral or any part thereof, or to any of the Secured Obligations, each Debtor agrees to execute and deliver all such agreements, assignments, instruments, and documents and to do all such other things as the Agent reasonably deems necessary or appropriate to preserve, protect, and enforce the security interest of the Agent under the law of such other jurisdiction. Each Debtor agrees to mark its books and records to reflect the lien and security interest of the Agent in the Collateral.

(p) On failure of any Debtor to perform any of the covenants and agreements herein contained, the Agent may, at its option, perform the same and in so doing may (after three Business Days' notice to the relevant Debtor) expend such sums as the Agent reasonably deems advisable in the performance thereof, including, without limitation, the payment of any insurance premiums, the payment of any taxes, liens, and encumbrances, expenditures made in defending against any adverse claims, and all other expenditures which the Agent may be compelled to make by operation of law or which the Agent may make by agreement or

otherwise for the protection of the security hereof. All such sums and amounts so expended shall be repayable by the Debtors upon demand, shall constitute additional Secured Obligations secured hereunder, and shall bear interest from the date said amounts are expended at the rate per annum (computed on the basis of a year of 360 days for the actual number of days elapsed) equal to the Domestic Rate from time to time in effect plus the Applicable Margin for the Domestic Rate Portion of the Term Loan, with any change in such rate per annum as so determined by reason of a change in such Domestic Rate to be effective on the date of such change in said Domestic Rate (such rate per annum as so determined being hereinafter referred to as the "DEFAULT RATE"). No such performance of any covenant or agreement by the Agent on behalf of a Debtor, and no such advancement or expenditure therefor, shall relieve any Debtor of any default under the terms of this Agreement or in any way obligate any Secured Creditor to take any further or future action with respect thereto. The Agent, in making any payment hereby authorized, may do so according to any bill, statement or estimate procured from the appropriate public office or holder of the claim to be discharged without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax assessment, sale, forfeiture, tax lien or title or claim. The Agent is hereby authorized to charge any account of any Debtor maintained with any Secured Creditor for the amount of such sums and amounts so expended and the Agent shall give such Debtor notice of any such charge.

SECTION 5. SPECIAL PROVISIONS RE: RECEIVABLES. (a) If any Receivable arises out of a contract with the United States of America, or any state or political subdivision thereof, or any department, agency or instrumentality of any of the foregoing, each Debtor agrees to promptly so notify the Agent and, at the request of the Agent or the Secured Creditors after the occurrence and during the continuation of an Event of Default, execute whatever instruments and documents are reasonably required by the Agent in order that such Receivable shall be assigned to the Agent and that proper notice of such assignment shall be given under the federal Assignment of Claims Act (or any successor statute) or any similar state or local statute, as the case may be; PROVIDED, HOWEVER, that such procedures shall not be required with respect to any one contract generating Receivables of less than \$100,000.

(b) Unless and until an Event of Default has occurred and is continuing any merchandise or other goods which are returned by a customer or account debtor or otherwise recovered may be resold by a Debtor in the ordinary course of its business as presently conducted in accordance with Section 7(b) hereof; and, during the existence of any Event of Default, such merchandise and other goods shall be set aside at the request of the Agent and held by the relevant Debtor as trustee for the Secured Creditors and shall remain part of the Secured Creditors' Collateral. Unless and until an Event of Default has occurred and is continuing, each Debtor may settle and adjust disputes and claims with its customers and account debtors, handle returns and recoveries, and grant discounts, credits, and allowances in the ordinary course of its business as presently conducted for amounts and on terms which such Debtor in good faith considers advisable; and, during the existence of any Event of Default, at the Agent's request, the Debtors shall notify the Agent promptly of all returns and recoveries and, on the Agent's request, deliver any such merchandise or other goods to the Agent. During the existence of any Event of Default, at the Agent's request, the Debtors shall also notify the Agent promptly of all disputes and

claims and settle or adjust them at no expense to the Agent, but no discount, credit or allowance other than on normal trade terms in the ordinary course of business as presently conducted shall be granted to any customer or account debtor and no returns of merchandise or other goods shall be accepted by any Debtor without the Agent's consent. The Agent may, at all times during the existence of any Event of Default, settle or adjust disputes and claims directly with customers or account debtors for amounts and upon terms which the Agent considers advisable.

(c) To the extent any Receivable or other item of Collateral is evidenced by an Instrument (other than a check, draft, money order or similar item which is to be deposited in a Deposit Account) or tangible Chattel Paper, each Debtor shall cause such Instrument or tangible Chattel Paper to be pledged and delivered to the Agent; PROVIDED, HOWEVER, that, prior to the existence of a Default or Event of Default and thereafter until otherwise required by the Agent, a Debtor shall not be required to deliver any such Instrument or tangible Chattel Paper if and only so long as the unpaid principal balance of any such Instrument or tangible Chattel Paper held by such Debtor and not delivered to the Agent hereunder is less than \$100,000 in each instance and the aggregate unpaid principal balance of all such Instruments and tangible Chattel Paper held by all Debtors and not delivered to the Agent hereunder is less than \$250,000 at any one time outstanding. Unless delivered to the Agent or its agent, all tangible Chattel Paper and Instruments (other than a check, draft, money order or similar item which is to be deposited in a Deposit Account) shall contain a legend acceptable to the Agent indicating that such Chattel Paper or Instrument is subject to the security interest of the Agent contemplated by this Agreement.

SECTION 6. COLLECTION OF RECEIVABLES. (a) Except as otherwise provided in this Agreement, the Credit Agreement and the Senior Note Agreements, each Debtor shall make collection of its Receivables in the ordinary course of business and may use the same to carry on its business.

(b) If an Event of Default has occurred and is continuing, and whether or not the Agent has exercised any of its other rights under other provisions of this Section 6, in the event the Agent requests any Debtor to do so:

(i) all Instruments and tangible Chattel Paper at any time constituting part of the Receivables (including any postdated checks) shall, upon receipt by such Debtor, be immediately endorsed to and deposited with Agent; and/or

(ii) such Debtor shall instruct all customers and account debtors to remit all payments in respect of Receivables or any other Collateral to a lockbox or lockboxes under the sole custody and control of the Agent and which are maintained at one or more post offices selected by the Agent.

(c) If an Event of Default has occurred and is continuing, and whether or not the Agent has exercised any of its other rights under the other provisions of this Section 6, the Agent or its designee may notify the relevant Debtor's customers and account debtors at any time that Receivables have been assigned to the Agent or of the Agent's security interest therein, and either in its own name, or such Debtor's name, or both, demand, collect (including,

without limitation, through a lockbox analogous to that described in Section 6(b)(ii) hereof), receive, receipt for, sue for, compound and give acquittance for any or all amounts due or to become due on Receivables, and in the Agent's discretion file any claim or take any other action or proceeding which the Agent may deem necessary or appropriate to protect and realize upon the security interest of the Agent in the Receivables or any other Collateral.

(d) After the occurrence and during the continuance of an Event of Default, any proceeds of Receivables or other Collateral transmitted to or otherwise received by the Agent pursuant to any of the provisions of Section 6(b) or 6(c) hereof may be handled and administered by the Agent in and through a remittance account or accounts maintained at the Agent or by the Agent at a commercial bank or banks selected by the Agent (collectively the "DEPOSITARY BANKS" and individually a "DEPOSITARY BANK"), and each Debtor acknowledges that the maintenance of such remittance accounts by the Agent is solely for the Agent's convenience and that the Debtors do not have any right, title or interest in such remittance accounts or any amounts at any time standing to the credit thereof. The Agent may, after the occurrence and during the continuation of an Event of Default, apply the proceeds of Receivables or other Collateral received by it from any source to the payment of the Secured Obligations (whether or not then due and payable), such applications to be made in the manner provided for in the Intercreditor Agreement, if applicable, and otherwise at the direction of the Secured Creditors. The Agent need not apply or give credit for any item included in proceeds of Receivables or other Collateral until the Depositary Bank has received final payment therefor at its office in cash or final solvent credits current at the site of deposit acceptable to the Agent and the Depositary Bank as such. However, if the Agent does permit credit to be given for any item prior to a Depositary Bank receiving final payment therefor and such Depositary Bank fails to receive such final payment or an item is charged back to the Agent or any Depositary Bank for any reason, the Agent may at its election in either instance charge the amount of such item back against any such remittance accounts or any Deposit Account of any Debtor subject to the lien and security interest of this Agreement, together with interest thereon at the Default Rate. Concurrently with each transmission of any proceeds of Receivables or other Collateral to any such remittance account, upon the Agent's request, the relevant Debtor shall furnish the Agent with a report in such form as Agent shall reasonably require identifying the particular Receivable or such other Collateral from which the same arises or relates. Unless and until a Default or an Event of Default has occurred and is continuing, the Agent will release proceeds of Collateral which the Agent has not applied to the Secured Obligations as provided above from the remittance account from time to time after receipt thereof. Each Debtor hereby indemnifies the Secured Creditors from and against all liabilities, damages, losses, actions, claims, judgments, and all reasonable costs, expenses, charges, and attorneys' fees suffered or incurred by any Secured Creditor because of the maintenance of the foregoing arrangements; PROVIDED, HOWEVER, that no Debtor shall be required to indemnify any Secured Creditor for any of the foregoing to the extent they arise from the gross negligence or willful misconduct of the person seeking to be indemnified. The Secured Creditors shall have no liability or responsibility to any Debtor for the Agent or any Depositary Bank accepting any check, draft or other order for payment of money bearing the legend "payment in full" or words of similar import or any other restrictive legend or endorsement whatsoever or be responsible for determining the correctness of any remittance.

SECTION 7. SPECIAL PROVISIONS RE: INVENTORY AND EQUIPMENT.

(a) Each Debtor shall at its own cost and expense maintain, keep, and preserve its Inventory in good and merchantable condition and keep and preserve its Equipment (other than obsolete, worn-out or redundant Equipment) in good repair, working order, and condition, ordinary wear and tear excepted, and, without limiting the foregoing, make all necessary and proper repairs, replacements, and additions to its Equipment (other than obsolete, worn-out or redundant Equipment) so that the efficiency thereof shall be fully preserved and maintained.

(b) Each Debtor may, until an Event of Default has occurred and is continuing and thereafter until otherwise notified by the Agent, use, consume, sell, and lease the Inventory in the ordinary course of its business, but a sale in the ordinary course of business shall not under any circumstance include any transfer or sale in satisfaction, partial or complete, of a debt owing by such Debtor.

(c) Each Debtor may, until an Event of Default has occurred and is continuing and thereafter until otherwise notified by the Agent, sell Equipment to the extent not prohibited by the Credit Agreement and the Senior Note Agreements.

(d) As of the time any Inventory or Equipment of a Debtor becomes subject to the security interest provided for hereby and at all times thereafter, such Debtor shall be deemed to have warranted as to any and all of such Inventory and Equipment that all warranties of such Debtor set forth in this Agreement are true and correct in all material respects with respect to such Inventory and Equipment; and that all of such Inventory and Equipment is located at a location set forth or otherwise disclosed or to be disclosed pursuant to Section 4(b) hereof. Each Debtor warrants and agrees that none of its Inventory is or will be consigned to any other person without the Agent's prior written consent.

(e) If an Event of Default has occurred and is continuing and the Agent or the Secured Creditors so request, each Debtor shall at its own cost and expense cause the lien of the Agent in and to any portion of the Collateral subject to a certificate of title law to be duly noted on such certificate of title or to be otherwise filed in such manner as is prescribed by law in order to perfect such lien and will cause all such certificates of title and evidences of lien to be deposited with the Agent.

(f) Except for Equipment from time to time located on the real estate described on Schedule D attached hereto or as otherwise hereafter disclosed to the Agent and the Secured Creditors in writing, none of the Equipment is or will be attached to real estate in such a manner that the same may become a fixture.

(g) If any of the Inventory is at any time evidenced by a document of title, such document shall be promptly delivered by the relevant Debtor to the Agent.

SECTION 8. SPECIAL PROVISIONS RE: INVESTMENT PROPERTY AND DEPOSITS.

(a) Unless and until an Event of Default has occurred and is continuing and thereafter until notified to the contrary by the Agent pursuant to Section 10(d) hereof:

(i) each Debtor shall be entitled to exercise all voting and/or consensual powers pertaining to its Investment Property, or any part thereof; and

(ii) each Debtor shall be entitled to receive and retain all cash dividends paid upon or in respect of its Investment Property subject to the lien and security interest of this Agreement.

(b) All Investment Property (including all securities, certificated or uncertificated, securities accounts, and commodity accounts) maintained by each Debtor on the date hereof is listed and identified on Schedule E attached hereto and made a part hereof. Each Debtor shall promptly notify the Agent of any other Investment Property acquired by such Debtor after the date hereof, and shall submit to the Agent a supplement to Schedule E to reflect such additional rights (provided any Debtor's failure to do so shall not impair the Agent's security interest therein). Certificates for all certificated securities now or at any time constituting Investment Property and part of the Collateral hereunder shall be promptly delivered by the relevant Debtor to the Agent duly endorsed in blank for transfer or accompanied by an appropriate assignment or assignments or an appropriate undated stock power or powers, in every case sufficient to transfer title thereto, including, without limitation, all stock received in respect of a stock dividend or resulting from a split-up, revision or reclassification of the Investment Property or any part thereof or received in addition to, in substitution of or in exchange for the Investment Property or any part thereof as a result of a merger, consolidation or otherwise. With respect to any uncertificated securities or any Investment Property held by a securities intermediary, commodity intermediary, or other financial intermediary of any kind, at the Agent's request, the relevant Debtor shall execute and deliver, and shall cause any such issuer or intermediary to execute and deliver, an agreement among such Debtor, the Agent, and such issuer or intermediary in form and substance reasonably satisfactory to the Agent which provides, among other things, for the issuer's or intermediary's agreement that it will, while an Event of Default exists, comply with such entitlement orders and apply any value distributed on account of any Investment Property, as directed by the Agent without further consent by such Debtor. The Agent may, at any time after the occurrence and during the continuation of any Event of Default, cause to be transferred into its name or the name of its nominee or nominees any and all of the Investment Property hereunder.

(c) Unless and until an Event of Default has occurred and is continuing, each Debtor may sell or otherwise dispose of any of its Investment Property to the extent not prohibited by the Credit Agreement and the Senior Note Agreements, PROVIDED that, except to the extent permitted by the Credit Agreement and the Senior Note Agreements, no Debtor shall sell or otherwise dispose of any capital stock or other equity interest in any direct or indirect Subsidiary hereunder without the prior written consent of the Agent. After the occurrence and during the continuation of any Event of Default, no Debtor shall sell all or any part of its Investment Property without the prior written consent of the Agent.

(d) Each Debtor represents that on the date of this Agreement, none of its Investment Property consists of margin stock (as such term is defined in Regulation U of the Board of Governors of the Federal Reserve System) except to the extent such Debtor has delivered to the Agent a duly executed and completed Form U-1 with respect to such stock. If at any time the Investment Property or any part thereof consists of margin stock, the relevant Debtor shall promptly so notify the Agent and deliver to the Agent a duly executed and completed Form U-1 and such other instruments and documents reasonably requested by the Agent in form and substance reasonably satisfactory to the Agent.

(e) Notwithstanding anything to the contrary contained herein, in the event any Investment Property is subject to the terms of a separate security agreement in favor of the Agent, the terms of such separate security agreement shall govern and control unless otherwise agreed to in writing by the Agent.

(f) All Deposit Accounts maintained by each Debtor on the date hereof are listed and identified (by account number and depository institution) on Schedule E attached hereto and made a part hereof. Each Debtor shall promptly notify the Agent of any other Deposit Account opened or maintained by such Debtor after the date hereof, and shall submit to the Agent a supplement to Schedule E to reflect such additional accounts (provided any Debtor's failure to do so shall not impair the Agent's security interest therein). With respect to any Deposit Account (other than payroll accounts and insurance accounts) maintained by a depository institution other than the Agent, and as a condition to the establishment and maintenance of any such Deposit Account, such Debtor, the depository institution, and the Agent shall execute and deliver an account control agreement in form and substance reasonably satisfactory to the Agent which provides, among other things, for the depository institution's agreement that, while an Event of Default exists, it will comply with instructions originated by the Agent directing the disposition of the funds in the Deposit Account without further consent by such Debtor; PROVIDED, HOWEVER, that no such agreement need be obtained with respect to any Deposit Account wherein the value of the Collateral as to which such agreement has not been obtained aggregates less than \$50,000 at any one time PROVIDED, FURTHER, that the value of all such Deposit Accounts as to which such agreements have not been obtained aggregates less than \$250,000. Notwithstanding anything herein to the contrary, no such account control agreement shall be required with respect to (i) account number 00021350-149 maintained by the Public Hub Company with Bank of Montreal unless the Agent or the Secured Creditors so indicate and (ii) account number 715815662 maintained by Hub Group Pittsburgh, LLC with National City Bank of Pennsylvania unless such account remains open more than 60 days after the date hereof.

SECTION 9. POWER OF ATTORNEY. In addition to any other powers of attorney contained herein, each Debtor hereby appoints the Agent, its nominee, or any other person whom the Agent may designate as such Debtor's attorney-in-fact, with full power and authority upon the occurrence and during the continuation of any Event of Default: to sign such Debtor's name on verifications of Receivables and other Collateral; to send requests for verification of Collateral to such Debtor's customers, account debtors, and other obligors; to endorse such Debtor's name on any checks, notes, acceptances, money orders, drafts, and any other forms of payment or security that may come into the Agent's possession; to endorse the Collateral in blank or to the order

of the Agent or its nominee; to sign such Debtor's name on any invoice or bill of lading relating to any Collateral, on claims to enforce collection of any Collateral, on notices to and drafts against customers and account debtors and other obligors, on schedules and assignments of Collateral, on notices of assignment and on public records; to notify the post office authorities to change the address for delivery of such Debtor's mail to an address designated by the Agent; to receive, open, and dispose of all mail addressed to such Debtor; and to do all things necessary to carry out this Agreement. Each Debtor hereby ratifies and approves all acts of any such attorney done in good faith and agrees that neither the Agent nor any such attorney will be liable for any acts or omissions nor for any error of judgment or mistake of fact or law other than such person's gross negligence or willful misconduct. The Agent may file one or more financing statements disclosing its security interest in all or any part of the Collateral without any Debtor's signature appearing thereon, and each Debtor also hereby grants the Agent a power of attorney to execute any such financing statements, and amendments and supplements thereto, on behalf of such Debtor without notice thereof to any Debtor. The foregoing powers of attorney, being coupled with an interest, are irrevocable until the Secured Obligations have been fully paid and satisfied and the commitments of the Bank Creditors to extend credit to or for the account of the Borrowers (or either of them) under the Credit Agreement have expired or otherwise terminated.

SECTION 10. DEFAULTS AND REMEDIES. (a) The occurrence of any event or the existence of any condition which is specified as an "Event of Default" under the Credit Agreement or under any Senior Note Agreement shall constitute an "EVENT OF DEFAULT" hereunder. For purposes hereof, a "DEFAULT" means any event or condition the occurrence of which would, with the passage of time or the giving of notice, or both, constitute an Event of Default.

(b) Upon the occurrence and during the continuation of any Event of Default, the Agent shall have, in addition to all other rights provided herein or by law, the rights and remedies of a secured party under the UCC (regardless of whether the UCC is the law of the jurisdiction where the rights or remedies are asserted and regardless of whether the UCC applies to the affected Collateral), and further the Agent may, without demand and, to the extent permitted by applicable law, without advertisement, notice, hearing or process of law, all of which each Debtor hereby waives to the extent permitted by applicable law, at any time or times, sell and deliver any or all Collateral held by or for it at public or private sale, at any securities exchange or broker's board or at the Agent's office or elsewhere, for cash, upon credit or otherwise, at such prices and upon such terms as the Agent deems advisable, in its discretion. In the exercise of any such remedies, the Agent may sell the Collateral as a unit even though the sales price thereof may be in excess of the amount remaining unpaid on the Secured Obligations. Also, if less than all the Collateral is sold, the Agent shall have no duty to marshal or apportion the part of the Collateral so sold as between the Debtors, or any of them, but may sell and deliver any or all of the Collateral without regard to which of the Debtors are the owners thereof. In addition to all other sums due any Secured Creditor hereunder, each Debtor shall pay the Agent all reasonable costs and expenses incurred by the Agent, including reasonable attorneys' fees and court costs, in obtaining, liquidating or enforcing payment of Collateral or the Secured Obligations or in the prosecution or defense of any action or proceeding by or against any Secured Creditor or any Debtor concerning any matter arising out of or connected with this Agreement or the Collateral or the Secured Obligations, including, without limitation, any of the foregoing arising in, arising under or related to a case under the United States Bankruptcy Code (or any successor statute). Any requirement of reasonable notice shall be met if

such notice is personally served on or mailed, postage prepaid, to the Debtors in accordance with Section 14(b) hereof at least ten days before the time of sale or other event giving rise to the requirement of such notice; PROVIDED, HOWEVER, no notification need be given to a Debtor if such Debtor has signed, after an Event of Default hereunder has occurred, a statement renouncing any right to notification of sale or other intended disposition. The Agent shall not be obligated to make any sale or other disposition of the Collateral regardless of notice having been given. Any Secured Creditor may be the purchaser at any such sale. Each Debtor hereby waives all of its rights of redemption from any such sale. The Agent may postpone or cause the postponement of the sale of all or any portion of the Collateral by announcement at the time and place of such sale, and such sale may, without further notice, be made at the time and place to which the sale was postponed or the Agent may further postpone such sale by announcement made at such time and place. The Agent has no obligation to prepare the Collateral for sale. The Agent may sell or otherwise dispose of the Collateral without giving any warranties as to the Collateral or any part thereof, including disclaimers of any warranties of title or the like, and each Debtor acknowledges and agrees that the absence of such warranties shall not render the disposition commercially unreasonable.

(c) Without in any way limiting the foregoing, upon the occurrence and during the continuation of any Event of Default hereunder, in addition to all other rights provided herein or by law, (i) the Agent shall have the right to take physical possession of any and all of the Collateral and anything found therein, the right for that purpose to enter without legal process any premises where the Collateral may be found (provided such entry be done lawfully), and the right to maintain such possession on the relevant Debtor's premises (each Debtor hereby agreeing, to the extent it may lawfully do so, to lease such premises without cost or expense to the Agent or its designee if the Agent so requests) or to remove the Collateral or any part thereof to such other places as the Agent may desire, (ii) the Agent shall have the right to direct any intermediary at any time holding any Investment Property or other Collateral, or any issuer thereof, to deliver such Collateral or any part thereof to the Agent and/or to liquidate such Collateral or any part thereof and deliver the proceeds thereof to the Agent (including, without limitation, the right to deliver a notice of control with respect to any Collateral held in a securities account or commodities account and deliver all entitlement orders with respect thereto), (iii) the Agent shall have the right to exercise any and all rights with respect to all Deposit Accounts of each Debtor, including, without limitation, the right to direct the disposition of the funds in each Deposit Account and to collect, withdraw, and receive all amounts due or to become due or payable thereunder, and (iv) each Debtor shall, upon the Agent's demand, promptly assemble the tangible Collateral and make it available to the Agent at a place reasonably designated by the Agent which is reasonably convenient to such Debtor and the Agent. If the Agent exercises its right to take possession of the Collateral, each Debtor shall also at its expense perform any and all other steps reasonably requested by the Agent to preserve and protect the security interest hereby granted in the Collateral, such as placing and maintaining signs indicating the security interest of the Agent, appointing overseers for the Collateral and maintaining Collateral records.

(d) Without in any way limiting the foregoing, upon the occurrence and during the continuation of any Event of Default, all rights of the Debtors to exercise the voting and/or consensual powers which they are entitled to exercise pursuant to Section 8(a)(i) hereof and/or to receive and retain the distributions which they are entitled to receive and retain pursuant to Section 8(a)(ii) hereof, shall, at the option of the Agent, cease and thereupon become

vested in the Agent, which, in addition to all other rights provided herein or by law, shall then be entitled solely and exclusively to exercise all voting and other consensual powers pertaining to the Investment Property and/or to receive and retain the distributions which such Debtor would otherwise have been authorized to retain pursuant to Section 8(a)(ii) hereof and shall then be entitled solely and exclusively to exercise any and all rights of conversion, exchange or subscription or any other rights, privileges or options pertaining to any Investment Property as if the Agent were the absolute owner thereof including, without limitation, the rights to exchange, at its discretion, all Investment Property or any part thereof upon the merger, consolidation, reorganization, recapitalization or other readjustment of the respective issuer thereof or upon the exercise by or on behalf of any such issuer or the Agent of any right, privilege or option pertaining to any Investment Property and, in connection therewith, to deposit and deliver the Investment Property or any part thereof with any committee, depository, transfer agent, registrar or other designated agency upon such terms and conditions as the Agent may determine. In the event the Agent in good faith believes any of the Collateral constitutes restricted securities within the meaning of any applicable securities laws, any disposition thereof in compliance with such laws shall not render the disposition commercially unreasonable.

(e) Without in any way limiting the foregoing, each Debtor hereby grants to the Secured Creditors a non-exclusive royalty-free irrevocable license and right to use, after the occurrence and during the continuance of an Event of Default, all of such Debtor's patents, patent applications, patent licenses, trademarks, trademark registrations, trademark licenses, trade names, trade styles, and similar intangibles in connection with any foreclosure or other realization by the Agent or the Secured Creditors on all or any part of the Collateral to the extent permitted by law. The Agent agrees that it will, when exercising its rights under the license granted under this Section 10(e), comply in all material respects with quality standards and specifications employed by the Debtors in commerce with respect to the Collateral. The license and right granted the Secured Creditors hereby shall be without any royalty or fee or charge whatsoever.

(f) The powers conferred upon the Secured Creditors hereunder are solely to protect their interest in the Collateral and shall not impose on them any duty to exercise such powers. The Agent shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession or control if such Collateral is accorded treatment substantially equivalent to that which the Agent accords its own property, consisting of similar type assets, it being understood, however, that the Agent shall have no responsibility for (i) ascertaining or taking any action with respect to calls, conversions, exchanges, maturities, tenders or other matters relating to any Collateral, whether or not the Agent has or is deemed to have knowledge of such matters, (ii) taking any necessary steps to preserve rights against any parties with respect to any Collateral, or (iii) initiating any action to protect the

Collateral or any part thereof against the possibility of a decline in market value. This Agreement constitutes an assignment of rights only and not an assignment of any duties or obligations of the Debtors in any way related to the Collateral, and the Agent shall have no duty or obligation to discharge any such duty or obligation. Neither any Secured Creditor nor any party acting as attorney for any Secured Creditor shall be liable for any acts or omissions or for any error of judgment or mistake of fact or law other than such person's gross negligence or willful misconduct.

(g) Failure by the Agent to exercise any right, remedy or option under this Agreement or any other agreement between any Debtor and the Agent or provided by law, or delay by the Agent in exercising the same, shall not operate as a waiver; and no waiver shall be effective unless it is in writing, signed by the party against whom such waiver is sought to be enforced and then only to the extent specifically stated. The rights and remedies of the Secured Creditors under this Agreement shall be cumulative and not exclusive of any other right or remedy which any Secured Creditor may have.

SECTION 11. APPLICATION OF PROCEEDS. The proceeds and avails of the Collateral at any time received by the Agent upon any collection, sale or other disposition of the Collateral shall, when received by the Agent in cash or its equivalent, be applied by the Agent in reduction of, or held as collateral security for, the Secured Obligations in accordance with the terms of this Agreement and the Intercreditor Agreement. The Debtors shall remain liable to the Secured Creditors for any deficiency. Any surplus remaining after the full payment and satisfaction of the Secured Obligations shall be returned to the Public Hub Company, as agent for the Debtors, or to whomsoever is lawfully entitled thereto.

SECTION 12. CONTINUING AGREEMENT. This Agreement shall be a continuing agreement in every respect and shall remain in full force and effect until all of the Secured Obligations (other than contingent obligations that, by their terms, survive the termination of the Credit Agreement, the Senior Note Agreements and any related guaranties), both for principal and interest, have been fully paid and satisfied and the commitments of the Secured Creditors to extend credit to or for the account of the Borrowers, or either of them, under the Credit Agreement have expired or otherwise terminated. Upon such termination of this Agreement, the security interests granted herein shall terminate and the Agent shall, upon the request and at the expense of the Debtors, forthwith release its liens and security interests hereunder and shall deliver to the Debtors such documents as the Debtors may reasonably request to evidence such termination. If any of the Collateral (including without limitation equity interests in any Subsidiary) shall be sold, transferred or otherwise disposed of by any Debtor in a transaction permitted by the Credit Agreement and the Senior Note Agreements, then the Agent shall, at the request and expense of such Debtor, execute and deliver to such Debtor all releases and other documents reasonably necessary for the release of the Liens created hereby on such Collateral.

SECTION 13. THE AGENT. In acting under or by virtue of this Agreement, the Agent shall be entitled to all the rights, authority, privileges, and immunities provided in Sections 7 and 12 of the Intercreditor Agreement, all of which provisions of said Intercreditor Agreement are incorporated by reference herein with the same force and effect as if set forth herein in their entirety. The Agent hereby disclaims any representation or warranty to the Secured Creditors or any other holders of the Secured Obligations concerning the perfection of the liens and security interests granted hereunder or in the value of any of the Collateral.

SECTION 14. MISCELLANEOUS. (a) This Agreement cannot be changed or terminated orally. This Agreement shall create a continuing lien on and security interest in the Collateral and shall be binding upon each Debtor, its successors and assigns and shall inure, together with the rights and remedies of the Secured Creditors hereunder, to the benefit of the Secured Creditors and their

successors and permitted assigns; PROVIDED, HOWEVER, that no Debtor may assign its rights or delegate its duties hereunder without the Agent's prior written consent.

(b) Except as otherwise specified herein, all notices hereunder shall be in writing (including, without limitation, notice by telecopy) and shall be given to the relevant party at its address or telecopier number set forth below (or, if no such address is set forth below, at the address of the relevant Debtor as shown on the records of the Agent), or such other address or telecopier number as such party may hereafter specify by notice to the other given by courier, by United States certified or registered mail, by telecopy or by other telecommunication device capable of creating a written record of such notice and its receipt. Notices hereunder shall be addressed:

to the Debtors at:

Hub Group, Inc.  
377 East Butterfield Road, Suite 700  
Lombard, Illinois 60148  
Attention: Chief Financial Officer  
Telephone: (630) 271-3600  
Telecopy: (630) 964-3787

to the Agent at:

Harris Trust and Savings Bank  
111 West Monroe Street  
Chicago, Illinois 60603  
Attention: Mark Piekos  
Telephone: (312) 461-2246  
Telecopy: (312) 293-4856

Each such notice, request or other communication shall be effective (i) if given by telecopier, when such telecopy is transmitted to the telecopier number specified in this Section and a confirmation of such telecopy has been received by the sender, (ii) if given by mail, five days after such communication is deposited in the mail, certified or registered with return receipt requested, addressed as aforesaid or (iii) if given by any other means, when delivered at the addresses specified in this Section.

(c) No Secured Creditor (other than the Agent) shall have the right to institute any suit, action or proceeding in equity or at law for the foreclosure or other realization upon any Collateral subject to this Agreement or for the execution of any trust or power hereof or for the appointment of a receiver, or for the enforcement of any other remedy under or upon this Agreement; it being understood and intended that no one or more of the Secured Creditors shall have any right in any manner whatsoever to affect, disturb or prejudice the lien and security interest of this Agreement by its or their action or to enforce any right hereunder, and that all proceedings at law or in equity shall be instituted, had, and maintained by the Agent in the manner herein provided for the benefit of the Secured Creditors.

(d) In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such jurisdictions where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect. Without limiting the generality of the foregoing, in the event that this

Agreement shall be deemed to be invalid or otherwise unenforceable with respect to any Debtor, such invalidity or unenforceability shall not affect the validity of this Agreement with respect to the other Debtors.

(e) The lien and security interest herein created and provided for stand as direct and primary security for the Secured Obligations of the Borrowers arising under or otherwise relating to the Credit Agreement and the Senior Note Agreements as well as for the other Secured Obligations secured hereby. No application of any sums received by the Secured Creditors in respect of the Collateral or any disposition thereof to the reduction of the Secured Obligations or any part thereof shall in any manner entitle any Debtor to any right, title or interest in or to the Secured Obligations or any collateral or security therefor, whether by subrogation or otherwise, unless and until all Secured Obligations have been fully paid and satisfied and all commitments of the Secured Creditors to extend credit to or for the account of the Borrowers, or either of them, have expired or otherwise terminated. Each Debtor (other than the Borrowers) acknowledges and agrees that the lien and security interest hereby created and provided are absolute and unconditional and shall not in any manner be affected or impaired by any acts of omissions whatsoever of any Secured Creditor or any other holder of any Secured Obligations, and without limiting the generality of the foregoing, the lien and security interest hereof shall not be impaired by any acceptance by any Secured Creditor or any other holder of any Secured Obligations of any other security for or guarantors upon any of the Secured Obligations or by any failure, neglect or omission on the part of any Secured Creditor or any other holder of any of the Secured Obligations to realize upon or protect any of the Secured Obligations or any collateral or security therefor. Each Debtor (other than the Borrowers) agrees that the lien and security interest hereof shall not in any manner be impaired or affected by (and the Secured Creditors, without notice to anyone, are hereby authorized to make from time to time) any sale, pledge, surrender, compromise, settlement, release, renewal, extension, indulgence, alteration, substitution, exchange, change in, modification or disposition of any of the Secured Obligations or of any collateral or security therefor, or of any guaranty thereof, or of any instrument or agreement setting forth the terms and conditions pertaining to any of the foregoing. The Secured Creditors may at their discretion at any time grant credit to the Borrowers, or either of them, without notice to the other Debtors in such amounts and on such terms as the Secured Creditors may elect without in any manner impairing the lien and security interest created and provided for. In order to realize hereon and to exercise the rights granted the Secured Creditors hereunder and under applicable law, there shall be no obligation on the part of any Secured Creditor or any other holder of any Secured Obligations at any time to first resort for payment to the Borrowers, or either of them, or any other Debtor or to any guaranty of the Secured Obligations or any portion thereof or to resort to any other collateral, security, property, liens or any other rights or remedies whatsoever, and the Secured Creditors shall have the right to enforce this Agreement against any Debtor or its Collateral irrespective of whether or not other proceedings or steps seeking resort to or realization upon or from any of the foregoing are pending.

(f) In the event the Secured Creditors shall at any time in their discretion permit a substitution of Debtors hereunder or a party shall wish to become a Debtor hereunder, such substituted or additional Debtor shall, upon executing an agreement in the form attached hereto as Schedule G, become a party hereto and be bound by all the terms and conditions hereof to the same extent as though such Debtor had originally executed this Agreement and, in the case of a substitution, in lieu of the Debtor being replaced. Any such agreement shall

contain information as to such Debtor necessary to update Schedules A, B, C, D, E, and F hereto with respect to it. No such substitution shall be effective absent the written consent of the Agent nor shall it in any manner affect the obligations of the other Debtors hereunder.

(g) This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each constituting an original, but all together one and the same instrument.

(h) This Agreement shall be deemed to have been made in the State of Illinois and shall be governed by, and construed in accordance with, the laws of the State of Illinois. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision hereof.

(i) Each Debtor hereby submits to the non-exclusive jurisdiction of the United States District Court for the Northern District of Illinois and of any Illinois state court sitting in the City of Chicago, Illinois, for purposes of all legal proceedings arising out of or relating to this Agreement or the transactions contemplated hereby. Each Debtor irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient form. EACH DEBTOR AND, BY ACCEPTING THE BENEFITS OF THIS AGREEMENT, EACH SECURED CREDITOR HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, each Debtor has caused this Security Agreement to be duly executed and delivered as of the date first above written.

"DEBTORS"

HUB GROUP, INC.  
HUB CITY TERMINALS, INC.  
HUB CHICAGO HOLDINGS, INC.  
HLX COMPANY, L.L.C.  
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, LLC  
Q.S. OF GEORGIA, L.L.C.  
HUB GROUP ALABAMA, LLC  
HUB GROUP ATLANTA, LLC  
HUB GROUP BOSTON, LLC  
HUB GROUP CANADA, LP  
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.  
HUB HIGHWAY SERVICES  
HUB GROUP DISTRIBUTION SERVICES, LLC

By

David P. Yeager, Chief Executive Officer  
for each of the above Debtors

Accepted and agreed to in Chicago, Illinois, as of the date first above written.

HARRIS TRUST AND SAVINGS BANK, as Agent

By  
Name \_\_\_\_\_  
Title \_\_\_\_\_

## SCHEDULE A

## LOCATIONS

COLUMN 1	COLUMN 2	COLUMN 3
NAME OF DEBTOR (AND STATE OF ORGANIZATION AND ORGANIZATIONAL REGISTRATION NUMBER)	CHIEF EXECUTIVE OFFICE (AND NAME OF LANDLORD AT SUCH LOCATION)	ADDITIONAL PLACES OF BUSINESS AND COLLATERAL LOCATIONS (AND NAME OF LANDLORD AT SUCH LOCATIONS)
HUB GROUP, INC. Delaware corporation #2456676	377 E. Butterfield Road Lombard, Illinois 60148 (CarrAmerica)	None
HUB CITY TERMINALS, INC. Delaware corporation #0768811	333 E. Butterfield Rd. 8th Floor Lombard, IL 60148 (CarrAmerica)	None
HUB CHICAGO HOLDINGS, INC. Delaware corporation #2877605	377 E. Butterfield Road Lombard, Illinois 60148 (CarrAmerica)	None
HLX COMPANY, L.L.C. Delaware limited liability company #2589176	100 Plaza Drive Secaucus, New Jersey 07094-3604 (Meadow Park Associates)	None
QSSC, INC. Delaware corporation #3073474	780 South Nogales Street City of Industry, CA 91748 (PH Ketchum Trust)	None
QUALITY SERVICES, L.L.C. Missouri limited liability company #LC0001870	Mailing address: 5420 Brown Avenue St. Louis, MO 63120	None
	Property location: Union Seventy Center Business Park 3901 Union Blvd St. Louis, MO 63115 (Union Seventy Partnership)	
QUALITY SERVICES OF KANSAS, L.L.C. Kansas limited liability company #2409704	9250 Glenwood Overland Park, KS 66212 (BB Holdings LC)	None
QUALITY SERVICES OF NEW JERSEY, L.L.C. New Jersey limited liability company #0600026763	None	None
Q.S. OF ILLINOIS, LLC Michigan limited liability company #B02918	5090 S. Lawndale Avenue McCook, IL 60525 (Finch & Barry Properties)	None

COLUMN 1	COLUMN 2	COLUMN 3
NAME OF DEBTOR (AND STATE OF ORGANIZATION AND ORGANIZATIONAL REGISTRATION NUMBER)	CHIEF EXECUTIVE OFFICE (AND NAME OF LANDLORD AT SUCH LOCATION)	ADDITIONAL PLACES OF BUSINESS AND COLLATERAL LOCATIONS (AND NAME OF AND LANDLORD AT SUCH LOCATIONS)
Q.S. OF GEORGIA, L.L.C. Georgia limited liability company #K626114	3100 Ellenwood Industrial Dr. Ellenwood, GA 30294 (Diamond)	None
HUB GROUP ALABAMA, LLC Delaware limited liability company #2540528	100 Centerview Dr., Suite 120 Birmingham, AL 35216 (Graham & Company, Inc.)	None
HUB GROUP ATLANTA, LLC Delaware limited liability company #2540527	3700 Crestwood Parkway Suite 400 Duluth, GA 30096 (Southeast Properties Group LP)	Lakeshore Marketplace 19501 Highway 73 West Suite 203 Cornelius, NC 28031-1619 (Lakeshore Marketplace)
HUB GROUP BOSTON, LLC Delaware limited liability company #2540526	136 Turnpike Road, Suite 210 Southborough, MA 01772 (136 Turnpike Road LLC)	None
HUB GROUP CANADA, LP Delaware limited partnership #2540525	26555 Evergreen Rd. Suite 1070 Southfield, MI 48076 (Ttertt Associates, LLC)	None
HUB GROUP CLEVELAND, LLC Delaware limited liability company #2540524	25111 Country Club Blvd. North Olmsted, OH 44070 (Tech Park Associates Ltd)	None
HUB GROUP DETROIT, LLC Delaware limited liability company #2540522	26555 Evergreen Rd. Suite 1070 Southfield, MI 48076 (Ttertt Associates, LLC)	3655 Alpine Ave. N.W. Suite #330 Comstock Park, MI 49321 (Trinity Properties)
HUB GROUP FLORIDA, LLC Delaware limited liability company #2540521	3700 Crestwood Parkway Suite 400 Duluth, GA 30096 (Southeast Properties Group LP)	None
HUB GROUP GOLDEN GATE, LLC Delaware limited liability company #2540520	2125 Oak Grove Rd Suite 310 Walnut Creek, CA 94598 (IRPM-Walnut Creek)	3684 West 2340 South Suite A, Taylor Bldg. West Valley City, UT 84120 (Boyd Enterprises Utah, LLC)
		2870 N. Speer Blvd. Suite 103 Denver, CO 80211 (Aspen Gold)

COLUMN 1	COLUMN 2	COLUMN 3
NAME OF DEBTOR (AND STATE OF ORGANIZATION AND ORGANIZATIONAL REGISTRATION NUMBER)	CHIEF EXECUTIVE OFFICE (AND NAME OF LANDLORD AT SUCH LOCATION)	ADDITIONAL PLACES OF BUSINESS AND COLLATERAL LOCATIONS (AND NAME OF AND LANDLORD AT SUCH LOCATIONS)
HUB GROUP INDIANAPOLIS, LLC Delaware limited liability company #2540494	701 Congressional Blvd Suite 110 Carmel, IN 46032-5625 (Technology Center Associates)	None
HUB GROUP KANSAS CITY, LLC Delaware limited liability company #2540496	9250 Glenwood Street Overland Park, KS 66212 (Gaylord Reichart)	None
HUB GROUP LOS ANGELES, LLC Delaware limited liability company #2540497	2600 Nutwood Suite 500 Fullerton, CA 92831 (CSFU Foundation)	444 W. Camelback Suite 103 Phoenix, AZ 85013 (Abrams Realty & Management)  9089 Clairemont Mesa Blvd Suite 307 San Diego, CA 92123 (Dewitt Transfer & Storage Co.)
HUB GROUP MID ATLANTIC, LLC Delaware limited liability company #2540499	8600 LaSalle Rd Oxford Bldg Suite 633 Towson, MD 21286 (MIE Properties, Inc.)	None
HUB GROUP NEW ORLEANS, LLC Delaware limited liability company #2540504	427 W. 20th Street Suite 300 Houston, TX 77008 (Heights Medical Tower, Ltd.)	None
HUB GROUP NEW YORK STATE, LLC Delaware limited liability company #2540505	150 Allens Creek Road Rochester, NY 14618 (The Park at Allens Creek LLC)	None
HUB GROUP NEW YORK-NEW JERSEY, LLC Delaware limited liability company #2540507	One Hovchild Plaza 4000 Route 66, 4th Floor Tinton Falls, NJ 07753 (Hovtown, Inc)	None
HUB GROUP NORTH CENTRAL, LLC Delaware limited liability company #2540488	4915 S. Howell Ave 5th Floor Milwaukee, WI 53207-5939 (Towne Realty, Inc)	13786 Frontier Ct. Suite 106 Burnsville, MN 55337 (UHI Commercial Real Estate)

COLUMN 1	COLUMN 2	COLUMN 3
NAME OF DEBTOR (AND STATE OF ORGANIZATION AND ORGANIZATIONAL REGISTRATION NUMBER)	CHIEF EXECUTIVE OFFICE (AND NAME OF LANDLORD AT SUCH LOCATION)	ADDITIONAL PLACES OF BUSINESS AND COLLATERAL LOCATIONS (AND NAME OF AND LANDLORD AT SUCH LOCATIONS)
HUB GROUP OHIO, LLC Delaware limited liability company #2540491	7015 W. Spring Meadows Dr Suite 201 Holland, OH 43528 (Tolson Investments)	None
HUB GROUP PHILADELPHIA, LLC Delaware limited liability company #2540495	None	None
HUB GROUP PITTSBURGH, LLC Delaware limited liability company #2540498	2550 Boyce Plaza Rd Suite 200 Pittsburgh, PA 15241 (Barson Development Co.)	None
HUB GROUP PORTLAND, LLC Delaware limited liability company #2540501	10550 S. W. Allen Blvd Suite 211 Beaverton, OR 97005 (North Pacific Management, Inc.)	12600 S. E. 38th St. Suite 119 Bellevue, WA 98006-5727 (Sterling Realty Organization)
HUB GROUP ST. LOUIS, LLC Delaware limited liability company #2540506	Creve Coeur Corporate Center III 600 Emerson Road Suite 200 Creve Coeur, MO 63141 (Creve Coeur LLC (aka Trammel Crow)	None
HUB GROUP TENNESSEE, LLC Delaware limited liability company #2540510	57 Germantown Ct. Suite 301 Cordova, TN 38018 (Koger Equity, Inc.)	None
HUB CITY TEXAS, L.P. Delaware limited partnership #2540523	427 W. 20th Street Suite 300 Houston, TX 77008 (Heights Medical Tower, Ltd.)	9319 LBJ Suite 120 Dallas, TX 75243 (2.4 For 1, Ltd)
		14110 Transportation Ave. Suite 2 Laredo, TX 78045 (Okary, LLC)
		5400 Mounes Ave. Suite 202 New Orleans, LA 70123 (Hibernia National Bank)
HUB GROUP TRANSPORT, LLC Delaware limited liability company #3451015	377 E. Butterfield Road Lombard, Illinois 60148 (CarrAmerica)	None
HUB GROUP ASSOCIATES, INC. Illinois corporation #53843689	377 E. Butterfield Road Lombard, Illinois 60148 (CarrAmerica)	None
HUB FREIGHT SERVICES, INC. Delaware corporation #2698255	377 E. Butterfield Road Lombard, Illinois 60148 (CarrAmerica)	None

COLUMN 1

COLUMN 2

COLUMN 3

NAME OF DEBTOR (AND STATE OF ORGANIZATION AND ORGANIZATIONAL REGISTRATION NUMBER)

CHIEF EXECUTIVE OFFICE (AND NAME OF LANDLORD AT SUCH LOCATION)

ADDITIONAL PLACES OF BUSINESS AND COLLATERAL LOCATIONS (AND NAME OF AND LANDLORD AT SUCH LOCATIONS)

HUB GROUP DISTRIBUTION SERVICES, LLC  
 Illinois limited liability company  
 #00781649

3250 Arlington Heights Road  
 Suite 300  
 Arlington Heights, IL 60004  
 (South P.W. LLC)

3080 Orchard Lake Road  
 Keego Harbor, MI 48320  
 (Dollar Lake LLC)

HUB HIGHWAY SERVICES  
 Illinois general partnership  
 No Organizational ID Number

377 E. Butterfield Road  
 Lombard, Illinois 60148  
 (CarrAmerica)

None

SCHEDULE B

OTHER NAMES

A. PRIOR LEGAL NAMES

NAME OF DEBTOR	PRIOR LEGAL NAMES
Hub Group, Inc.	None
Hub City Terminals, Inc.	None
Hub Chicago Holdings, Inc.	None
HLX Company, L.L.C.	None
QSSC, Inc.	None
Quality Services, L.L.C.	None
Quality Services of Kansas, L.L.C.	None
Quality Services of New Jersey, L.L.C.	None
Q.S. of Illinois, LLC	Quality Services of Michigan, L.L.C.; Q.S. of Illinois, Inc.
	(Note: QS of Illinois, Inc. merged into Quality Services of Michigan which then changed names to QS of Illinois LLC)
Q.S. of Georgia, L.L.C.	None
Hub Group Alabama, LLC	Hub City Alabama, L.P.
Hub Group Atlanta, LLC	Hub City Atlanta, L.P.
Hub Group Boston, LLC	Hub City Boston, L.P.
Hub Group Canada, LP	Hub City Canada, L.P.; Hub Group Canada, LLC
Hub Group Cleveland, LLC	Hub City Cleveland, L.P.
Hub Group Detroit, LLC	Hub City Detroit, L.P.
Hub Group Florida, LLC	Hub City Florida, L.P.
Hub Group Golden Gate, LLC	Hub City Golden Gate, L.P.

NAME OF DEBTOR

PRIOR LEGAL NAMES

Hub Group Indianapolis, LLC	Hub City Indianapolis, L.P.
Hub Group Kansas City, LLC	Hub City Kansas City, L.P.
Hub Group Los Angeles, LLC	Hub City Los Angeles, L.P.
Hub Group Mid Atlantic, LLC	Hub City Mid Atlantic, L.P.
Hub Group New Orleans, LLC	Hub City New Orleans, L.P.
Hub Group New York State, LLC	Hub City New York State, L.P.
Hub Group New York-New Jersey, LLC	Hub City New York-New Jersey, L.P.
Hub Group North Central, LLC	Hub City North Central, L.P.
Hub Group Ohio, LLC	Hub City Ohio, L.P.
Hub Group Philadelphia, LLC	Hub City Philadelphia, L.P.
Hub Group Pittsburgh, LLC	Hub City Pittsburgh, L.P.
Hub Group Portland, LLC	Hub City Portland, L.P.
Hub Group St. Louis, LLC	Hub City St. Louis, L.P.
Hub Group Tennessee, LLC	Hub City Tennessee, L.P.
Hub City Texas, L.P.	None
Hub Group Transport, LLC	None
Hub Group Associates, Inc.	None
Hub Freight Services, Inc.	None
Hub Group Distribution Services, LLC	Hub Group Distribution Services
Hub Highway Services	None

B. TRADE NAMES

NAME OF DEBTOR

TRADE NAMES

Hub Group, Inc.	Hub Group; Hub Group Supply Chain Solutions; Premier Service Network; Hub Group Expedited Services; Hub Online Services
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NAME OF DEBTOR	TRADE NAMES
Hub City Terminals, Inc.	Hub Chicago
Hub Chicago Holdings, Inc.	None
HLX Company, L.L.C.	None
QSSC, Inc.	None
Quality Services, L.L.C.	None
Quality Services of Kansas, L.L.C.	None
Quality Services of New Jersey, L.L.C.	None
Q.S. of Illinois, LLC	None
Q.S. of Georgia, L.L.C.	None
Hub Group Alabama, LLC	None
Hub Group Atlanta, LLC	None
Hub Group Boston, LLC	None
Hub Group Canada, LP	None
Hub Group Cleveland, LLC	Hub Group Columbus
Hub Group Detroit, LLC	Hub Group Western Michigan
Hub Group Florida, LLC	None
Hub Group Golden Gate, LLC	Hub Group Intermountain
Hub Group Indianapolis, LLC	None
Hub Group Kansas City, LLC	None
Hub Group Los Angeles, LLC	Hub Group San Diego; Hub Group Arizona
Hub Group Mid Atlantic, LLC	None
Hub Group New Orleans, LLC	None
Hub Group New York State, LLC	None
Hub Group New York-New Jersey, LLC	None
Hub Group North Central, LLC	None

NAME OF DEBTOR	TRADE NAMES
Hub Group Ohio, LLC	None
Hub Group Philadelphia, LLC	None
Hub Group Pittsburgh, LLC	None
Hub Group Portland, LLC	Hub Group Seattle
Hub Group St. Louis, LLC	None
Hub Group Tennessee, LLC	None
Hub City Texas, L.P.	None
Hub Group Transport, LLC	None
Hub Group Associates, Inc.	None
Hub Freight Services, Inc.	None
Hub Group Distribution Services, LLC	None
Hub Highway Services	None

SCHEDULE C  
INTELLECTUAL PROPERTY RIGHTS

NAME OF DEBTOR

INTELLECTUAL PROPERTY RIGHTS

	INTELLECTUAL PROPERTY RIGHTS		
	REGISTERED TRADEMARKS	REGISTRATION NUMBER	DATE
Hub Group, Inc.	H (design)	2,033,119	1/21/97
	Hub Group	1,997,149	8/27/96
	Premier Service Network	2,579,075	6/11/02
	Knowledge Driven Logistics	2,151,187	4/14/98
	Hub Online	2,604,197	8/6/02
Hub City Terminals, Inc.		None	
Hub Chicago Holdings, Inc.		None	
HLX Company, L.L.C.		None	
QSSC, Inc.		None	
Quality Services, L.L.C.		None	
Quality Services of Kansas, L.L.C.		None	
Quality Services of New Jersey, L.L.C.		None	
Q.S. of Illinois, LLC		None	
Q.S. of Georgia, L.L.C.		None	
Hub Group Alabama, LLC		None	
Hub Group Atlanta, LLC		None	
Hub Group Boston, LLC		None	
Hub Group Canada, LP		None	
Hub Group Cleveland, LLC		None	
Hub Group Detroit, LLC		None	

## NAME OF DEBTOR

## INTELLECTUAL PROPERTY RIGHTS

Hub Group Florida, LLC	None
Hub Group Golden Gate, LLC	None
Hub Group Indianapolis, LLC	None
Hub Group Kansas City, LLC	None
Hub Group Los Angeles, LLC	None
Hub Group Mid Atlantic, LLC	None
Hub Group New Orleans, LLC	None
Hub Group New York State, LLC	None
Hub Group New York-New Jersey, LLC	None
Hub Group North Central, LLC	None
Hub Group Ohio, LLC	None
Hub Group Philadelphia, LLC	None
Hub Group Pittsburgh, LLC	None
Hub Group Portland, LLC	None
Hub Group St. Louis, LLC	None
Hub Group Tennessee, LLC	None
Hub City Texas, L.P.	None
Hub Group Transport, LLC	None
Hub Group Associates, Inc.	None
Hub Freight Services, Inc.	None
Hub Group Distribution Services, LLC	None
Hub Highway Services	None

SCHEDULE D

REAL ESTATE LEGAL DESCRIPTIONS

None

SCHEDULE E

INVESTMENT PROPERTY AND DEPOSITS

A. INVESTMENT PROPERTY

NAME OF DEBTOR	INVESTMENT PROPERTY (NAME AND PERCENTAGE OF ENTITY OWNED)	
Hub Group, Inc.	HLX Company, L.L.C.	50%
	Hub City Terminals, Inc.	100%
Hub City Terminals, Inc.	Hub City Texas, L.P.	1% (GP)
	Hub Group Alabama, LLC	100%
	Hub Group Atlanta, LLC	100%
	Hub Group Boston, LLC	100%
	Hub Group Canada, LP	99%
	Hub Group Cleveland, LLC	100%
	Hub Group Detroit, LLC	100%
	Hub Group Florida, LLC	100%
	Hub Group Golden Gate, LLC	100%
	Hub Group Indianapolis, LLC	100%
	Hub Group Kansas City, LLC	100%
	Hub Group Los Angeles, LLC	100%
	Hub Group Mid Atlantic, LLC	100%
	Hub Group New Orleans, LLC	100%
	Hub Group New York State, LLC	100%
	Hub Group New York-New Jersey, LLC	100%
	Hub Group North Central, LLC	100%
	Hub Group Ohio, LLC	100%
	Hub Group Philadelphia, LLC	100%
	Hub Group Pittsburgh, LLC	100%
	Hub Group Portland, LLC	100%
	Hub Group St. Louis, LLC	100%
	Hub Group Tennessee, LLC	100%
	HLX Company, L.L.C.	50%
	Hub Chicago Holdings, Inc.	100%
	Hub Group Associates, Inc.	100%
	Hub Group Distribution Services, LLC	100%
	Q.S. of Georgia, L.L.C.	25%
	Q.S. of Illinois, LLC	100%
	QSSC, Inc.	100%
	Quality Services, L.L.C.	25%
	Quality Services of Kansas, L.L.C.	25%
Quality Services of New Jersey, L.L.C.	25%	

NAME OF DEBTOR	INVESTMENT PROPERTY (NAME AND PERCENTAGE OF ENTITY OWNED)	
Hub Chicago Holdings, Inc.	Hub Group Canada, LP Hub City Texas, LP	1% 99%
HLX Company, L.L.C.	None	
QSSC, Inc.	None	
Quality Services, L.L.C.	None	
Quality Services of Kansas, L.L.C.	None	
Quality Services of New Jersey, L.L.C.	None	
Q.S. of Illinois, LLC	None	
Q.S. of Georgia, L.L.C.	None	
Hub Group Alabama, LLC	None	
Hub Group Atlanta, LLC	Quality Services of Georgia, L.L.C.	75%
Hub Group Boston, LLC	None	
Hub Group Canada, LP	None	
Hub Group Cleveland, LLC	None	
Hub Group Detroit, LLC	None	
Hub Group Florida, LLC	None	
Hub Group Golden Gate, LLC	None	
Hub Group Indianapolis, LLC	None	
Hub Group Kansas City, LLC	Quality Services of Kansas, L.L.C.	75%
Hub Group Los Angeles, LLC	None	
Hub Group Mid Atlantic, LLC	None	
Hub Group New Orleans, LLC	None	
Hub Group New York State, LLC	None	
Hub Group New York-New Jersey, LLC	Quality Services of New Jersey, L.L.C.	75%
Hub Group North Central, LLC	None	

NAME OF DEBTOR	INVESTMENT PROPERTY (NAME AND PERCENTAGE OF ENTITY OWNED)	
Hub Group Ohio, LLC	None	
Hub Group Philadelphia, LLC	None	
Hub Group Pittsburgh, LLC	None	
Hub Group Portland, LLC	None	
Hub Group St. Louis, LLC	Quality Services, L.L.C.	75%
Hub Group Tennessee, LLC	None	
Hub City Texas, L.P.	None	
Hub Group Transport, LLC	None	
Hub Group Associates, Inc.	Hub Freight Services, Inc. Hub Group Transport, LLC	100% 100%
Hub Freight Services, Inc.	None	
Hub Group Distribution Services, LLC	None	
Hub Highway Services	None	

B. DEPOSITS

NAME OF DEBTOR	DEPOSITS
Hub Group, Inc.	Harris Bank 111 West Monroe Chicago, IL 60603 Account Number: 292-132-8 Account Number: 292-131-0 (Key Account) Account Number: 292-153-4 (Medical Claims) Account Number: 292-154-2 (Flexible Spend) Bank of Montreal First Canadian Place PO Box 3 Toronto, Ontario M5X 1A3 Account Number: 00021358-149

NAME OF DEBTOR	DEPOSITS
Hub City Terminals, Inc.	Harris Bank 111 West Monroe Chicago, IL 60603 Account Number: 292-294-6 Account Number: 292-295-3
Hub Chicago Holdings, Inc.	None
HLX Company, L.L.C.	Harris Bank 111 West Monroe Chicago, IL 60603 Account Number: 292-133-6 (Payroll Account)
QSSC, Inc.	Harris Bank 111 West Monroe Chicago, IL 60603 Account Number: 292-299-5
Quality Services, L.L.C.	Harris Bank 111 West Monroe Chicago, IL 60603 Account Number: 385-571-5
Quality Services of Kansas, L.L.C.	Harris Bank 111 West Monroe Chicago, IL 60603 Account Number: 385-557-4
Quality Services of New Jersey, L.L.C.	Harris Bank 111 West Monroe Chicago, IL 60603 Account Number: 385-930-3
Q.S. of Illinois, LLC	Harris Bank 111 West Monroe Chicago, IL 60603 Account Number: 385-558-2 Account Number: 385-516-0 (Account is in the name of Q.S. of Illinois, Inc.) Account Number: 385-515-2 (Payroll Account)
Hub Group Alabama, LLC	None
Hub Group Atlanta, LLC	None

NAME OF DEBTOR	DEPOSITS
Hub Group Boston, LLC	Harris Bank 111 West Monroe Chicago, IL 60603 Account Number: 292-150-0
Hub Group Canada, LP	None
Hub Group Cleveland, LLC	None
Hub Group Detroit, LLC	None
Hub Group Florida, LLC	None
Hub Group Golden Gate, LLC	None
Hub Group Indianapolis, LLC	None
Hub Group Kansas City, LLC	Harris Bank 111 West Monroe Chicago, IL 60603 Account Number: 292-143-5
Hub Group Los Angeles, LLC	None
Hub Group Mid Atlantic, LLC	None
Hub Group New Orleans, LLC	None
Hub Group New York State, LLC	None
Hub Group New York-New Jersey, LLC	Harris Bank 111 West Monroe Chicago, IL 60603 Account Number: 292-138-5
Hub Group North Central, LLC	None
Hub Group Ohio, LLC	None
Hub Group Philadelphia, LLC	None

## NAME OF DEBTOR

## DEPOSITS

Hub Group Pittsburgh, LLC	Harris Bank 111 West Monroe Chicago, IL 60603 Account Number: 292-148-4 National City Bank of Pennsylvania 116 Allegheny Center Mall Pittsburgh PA 15212 Account Number 715815662 (Account is in the name of Hub City Pittsburgh LP)
Hub Group Portland, LLC	Harris Bank 111 West Monroe Chicago, IL 60603 Account Number: 292-145-0
Hub Group St. Louis, LLC	Harris Bank 111 West Monroe Chicago, IL 60603 Account Number: 293-291-1
Hub Group Tennessee, LLC	Harris Bank 111 West Monroe Chicago, IL 60603 Account Number: 292-411-6
Hub City Texas, L.P.	Harris Bank 111 West Monroe Chicago, IL 60603 Account Number: 292-423-1 (Grower Pay)
Hub Group Transport, LLC	Harris Bank 111 West Monroe Chicago, IL 60603 Account Number: 292-315-9
Hub Group Associates, Inc.	Harris Bank 111 West Monroe Chicago, IL 60603 Account Number: 292-312-6 Account Number: 292-313-4 (Lockbox Account)
Hub Freight Services, Inc.	None

NAME OF DEBTOR

DEPOSITS

Hub

Group Distribution  
Services, LLC Harris Bank  
111 West Monroe Chicago,  
IL 60603 Account Number:  
292-420-7  
Account Number: 292-430-6 (Payroll Account)

Hub Highway Services

None

SCHEDULE F

COMMERCIAL TORT CLAIMS

NAME OF DEBTOR	COMMERCIAL TORT CLAIMS
Hub Group, Inc.	HUB GROUP, INC. VS. LOCKTON COMPANIES, INC. AND ROANOKE TRADE SERVICES, INC., Case No. 01L 016537 filed in the Circuit Court of Cook County, Illinois. Hub Group, Inc. filed this suit against its insurance brokers to recover defense costs and cargo claims that Hub Group, Inc. paid and contends that such costs and claims should have been defended and paid under its insurance policy procured through the defendants. Hub Group, Inc. alleges breach of contract, breach of fiduciary duty, negligence, negligent misrepresentation and unjust enrichment in its complaint.
Hub City Terminals, Inc.	None
Hub Chicago Holdings, Inc.	None
HLX Company, L.L.C.	None
QSSC, Inc.	None
Quality Services, L.L.C.	None
Quality Services of Kansas, L.L.C.	None
Quality Services of New Jersey, L.L.C.	None
Q.S. of Illinois, LLC	None
Q.S. of Georgia, L.L.C.	None
Hub Group Alabama, LLC	None
Hub Group Atlanta, LLC	None
Hub Group Boston, LLC	None
Hub Group Canada, LP	None
Hub Group Cleveland, LLC	None
Hub Group Detroit, LLC	None
Hub Group Florida, LLC	None
Hub Group Golden Gate, LLC	None
Hub Group Indianapolis, LLC	None

NAME OF DEBTOR	COMMERCIAL TORT CLAIMS
Hub Group Kansas City, LLC	None
Hub Group Los Angeles, LLC	None
Hub Group Mid Atlantic, LLC	None
Hub Group New Orleans, LLC	None
Hub Group New York State, LLC	None
Hub Group New York-New Jersey, LLC	None
Hub Group North Central, LLC	None
Hub Group Ohio, LLC	None
Hub Group Philadelphia, LLC	None
Hub Group Pittsburgh, LLC	None
Hub Group Portland, LLC	None
Hub Group St. Louis, LLC	None
Hub Group Tennessee, LLC	None
Hub City Texas, L.P.	None
Hub Group Transport, LLC	None
Hub Group Associates, Inc.	None
Hub Freight Services, Inc.	None
Hub Group Distribution Services, LLC	None
Hub Highway Services	None

SCHEDULE G

ASSUMPTION AND SUPPLEMENTAL SECURITY AGREEMENT

THIS AGREEMENT dated as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ from [NEW DEBTOR], a \_\_\_\_\_ CORPORATION/LIMITED LIABILITY COMPANY/PARTNERSHIP (the "NEW DEBTOR"), to Harris Trust and Savings Bank ("HTSB"), as collateral agent for the Secured Creditors (defined in the Security Agreement hereinafter identified and defined) (HTSB acting as such agent and any successor or successors to HTSB in such capacity being hereinafter referred to as the "AGENT").

PRELIMINARY STATEMENTS

A. Hub Group, Inc., a Delaware corporation (the "PUBLIC HUB COMPANY"), Hub City Terminals, Inc., a Delaware corporation ("HUB CHICAGO") (the Public Hub Company and Hub Chicago being hereinafter referred to collectively as the "BORROWERS" and individually as a "BORROWER") and certain other parties have executed and delivered to the Agent that certain Security Agreement dated as of \_\_\_\_\_, 2002 (such Security Agreement, as the same may from time to time be amended, modified or restated, including supplements thereto which add additional parties as Debtors thereunder, being hereinafter referred to as the "SECURITY AGREEMENT"), pursuant to which such parties (the "EXISTING DEBTORS") have granted to the Agent for the benefit of the Secured Creditors a lien on and security interest in the Existing Debtors' Collateral (as such term is defined in the Security Agreement) to secure the Secured Obligations (as such term is defined in the Security Agreement).

B. The Borrowers provide the New Debtor with substantial financial, managerial, administrative, and technical support and the New Debtor will benefit, directly and indirectly, from credit and other financial accommodations extended by the Secured Creditors to the Borrowers.

NOW, THEREFORE, FOR VALUE RECEIVED, and in consideration of advances made or to be made, or credit accommodations given or to be given, to the Borrowers by the Secured Creditors from time to time, the New Debtor hereby agrees as follows:

1. The New Debtor acknowledges and agrees that it shall become a "Debtor" party to the Security Agreement effective upon the date the New Debtor's execution of this Agreement and the delivery of this Agreement to the Agent, and that upon such execution and delivery, all references in the Security Agreement to the terms "Debtor" or "Debtors" shall be deemed to include the New Debtor. Without limiting the generality of the foregoing, the New Debtor hereby repeats and reaffirms all grants (including the grant of a lien and security interest), covenants, agreements, representations, and warranties contained in the Security Agreement as amended hereby, each and all of which are and shall remain applicable to the Collateral from time to time owned by the New Debtor or in which the New Debtor from time to time has any rights. Without limiting the foregoing, in order to secure payment of the Secured Obligations, whether now existing or hereafter arising, the New Debtor does hereby grant to the Agent for

the benefit of the Secured Creditors, and hereby agrees that the Agent has and shall continue to have for the benefit of the Secured Creditors a continuing lien on and security interest in, among other things, all of the New Debtor's Collateral (as such term is defined in the Security Agreement), including, without limitation, all of the New Debtor's Accounts, Chattel Paper, Instruments, Documents, General Intangibles Letter-of-Credit Rights, Supporting Obligations, Deposit Accounts, Investment Property, Inventory, Equipment, Fixtures, Commercial Tort Claims, and all of the other Collateral described in Section 2 of the Security Agreement, each and all of such granting clauses being incorporated herein by reference with the same force and effect as if set forth herein in their entirety except that all references in such clauses to the Existing Debtors or any of them shall be deemed to include references to the New Debtor. Nothing contained herein shall in any manner impair the priority of the liens and security interests heretofore granted in favor of the Agent under the Security Agreement.

2. Schedules A (Locations), Schedule B (Other Names), Schedule C (Intellectual Property Rights), Schedule D (Real Estate), Schedule E (Investment Property and Deposits), and Schedule F (Commercial Tort Claims) to the Security Agreement shall be supplemented by the information stated below with respect to the New Debtor:

SUPPLEMENT TO SCHEDULE A

NAME OF DEBTOR (AND STATE OF ORGANIZATION AND ORGANIZATIONAL REGISTRATION NUMBER)	CHIEF EXECUTIVE OFFICE (AND NAME OF RECORD OWNER OF SUCH LOCATION)	ADDITIONAL PLACES OF BUSINESS AND COLLATERAL LOCATIONS (AND NAME OF RECORD OWNER OF SUCH LOCATIONS)
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SUPPLEMENT TO SCHEDULE B

NAME OF DEBTOR	PRIOR LEGAL NAMES AND TRADE NAMES OF SUCH DEBTOR
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SUPPLEMENT TO SCHEDULE C

INTELLECTUAL PROPERTY RIGHTS  
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SUPPLEMENT TO SCHEDULE D

REAL ESTATE LEGAL DESCRIPTIONS

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SUPPLEMENT TO SCHEDULE E

INVESTMENT PROPERTY AND DEPOSITS

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SUPPLEMENT TO SCHEDULE F

COMMERCIAL TORT CLAIMS

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3. The New Debtor hereby acknowledges and agrees that the Secured Obligations are secured by all of its Collateral according to, and otherwise on and subject to, the terms and conditions of the Security Agreement to the same extent and with the same force and effect as if the New Debtor had originally been one of the Existing Debtors under the Security Agreement and had originally executed the same as such an Existing Debtor.

4. All capitalized terms used in this Agreement without definition shall have the same meaning herein as such terms have in the Security Agreement, except that any reference to the term "Debtor" or "Debtors" and any provision of the Security Agreement providing meaning to such term shall be deemed a reference to the Existing Debtors and the New Debtor. Except as specifically modified hereby, all of the terms and conditions of the Security Agreement shall stand and remain unchanged and in full force and effect.

5. The New Debtor agrees to execute and deliver such further instruments and documents and do such further acts and things as the Agent may reasonably deem necessary or proper to carry out more effectively the purposes of this Agreement.

6. No reference to this Agreement need be made in the Security Agreement or in any other document or instrument making reference to the Security Agreement, any reference to the Security Agreement in any of such to be deemed a reference to the Security Agreement as modified hereby.

7. This Agreement shall be governed by and construed in accordance with the State of Illinois (without regard to principles of conflicts of law).

[INSERT NAME OF NEW DEBTOR]

By  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Accepted and agreed to as of the date first above written.

HARRIS TRUST AND SAVINGS BANK, as Agent

By  
Name \_\_\_\_\_  
Title \_\_\_\_\_

SCHEDULE H

SUPPLEMENTAL SECURITY AGREEMENT

THIS AGREEMENT (this "AGREEMENT") dated as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ from [DEBTOR], a \_\_\_\_\_ CORPORATION/LIMITED LIABILITY COMPANY/PARTNERSHIP (the "DEBTOR"), to Harris Trust and Savings Bank ("HTSB "), as collateral agent for the Secured Creditors (defined in the Security Agreement hereinafter identified and defined) (HTSB acting as such agent and any successor or successors to HTSB in such capacity being hereinafter referred to as the "AGENT").

PRELIMINARY STATEMENTS

A. Hub Group, Inc., a Delaware corporation (the "PUBLIC HUB COMPANY"), Hub City Terminals, Inc., a Delaware corporation ("HUB CHICAGO") (the Public Hub Company and Hub Chicago being hereinafter referred to collectively as the "BORROWERS" and individually as a "BORROWER") and certain other parties have executed and delivered to the Agent that certain Security Agreement dated as of \_\_\_\_\_, 2002 (such Security Agreement, as the same may from time to time be amended, modified or restated, being hereinafter referred to as the "SECURITY AGREEMENT"), pursuant to which such parties have granted to the Agent for the benefit of the Secured Creditors a lien on and security interest in the Collateral to secure the Secured Obligations (as such term is defined in the Security Agreement).

B. Pursuant to the Security Agreement, the Debtor granted to the Agent, among other things, a continuing security interest in all Commercial Tort Claims.

C. The Debtor has acquired a Commercial Tort Claim, and executes and delivers this Agreement to confirm and assure the Agent's security interest therein.

NOW, THEREFORE, FOR VALUE RECEIVED, and in consideration of advances made or to be made, or credit accommodations given or to be given, to the Borrowers by the Secured Creditors from time to time, the Debtor hereby agrees as follows:

1. In order to secure payment of the Secured Obligations, whether now existing or hereafter arising, the Debtor does hereby grant to the Agent for the benefit of the Secured Creditors, and hereby agrees that the Agent has and shall continue to have for the benefit of the Secured Creditors a continuing lien on and security interest in the Commercial Tort Claim described below:

(Insert description of the Commercial Tort Claim by referring to a specific incident giving rise to the claim)

2. Schedule F (Commercial Tort Claims) to the Security Agreement is hereby amended to include reference to the Commercial Tort Claim referred to in Section 1 above. The Commercial Tort Claim described herein is in addition to, and not in substitution or replacement for, the Commercial Tort Claims

heretofore described in and subject to the Security Agreement, and nothing contained herein shall in any manner impair the priority of the liens and security interests heretofore granted by the Debtor in favor of the Agent under the Security Agreement.

3. All capitalized terms used in this Agreement without definition shall have the same meaning herein as such terms have in the Security Agreement, except that any reference to the term "Collateral" and any provision of the Security Agreement providing meaning to such term shall be deemed to include the Commercial Tort Claim referred to in Section 1 above. Except as specifically modified hereby, all of the terms and conditions of the Security Agreement shall stand and remain unchanged and in full force and effect.

4. The Debtor agrees to execute and deliver such further instruments and documents and do such further acts and things as the Agent may reasonably deem necessary or proper to carry out more effectively the purposes of this Agreement.

5. No reference to this Agreement need be made in the Security Agreement or in any other document or instrument making reference to the Security Agreement, any reference to the Security Agreement in any of such to be deemed a reference to the Security Agreement as modified hereby.

6. The Debtor acknowledges that this Agreement shall be effective upon its execution and delivery by the Debtor to the Agent, and it shall not be necessary for the Agent to execute this Agreement or any other acceptance hereof or otherwise to signify or express its acceptance hereof.

7. This Agreement shall be governed by and construed in accordance with the State of Illinois (without regard to principles of conflicts of law).

[INSERT NAME OF DEBTOR]

By  
Name \_\_\_\_\_  
Title \_\_\_\_\_



Certification Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

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The following statement is provided by the undersigned to accompany the Quarterly Report on Form 10-Q for the quarter ended September 30, 2002 of Hub Group, Inc. pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. 1350) and shall not be deemed filed pursuant to any provision of the Exchange Act of 1934 or any other securities law.

Each of the undersigned certifies that the foregoing Report on Form 10-Q fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934 (15 U.S.C. 78m) and that the information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of Hub Group, Inc.

/s/David P. Yeager\_\_\_\_\_

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David P. Yeager  
Chief Executive Officer  
Hub Group, Inc.

/s/Thomas M. White\_\_\_\_\_

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Thomas M. White  
Chief Financial Officer  
Hub Group, Inc.