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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 OR 15(d)
of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): November 25, 2026

HUB GROUP, INC.
(Exact name of registrant as specified in its charter)

Delaware	**0-27754**	**36-4007085**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(I.R.S. Employer Identification No.)**

2001 Hub Group Way	
Oak Brook, Illinois	**60523**
(Address of principal executive offices)	**(Zip Code)**

Registrant's telephone number, including area code: (630) 271-3600

NOT APPLICABLE
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

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

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

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

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock	HUBG	NASDAQ

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

Emerging growth company ☐

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

Item 1.01. Entry into a Material Definitive Agreement.

On November 25, 2026, Hub Group, Inc. (the "Company") entered into a Fourth Amendment to Credit Agreement (the "Amendment"), which further amended that certain Credit Agreement, dated as of June 20, 2025 (as amended, the "Credit Agreement"), among the Company, the guarantors party thereto, the lenders party thereto and Bank of Montreal, as administrative agent (the "Administrative Agent"). Pursuant to the Amendment, (i) the deadline for the Company to deliver its unaudited financial statements for the quarters ended March 31, 2026, June 30, 2026 and September 30, 2026 and its audited financial statements for the year ended December 31, 2025 (collectively, the "Outstanding Financial Statements") was extended to January 31, 2027; (ii) the existing add-back in the definition of "EBITDA" (as defined in the Credit Agreement) for expenses incurred in connection with the events and circumstances disclosed in the Company's Current Reports on Form 8-K filed with the Securities and Exchange Commission on February 5, 2026 and May 12, 2026 or otherwise related to the Company's restatement of its financial statements for the years ended December 31, 2024 and 2023 was amended to apply to such expenses incurred prior to July 1, 2027 that are approved in writing by the Administrative Agent; and (iii) certain provisions of the Credit Agreement were amended to provide that until the Outstanding Financial Statements are delivered, (a) the Applicable Margin (as defined in the Credit Agreement) shall be fixed at the Level III rates per annum set forth in the definition of Applicable Margin in the Credit Agreement and (b) for any Borrowing (as defined in the Credit Agreement), the Company must represent that it is in pro forma compliance with the Maximum Total Net Leverage Ratio covenant set forth in Section 8.15(a) of the Credit Agreement.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Fourth Amendment to Credit Agreement, dated as of November 25, 2026, among the Company, the guarantors signatory thereto, the required lenders signatory thereto and Bank of Montreal, as administrative agent.
104	The cover page from this Current Report on Form 8-K, formatted in Inline XBRL.

SIGNATURES

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

Hub Group, Inc.

Date: November 25, 2026

By: /s/ Eric A. Braun
Name: Eric A. Braun
Title: Executive Vice President, Chief Legal Officer and Corporate Secretary

Exhibit 10.1

EXECUTION VERSION

FOURTH AMENDMENT TO CREDIT AGREEMENT

This FOURTH AMENDMENT TO CREDIT AGREEMENT (this *"Amendment"*) is entered into as of November 25, 2026 among HUB GROUP, INC., a Delaware corporation (the *"Borrower"*), the Guarantors signatory hereto, the Required Lenders signatory hereto, and BANK OF MONTREAL, a Canadian chartered bank acting through its Chicago branch (*"Administrative Agent"*), as Administrative Agent, Swingline Lender and a L/C Issuer as provided herein.

PRELIMINARY STATEMENTS

A. The Borrower, the Guarantors party thereto, the Lenders party thereto and the Administrative Agent, Swingline Lender and L/C Issuer entered into that certain Credit Agreement, dated as of June 20, 2025 (as amended by that certain First Amendment to Credit Agreement and Waiver, dated as of March 23, 2026 (the *"First Amendment"*), that certain Second Amendment to Credit Agreement and Waiver, dated as of June 12, 2026 (the *"Second Amendment"*) and that certain Third Amendment to Credit Agreement, dated as of September 11, 2026 (the *"Third Amendment"*), and as may be further amended, restated, supplemented or otherwise modified, the *"Credit Agreement"*). All capitalized terms used herein without definition shall have the same meanings herein as such terms have in the Credit Agreement, the First Amendment, the Second Amendment and the Third Amendment, as applicable.

B. The Borrower has requested that the Required Lenders agree that (i) the required delivery date under Section 8.4(a) of the Credit Agreement for the quarterly unaudited financial statements for the fiscal quarters ended March 31, 2026, June 30, 2026, and September 30, 2026 be amended to require delivery thereof by January 31, 2027 and (ii) the required delivery date under Section 8.4(b) of the Credit Agreement for the annual audited financial statements for the annual accounting period of the Borrower ending December 31, 2025 be amended to require delivery thereof by January 31, 2027 (collectively, the *"Extended Financial Statements Delivery Dates"*).

C. The Borrower has requested that the Required Lenders consent to, and the Required Lenders will so consent on the terms of this Amendment to, (i) the Extended Financial Statements Delivery Dates and (ii) certain other modifications to the Credit Agreement.

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

SECTION 1. AMENDMENTS TO CREDIT AGREEMENT.

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:

1.1. Section 1.1 of the Credit Agreement shall be and hereby is amended to insert the following definitions therein in proper alphabetical order to read as follows:

"Fourth Amendment Effective Date" means November 25, 2026.

"Outstanding Financial Statements" means, collectively, the quarterly unaudited financial statements for the fiscal quarters ended March 31, 2026, June 30, 2026, and September 30, 2026 and the annual audited financial statements for the annual accounting period of the Borrower ending December 31, 2025.

1.2. Section 1.1 of the Credit Agreement shall be and hereby is further amended to delete the defined term "2026 Expenses" and insert the following new defined term *"Restatement Expenses"* in proper alphabetical order:

"*Restatement Expenses*" means costs, fees, and expenses incurred in connection with or arising out of matters related to the circumstances and events described in the 8-K Disclosures, the May 8-K Disclosures or otherwise related to the Restated Financial Statements.

1.3. Section 1.1 of the Credit Agreement shall be and hereby is further amended to insert the following sentence at the end of the defined term "Applicable Margin":

Notwithstanding anything to the contrary included herein, from the Fourth Amendment Effective Date until delivery of all Outstanding Financial Statements by the Borrower, the Applicable Margin shall be the rates per annum shown opposite Level III above.

1.4. Section 1.1 of the Credit Agreement shall be and hereby is further amended to amend and restate in its entirety the definition of "EBITDA" set forth therein to read as follows:

"EBITDA" means, with reference to any four-fiscal quarter period (the "*Test Period*"), Net Income for the Test Period plus all amounts deducted in arriving at such Net Income amount in respect of (without duplication) (i) Interest Expense for such Test Period, *plus* (ii) taxes (including federal, state and local income taxes) of the Hub Group for such Test Period, *plus* (iii) all amounts properly charged for depreciation and amortization during such Test Period on the books of the Hub Group, *plus* (iv) adjustments for non-cash stock-based compensation, *plus* (v) non-cash charges (except to the extent such non-cash charges are reserved for cash charges to be taken in the future), *plus* (vi) cash charges for transaction fees, costs and expenses relating to the closing of this Agreement, Permitted Acquisitions, and dispositions of Property permitted by Section 8.8(b), *plus* (vii) Restatement Expenses incurred prior to July 1, 2027 that are approved in writing (which may be by email) by the Administrative Agent, *plus* (viii) add backs consented to by the Administrative Agent so long as such add-backs do not account for more than 10% of EBITDA, *plus* (ix) add-backs that (1) are factually supportable and made in accordance with Regulation S-X under the Securities Act of 1933 or (2) represent demonstrable cost-savings and operating expense reductions that relate to Permitted Acquisitions or dispositions of assets or are reasonably anticipated by the Borrower to be achieved in connection with such Permitted Acquisition or disposition within the 12-month period following the consummation thereof, which the Borrower determines in good faith are reasonable and which are so set forth in

a certificate of a financial officer of the Borrower delivered to the Administrative Agent*, provided* that amounts added back pursuant to this subclause (2) shall be permitted only to the extent the aggregate additions under subclauses (1) and (2) for such period do not exceed 10% of the amount which could have been included in EBITDA in the absence of the adjustment under this clause (ix). EBITDA shall be calculated on a *pro forma* basis to give effect to any Permitted Acquisition consummated at any time on or after the first day of a Test Period thereof as if each such Permitted Acquisition had been effected on the first day of such Test Period, including cash and non-cash adjustments (including transaction fees and expenses).

1.5. Section 6 of the Credit Agreement shall be and hereby is amended to insert a new Section 6.24 in the proper numerical order to read as follows:

Solely with respect to any Borrowing on or after the Fourth Amendment Effective Date and prior to the date on which the Outstanding Financial Statements have been delivered to the Administrative Agent pursuant to Section 8.4, as of the date of any Borrowing hereunder, the Borrower (i) reasonably believes in good faith that based solely on the Borrower's internally prepared financial statements for the fiscal quarter ending September 30, 2026, the Hub Group is in compliance with the Total Net Leverage Ratio set forth in Section 8.15(a) (after giving effect to any Acquisition Holiday) calculated on a *pro forma* basis using Total Funded Debt as of the Borrowing date determined after giving effect to such Borrowing and (ii) has attached to the Notice of Borrowing for such Borrowing a *pro forma* calculation of the Total Net Leverage Ratio described in *clause (i)* above.

1.6. Section 8.4(a) of the Credit Agreement shall be and hereby is amended and restated in its entirety to read as follows:

(a) as soon as available, and in any event within 45 days after the close of the first three fiscal quarters of each fiscal year of the Borrower (or, in the case of the fiscal quarters ending March 31, 2026, June 30, 2026 and September 30, 2026, on or before January 31, 2027), a copy of the consolidated balance sheet of the Hub Group as of the last day of such period and the consolidated statements of income, retained earnings and cash flows of the Hub Group for the quarter and the fiscal year-to-date period then ended, each in reasonable detail showing in comparative form the figures for the corresponding date and period in the previous fiscal year, prepared by the Borrower in accordance with GAAP and certified by its president or chief financial officer;

1.7. Section 8.4(b) of the Credit Agreement shall be and hereby is amended and restated in its entirety to read as follows:

(b) as soon as available, and in any event within 90 days after the close of each annual accounting period of the Borrower (or on or before January 31, 2027 with respect to the annual accounting period of the Borrower ending December 31, 2025), a copy of the consolidated balance sheet of the Hub Group as of the close of

such period and the consolidated statements of income, retained earnings and cash flows of the Hub Group for such period, and accompanying notes thereto, each in reasonable detail showing in comparative form the figures for the previous fiscal year, accompanied by an audit report thereon of Ernst & Young LLP or another firm of independent public accountants of recognized national standing, to the effect that the consolidated financial statements have been prepared in accordance with GAAP and present fairly in all material respects in accordance with GAAP the consolidated financial condition of the Hub Group as of the close of such fiscal year and the results of its operations and cash flows for the fiscal year then ended and that an examination of such accounts in connection with such consolidated financial statements has been made in accordance with generally accepted auditing standards and, accordingly, such examination included such tests of the accounting records and such other auditing procedures as were considered necessary in the circumstances;

SECTION 2. CONDITIONS PRECEDENT.

The effectiveness of this Amendment is subject to receipt by the Administrative Agent of a fully executed copy of this Amendment by the Borrower, the Guarantors, the Administrative Agent and the Required Lenders.

SECTION 3. REPRESENTATIONS.

In order to induce the Administrative Agent and Required Lenders to execute and deliver this Amendment, the Borrower hereby represents and warrants to the Administrative Agent and the Lenders as of the date hereof that, after giving effect to this Amendment and subject to the 8-K Disclosures and the May 8-K Disclosures (a) the representations and warranties set forth in Section 6 of the Credit Agreement and in the other Loan Documents are and shall be and remain true and correct in all material respects, except to the extent the same expressly relate to an earlier date, in which case they shall be true and correct in all material respects (where not already qualified by materiality, otherwise in all respects) as of such earlier date and (b) no Default or Event of Default has occurred and is continuing under the Credit Agreement or shall result after giving effect to this Amendment.

SECTION 4. MISCELLANEOUS.

4.1. Except as specifically amended herein, the Credit Agreement, including, without limitation, the Guarantees set forth in Section 12 thereof, shall continue in full force and effect in accordance with their respective original terms. Reference to this specific Amendment need not be made in the Credit Agreement, the Note, 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 amended hereby. This Amendment is a Loan Document.

4.2. Pursuant to Section 13.4 of the Credit Agreement, the Borrower agrees to pay promptly following written demand all reasonable and documented out-of-pocket costs and expenses of or incurred by the Administrative Agent in connection with the negotiation, preparation, execution and delivery of this Amendment.

4.3. This Amendment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or in electronic (e.g., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Amendment. The words "execution," "signed," "signature," and words of like import in this Amendment shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the Illinois State Electronic Commerce Security Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

4.4. The provisions of Sections 13.17 and 13.18 of the Credit Agreement are incorporated herein *mutatis mutandis*.

[SIGNATURE PAGE FOLLOWS.]

This FOURTH AMENDMENT TO CREDIT AGREEMENT is entered into as of the date and year first above written.

"Borrower"

HUB GROUP, INC.

By: /s/ Todd Heeter
Name: Todd Heeter
Title : Chief Financial Officer

"Guarantors"

HUB CITY TERMINALS, LLC

By: /s/ Todd Heeter
Name: Todd Heeter
Title : Chief Financial Officer

HUB GROUP TRUCKING, LLC

By: /s/ Todd Heeter
Name: Todd Heeter
Title : Chief Financial Officer

HUB GROUP FINAL MILE, LLC

By: /s/ Todd Heeter
Name: Todd Heeter
Title : Chief Financial Officer

HUB GROUP DEDICATED, LLC

By: /s/ Todd Heeter
Name: Todd Heeter
Title : Chief Financial Officer

CHOPTANK TRANSPORT, LLC

By: /s/ Todd Heeter
Name: Todd Heeter
Title: Chief Financial Officer

"Administrative Agent, Swingline Lender and a L/C Issuer"

BANK OF MONTREAL, as a L/C Issuer, Swingline Lender and as Administrative Agent

By: /s/ William Thomson
Name: William Thomson
Title: Managing Director

"Lenders"

BANK OF MONTREAl, as a Lender

By: /s/ William Thomson
Name: William Thomson
Title: Managing Director

THE HUNTINGTON NATIONAL BANK, as a Lender

By: /s/ Brent Walser
Name: Brent Walser
Title: Managing Director

KEYBANK NATIONAL ASSOCIATION, as a Lender

By: /s/ Brian P. Fox
Name: Brian P. Fox
Title: Senior Vice President

PNC BANK, NATIONAL ASSOCIATION, as a Lender

By: /s/ Robert G. Stevens
Name: Robert G. Stevens
Title: Vice President

BANK OF AMERICA, N,A., as a Lender

By: /s/ Robert L. Knowles
Name: Robert L. Knowles
Title: Senior Vice President