

---

**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): December 30, 2024

**FORWARD AIR CORPORATION**

(Exact name of registrant as specified in its charter)

TN

(State or other jurisdiction of incorporation)

62-1120025

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

**1915 Snapps Ferry Road    Building N    Greeneville    TN**

**37745**

(Address of principal executive offices)

(Zip Code)

**000-22490**

(Commission File Number)

Registrant's telephone number, including area code: **(423) 636-7000**

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
Common Stock, \$0.01 par value	FWRD	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.

---

## **SECTION 1. REGISTRANT'S BUSINESS AND OPERATIONS.**

### **Item 1.01. Entry into a Material Definitive Agreement.**

On December 30, 2024, Clue Opco LLC (the "Borrower"), a subsidiary of Forward Air Corporation (the "Company"), the revolving lenders party thereto and Citibank, N.A., as administrative agent and collateral agent, entered into Amendment No. 3 ("Amendment No. 3") to the Credit Agreement, dated as of December 19, 2023 (as amended, supplemented or otherwise modified prior to the date of Amendment No. 3, the "Credit Agreement").

Amendment No. 3 amends the Credit Agreement to:

- modify the financial performance covenant by increasing the maximum consolidated first lien net leverage ratio to 6.75:1.00 for the quarters ending December 31, 2024 through and including September 30, 2025, which steps down by 0.25x for each of the next five quarters through December 31, 2026 and is thereafter maintained at 5.50:1.00;
- reduce the revolving credit commitments available under the Credit Agreement from an aggregate amount of \$340,000,000 to an aggregate amount of \$300,000,000;
- potential to reduce the revolving credit facility by another \$50,000,000 to \$250,000,000 if the consolidated first lien net leverage ratio exceeds 6.50:1.00 for any quarter starting in the first quarter of 2025, unless the Company makes a prepayment of its Term B loans in an aggregate amount of at least \$50,000,000, at which time such reduction provision will be nullified for future periods;
- restrict the Borrower's ability to make certain restricted payments, unless its consolidated total net leverage ratio is less than 4.00:1.00; and
- include an anti-cash hoarding covenant, which will be effective only during the period from the closing date of Amendment No. 3 through December 31, 2026, requiring Borrower to prepay the revolving credit loans if it has more than \$120 million of unrestricted cash on the last day of each calendar month in which revolving credit loans are outstanding or on the day that is five business days after the date of any borrowing of a revolving credit loan.

The proceeds from the Credit Agreement may be used for working capital and general corporate purposes. The primary purpose of Amendment No. 3 is to provide the Company with additional financial flexibility to fund any future growth opportunities in support of the Company's long-term strategy.

From time to time, the financial institutions party to the Credit Agreement or their affiliates have performed, and may in the future perform, various commercial banking, investment banking and other financial advisory services for the Company and its affiliates for which they have received, and will receive, customary fees and expenses.

The description of the Amendment No. 3 does not purport to be complete and is qualified in its entirety by reference to the full text of such agreement, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated by reference herein.

## **SECTION 2. FINANCIAL INFORMATION.**

### **Item 2.02. Results of Operations and Financial Condition.**

On January 6, 2025, the Company issued a press release to reaffirm the Company's previously issued financial guidance for the fiscal year ended December 31, 2024. A copy of the press release is attached as Exhibit 99.1 to this Current Report on Form 8-K and incorporated herein by reference.

The information furnished pursuant to Items 2.02 and 9.01, including Exhibit 99.1, shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities under that Section, and shall not be deemed to be incorporated by reference into any filing of the Company under the Securities Act of 1933, as amended, or the Exchange Act (the "Securities Act").

---

## SECTION 7 – REGULATION FD.

### Item 7.01. Regulation FD Disclosure.

On January 6, 2025, the Company issued a press release announcing (1) a review by its Board of Directors of strategic alternatives to maximize shareholder value, (2) the amendment of the Credit Agreement, (3) the implementation of the initial phase of the Company’s transformation strategy, and (4) a reaffirmation of the Company’s previously issued financial guidance for the fiscal year ended December 31, 2024. A copy of the press release is furnished as Exhibit 99.1 hereto and is incorporated herein by reference.

The information in Item 7.01 of this Current Report on Form 8-K, including Exhibit 99.1 attached hereto, is being furnished to the SEC and shall not be deemed “filed” for purposes of Section 18 of the Exchange Act, or otherwise subject to the liabilities of that section. This information shall not be deemed to be incorporated by reference in any filing under the Securities or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing.

## SECTION 9. FINANCIAL STATEMENTS AND EXHIBITS.

### Item 9.01. Financial Statements and Exhibits.

(d) Exhibits. The following exhibits are being furnished as part of this Report.

<u>No.</u>	<u>Exhibit</u>
<u>10.1*</u>	<u><a href="#">Amendment No. 3, dated as of December 30, 2024, by and among Clue Opco LLC, the revolving lenders party thereto and Citibank, N.A.</a></u>
<u>99.1</u>	<u><a href="#">Press Release of Forward Air Corporation, dated January 6, 2025</a></u>
104	Cover Page Interactive File (the cover page tags are embedded within the Inline XBRL document)

\*Schedules omitted pursuant to Item 601(a)(5) of Regulation S-K. Forward Air Corporation agrees to furnish supplementally a copy of any omitted schedule to the Securities and Exchange Commission upon request

---

**SIGNATURE**

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.

**FORWARD AIR CORPORATION**

Date: January 6, 2025

By: /s/ Shawn Stewart  
Name: Shawn Stewart  
Title: Chief Executive Officer

AMENDMENT NO. 3, dated as of December 30, 2024 (this "Amendment"), relating to the CREDIT AGREEMENT dated as of December 19, 2023 (as amended, supplemented or otherwise modified prior to the date hereof, the "Credit Agreement" and the Credit Agreement as amended by this Amendment, the "Amended Credit Agreement"), among CLUE OPCO LLC, a Delaware limited liability company (as successor by merger to GN Loanco, LLC) ("Borrower"), the Credit Parties signatory thereto from time to time, the Lenders signatory thereto from time to time and CITIBANK, N.A., as administrative agent and collateral agent for the Lenders and L/C Issuers (together, with any permitted successors in such capacity, "Agent").

WHEREAS Borrower has requested certain provisions of the Credit Agreement be amended as set forth herein;

WHEREAS the Revolving Lenders party hereto (who constitute the Requisite Revolving Lenders) are willing to consent to such amendments to the Credit Agreement on the terms and subject to the conditions set forth herein; and

WHEREAS, Citibank, N.A., has agreed to act as lead arranger and bookrunner for this Amendment (the "Amendment No. 3 Arranger");

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Defined Terms. Capitalized terms used and not defined herein shall have the meanings assigned to such terms in the Credit Agreement. The rules of construction and interpretation set forth in Sections 1.2 and 1.3 of the Credit Agreement are hereby incorporated by reference herein, mutatis mutandis.

SECTION 2. Amendments to Credit Agreement. Upon the Amendment No. 3 Effective Date (as defined below):

(a) Section 1.1 of the Credit Agreement is hereby amended by inserting the following defined terms in the appropriate alphabetical order therein:

"Amendment No. 3" means Amendment No. 3 to this Agreement, dated as of December 30, 2024, among Borrower, Agent and the Revolving Lenders signatory thereto.

"Amendment No. 3 Effective Date" has the meaning ascribed to it in Amendment No. 3.

"Covenant Relief Period" means the period from the Amendment No. 3 Effective Date through December 31, 2026.

(b) The portion of Schedule B to the Credit Agreement that is set forth under the heading "Revolving Credit Commitments" is hereby amended and replaced in its entirety with the table attached hereto as Schedule I.

(c) If the Consolidated First Lien Net Leverage Ratio as of the last day of any

(c) If the Consolidated Total Debt to EBITDA Ratio as of the last day of any fiscal quarter (commencing with the fiscal quarter ending March 31, 2025), as set forth in the

---

Compliance Certificate for such quarter delivered pursuant to Section 5.1(a) of the Amended Credit Agreement, exceeds 6.50 to 1.00, the aggregate Revolving Credit Commitments of the Revolving Lenders shall automatically be reduced (on a ratable basis) to \$250,000,000 unless the Borrower shall have, from and after the Amendment No. 3 Effective Date and on or prior to the date of delivery of any such Compliance Certificate that would result in such reduction, prepaid the Term B Loans (other than to the extent funded with proceeds of Revolving Credit Loans or other Consolidated First Lien Indebtedness) in an aggregate amount of at least \$50,000,000 (it being understood and agreed, for the avoidance of doubt, that upon one or more prepayments of the Term B Loans in such aggregate amount this clause (c) shall have no further force or effect).

(d) Section 3.3 of the Credit Agreement is hereby amended to by inserting the following clause immediately following clause (c) thereof:

(d) solely with respect to any borrowing of Revolving Credit Loans during the Covenant Relief Period, the Consolidated Cash Balance (as defined in Amendment No. 3) would exceed \$120,000,000 after giving pro forma effect to such borrowing of Revolving Credit Loans and the application of the proceeds thereof.

(e) Section 7.12(a) of the Credit Agreement is hereby amended to read as follows:

(a) With respect to the Revolving Credit Facility only, Borrower shall not permit the Consolidated First Lien Net Leverage Ratio as of the last day of any fiscal quarter (commencing with the first full fiscal quarter of Borrower ending after the Escrow Release Date) to be greater than the ratio set forth in the table below corresponding to such date:

Calendar Year	March 31	June 30	September 30	December 31
2024	N/A	6.00 to 1.00	6.00 to 1.00	6.75 to 1.00
2025	6.75 to 1.00	6.75 to 1.00	6.75 to 1.00	6.50 to 1.00
2026	6.25 to 1.00	6.00 to 1.00	5.75 to 1.00	5.50 to 1.00
thereafter	5.50 to 1.00	5.50 to 1.00	5.50 to 1.00	5.50 to 1.00

### SECTION 3. Covenants.

(a) Borrower covenants and agrees, for the benefit of the Revolving Lenders only (and Agent on their behalf), that Borrower shall not, and shall not permit any Restricted Subsidiary to, make any Restricted Payment that is otherwise permitted by satisfaction of subclauses (A) through (C) of Section 7.2(a) of the Credit Agreement or by Section 7.2(b)(ix) of the Credit Agreement unless the Consolidated Total Net Leverage Ratio of Borrower for the most recently ended four full Fiscal Quarters for which internal financial statements are available, determined on a pro forma basis, is less than 4.00 to 1.00; provided that the covenant in this Section 3(a) shall be deemed to be part of the Financial Performance Covenant under Section 7.12 of the Amended Credit Agreement for all purposes, including for purposes of Article 9 and Section 12.2 of the Amended Credit Agreement; provided, further, that for purposes of calculating the





Consolidated Total Net Leverage Ratio with respect to this Section 3(a), the definitions of “Consolidated Total Net Leverage Ratio” and “EBITDA” shall be modified as set forth below:

(i) The first paragraph of the definition of “Consolidated Total Net Leverage Ratio” in Section 1.1 shall read as follows:

“Consolidated Total Net Leverage Ratio” means, with respect to any Person, at any date, the ratio of (i) Consolidated Total Indebtedness of such Person and its Restricted Subsidiaries as of such date of calculation (determined on a consolidated basis in accordance with GAAP) less the amount of cash and Cash Equivalents held by such Person and its Domestic Subsidiaries that do not constitute Restricted Cash held by such Person and its Domestic Subsidiaries as of the end of the most recent Fiscal Quarter ending prior to the date of determination for which internal financial statements of such Person are available to (ii) EBITDA of such Person for the four full fiscal quarters for which internal financial statements of such Person are available immediately preceding such date of calculation.

(ii) The fourth paragraph of the definition of “Consolidated Total Net Leverage Ratio” in Section 1.1 shall read as follows:

For purposes of this definition, whenever pro forma effect is to be given to any pro forma event, the pro forma calculations shall be made in good faith by a responsible financial or accounting officer of Borrower. Any such pro forma calculation may include adjustments appropriate, in the reasonable good faith determination of Borrower, to reflect operating expense reductions, cost synergies and other operating improvements reasonably expected to result from the applicable event within 18 months of the date the applicable event is consummated.

(iii) Clause (9) of the definition of “EBITDA” in Section 1.1 shall read as follows:

the amount of net cost savings, cost synergies and operating improvements projected by Borrower in good faith to be realized within eighteen months following the date of any operational changes, business realignment projects or initiatives, restructurings or reorganizations which have been or are intended to be initiated (other than those operational changes, business realignment projects or initiatives, restructurings or reorganizations entered into in connection with any pro forma event (as defined in the definitions of “Fixed Charge Coverage Ratio”, “Consolidated First Lien Net Leverage Ratio”, “Consolidated Secured Net Leverage Ratio” and “Consolidated Total Net Leverage Ratio”) (calculated on a pro



forma basis as though such cost savings had been realized on the first day of such period)), net of the amount of actual benefits realized during such period from such actions; provided that such net cost savings, cost synergies and operating improvements are reasonably identifiable and quantifiable; provided, further, that the aggregate amount added to EBITDA pursuant to this clause (9), together with the aggregate amount added to EBITDA pursuant to clause (6) above, shall not exceed 20.0% of EBITDA for such period (determined after giving effect to such adjustments); plus

(b) Borrower covenants and agrees, for the benefit of the Revolving Lenders only (and Agent on their behalf), that, if there are any Revolving Credit Loans outstanding as of the end of the day that is five Business Days after the date of any borrowing of Revolving Credit Loans during the Covenant Relief Period or the end of any calendar month during the Covenant Relief Period (commencing with the calendar month ending January 31, 2025) (each, a “Cash Test Date”) and, in each case, the Consolidated Cash Balance at such time exceeds \$120,000,000, the Borrower shall, on or prior to the date that is five Business Days following such Cash Test Date, prepay Revolving Credit Loans (without, for the avoidance of doubt, any reduction or termination of Revolving Credit Commitments) in an amount equal to the lesser of (x) the amount by which the Consolidated Cash Balance exceeds \$120,000,000 and (y) the amount of Revolving Credit Loans then outstanding; provided that, notwithstanding anything in the Amended Credit Agreement to the contrary, no prepayment notice shall be required to be delivered and no breakage or other amounts under Section 2.11 of the Amended Credit Agreement shall be required in connection with such prepayment; provided, further, that the covenant in this Section 3(b) shall be deemed to be part of the Financial Performance Covenant under Section 7.12 of the Amended Credit Agreement for all purposes, including for purposes of Article 9 and Section 12.2 of the Amended Credit Agreement. For purposes of this Section 3(b):

“Consolidated Cash Balance” means, at any time, (a) the amount of cash and Cash Equivalents held by the Borrower and its Domestic Subsidiaries that do not constitute Restricted Cash less (b) the sum of (i) any cash or Cash Equivalents of the Borrower and its Domestic Subsidiaries (A) held for the purpose of any taxes, payroll, employee wage and benefit payments and trust and fiduciary obligations or other obligations of the Borrower and its Domestic Subsidiaries, including, without limitation, for the purpose of making principal and interest payments on Indebtedness or (B) in the amount of obligations of the Borrower and its Domestic Subsidiaries to third parties for which the Borrower and its Domestic Subsidiaries have issued checks or have initiated wires or ACH transfers (but which amounts have not, as of such time, been subtracted from the balance in the relevant account of the Borrower and its Domestic Subsidiaries), plus (ii) while and to the extent refundable, any cash or Cash Equivalents of the Borrower and its Domestic Subsidiaries constituting purchase price deposits held in escrow pursuant to a binding and enforceable purchase and sale agreement with a third party containing customary provisions regarding the payment and refunding of such deposits plus (iii) any cash or Cash Equivalents of the Borrower and its Domestic Subsidiaries



constituting deposits held in escrow in connection with utility or depositary arrangements.

SECTION 4. Conditions to Effectiveness. The effectiveness of this Amendment is subject to the satisfaction or waiver of the following conditions (the date on which all such conditions are satisfied or waived, the "Amendment No. 3 Effective Date"):

(a) Agent (or its counsel) shall have received from Borrower and Revolving Lenders who constitute the Requisite Revolving Lenders (i) a counterpart of this Amendment signed on behalf of such party or (ii) written evidence reasonably satisfactory to Agent (which may include facsimile or electronic transmission of a signed signature page of this Amendment) that such party has signed a counterpart of this Amendment;

(b) as of the Amendment No. 3 Effective Date, immediately prior to and after giving effect to this Amendment, no Default or Event of Default shall have occurred and be continuing;

(c) Borrower shall have reimbursed Agent for all reasonable documented out-of-pocket expenses in connection with this Amendment, including reasonable fees and out-of-pocket expenses of counsel, presented at least three (3) Business Days prior to the Amendment No. 3 Effective Date, to the extent required under Section 12.3 of the Credit Agreement;

(d) Agent shall have received a certificate of a Financial Officer of Borrower to the effect that the representations and warranties set forth in Section 5 of this Amendment are true and correct in all material respects as of the Amendment No. 3 Effective Date (provided that any such representations and warranties which are qualified by materiality, material adverse effect or similar language shall be true and correct in all respects);

(e) Agent shall have received a certificate of Borrower's corporate secretary or an assistant secretary, managing member, manager or equivalent senior officer, dated the Amendment No. 3 Effective Date:

(i) either (x) attaching a true, correct and complete copy of Borrower's certificate of formation and all amendments thereto, certified as of a recent date by the Secretary of State (or other similar official) of Borrower's jurisdiction of organization or (y) certifying there have been no changes since the Escrow Release Date to Borrower's certificate of formation that was delivered to Agent on the Escrow Release Date;

(ii) either (x) attaching a true, correct and complete copy of Borrower's limited liability company agreement and all amendments thereto, certified as of the Amendment No. 3 Effective Date as being in full force and effect without any modification or amendment or (y) certifying that there have been no changes since the Escrow Release Date to Borrower's limited liability company agreement that was delivered to Agent on the Escrow Release Date;



(iii) attaching a true, correct and complete copy of resolutions duly adopted by Borrower's sole member authorizing the execution, delivery and performance of this Amendment, the other documents, instruments, certificates or agreements delivered in connection herewith on behalf of Borrower and the transactions contemplated hereby, certified as of the Amendment No. 3 Effective Date as being in full force and effect without any modification or amendment; and

(iv) either (x) certifying as to the incumbency and specimen signature of each officer of Borrower executing this Amendment and the other documents, instruments, certificates or agreements delivered in connection herewith or (y) certifying that there have been no changes since the Escrow Release Date to the incumbency and specimen signature of each officer of Borrower who executed such documents, which were delivered to Agent on the Escrow Release Date;

(f) Agent shall have received a good standing certificate (or like certificate) for Borrower in its jurisdiction of formation as of a recent date; and

(g) Borrower shall have paid to Citibank, N.A., as Agent and the Amendment No. 3 Arranger all fees due and payable to the Revolving Lenders in connection with this Amendment as previously agreed to with Borrower.

SECTION 5. Representations and Warranties. Borrower represents and warrants as follows:

(a) it has taken all necessary action to authorize the execution, delivery and performance of this Amendment;

(b) this Amendment has been duly executed and delivered by Borrower and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except to the extent that the enforceability thereof may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar laws generally affecting creditors' rights and by equitable principles (regardless of whether enforcement is sought in equity or at law);

(c) no consent or approval of any Governmental Authority or any other Person is required in connection with the execution, delivery or performance by Borrower of this Amendment, except where the failure to obtain such consent or approval would not reasonably be expected to result in a Material Adverse Effect;

(d) the execution and delivery of this Amendment does not (i) violate, contravene or conflict with any provision of Borrower's organization documents or (ii) violate any material provision of any law or regulation, or any material provision of any order or decree of any court or Governmental Authority, except where any such violation would not reasonably be expected to result in a Material Adverse Effect;

(e) after giving effect to this Amendment, the representations and warranties set forth in Article 4 of the Credit Agreement and in each other Loan Document are true and correct





in all material respects on and as of the Amendment No. 3 Effective Date, except to the extent such representations and warranties expressly relate to an earlier date, in which case they were true and correct in all material respects on and as of such earlier date; provided that, in each case, such materiality qualifier shall not be applicable to any representation and warranty that already is qualified or modified by materiality in the text thereof; and

(f) as of the Amendment No. 3 Effective Date, immediately prior to and after giving effect to this Amendment, no Default or Event of Default has occurred and is continuing.

SECTION 6. Governing Law; Waiver of Jury Trial.

(a) THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

(b) EACH PARTY HERETO KNOWINGLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING RELATING TO THIS AMENDMENT AND FOR ANY COUNTERCLAIM HEREIN.

SECTION 7. Counterparts; Electronic Execution of Documents. This Amendment may be executed in any number of separate counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. The words “executed,” 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 New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 8. Section Titles. The Section titles contained in this Amendment are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.

SECTION 9. Effectiveness; Successors and Assigns. This Amendment shall become effective when it shall have been executed by Borrower, Revolving Lenders constituting the Requisite Revolving Lenders and Agent. Thereafter, it shall be binding upon and inure to the benefit of, but only to the benefit of, Borrower, the Guarantors, Agent and each Revolving Lender, and their respective successors and permitted assigns.

SECTION 10. Severability. Wherever possible, each provision of this Amendment shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Amendment shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Amendment.



SECTION 11. Amendments and Modification. This Amendment may be amended, modified or supplemented only as permitted by the Amended Credit Agreement and by written agreement of each of the parties hereto.

SECTION 12. Reference to and Effect on the Loan Documents. On and after the Amendment No. 3 Effective Date, each reference in the Amended Credit Agreement to “this Agreement,” “hereunder,” “hereof” or words of like import referring to the Credit Agreement, and each reference in each of the other Loan Documents to “the Credit Agreement,” “thereunder,” “thereof” or words of like import referring to the Credit Agreement, shall mean and be a reference to the Amended Credit Agreement. The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Lender or Agent under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents. This Amendment shall not constitute a novation of the Credit Agreement or any of the Loan Documents. This Amendment shall constitute a “Loan Document” for all purposes of the Amended Credit Agreement and the other Loan Documents.

[Remainder of this page intentionally left blank]



IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized officers as of the day and year first above written.

CLUE OPCO LLC, as Borrower

by

/s/ Jamie Pierson

Name: Jamie Pierson

Title: Chief Financial Officer

[Signature Page to Amendment No. 3 to Credit Agreement]

---

CITIBANK, N.A., as Agent and a Revolving  
Lender

by

/s/ Kevin Clark

Name: Kevin Clark

Title: Vice President

[Signature Page to Amendment No. 3 to Credit Agreement]

---



Morgan Stanley Bank, N.A., as a  
Revolving Lender

by

/s/ Jack Kuhns

\_\_\_\_\_  
Name: Jack Kuhns

Title: Authorized Signatory

[Signature Page to Amendment No. 3 to Credit Agreement]

---

U.S. BANK NATIONAL  
ASSOCIATION, as a Revolving  
Lender

by

/s/ Eric M. Herm

---

Name: Eric M. Herm

Title: Vice President

[Signature Page to Amendment No. 3 to Credit Agreement]

---

Goldman Sachs Bank USA, as a  
Revolving Lender

by

/s/ Priyankush Goswami \_\_\_\_\_

Name: Priyankush Goswami

Title: Authorized Signatory

[Signature Page to Amendment No. 3 to Credit Agreement]

---

JPMorgan Chase Bank, N.A., as a  
Revolving Lender

by

/s/ James M. Shender \_\_\_\_\_

Name: James M. Shender

Title: Executive Director

[Signature Page to Amendment No. 3 to Credit Agreement]

---



PNC Bank, National Association, as a  
Revolving Lender

by

/s/ Amy Tallia

Name: Amy Tallia

Title: SVP

[Signature Page to Amendment No. 3 to Credit Agreement]

---

CAPITAL ONE, NATIONAL  
ASSOCIATION, as a Revolving  
Lender

by

/s/ William Panagis

Name: William Panagis

Title: Duly Authorized Signatory

[Signature Page to Amendment No. 3 to Credit Agreement]

---

DEUTSCHE BANK AG NEW YORK  
BRANCH, as a Revolving Lender

by

/s/ Philip Tancorra

Name: Philip Tancorra

Title: Director

If a second signature line is required:

by

/s/ Suzan Onal

Name: Suzan Onal

Title: Director

[Signature Page to Amendment No. 3 to Credit Agreement]

---

The Toronto-Dominion Bank, New  
York Branch, as a Revolving Lender

by

/s/ Tefta Ghilaga

\_\_\_\_\_  
Name: Tefta Ghilaga

Title: Authorized Signatory

[Signature Page to Amendment No. 3 to Credit Agreement]

---



CITIZENS BANK, N.A., as a  
Revolving Lender

by

/s/ Danielle Leverone \_\_\_\_\_

Name: Danielle Leverone

Title: Director

[Signature Page to Amendment No. 3 to Credit Agreement]

---

Bank of America, N.A., as a  
Revolving Lender

by

/s/ Alexander Watts \_\_\_\_\_

Name: Alexander Watts

Title: Assistant Vice President

[Signature Page to Amendment No. 3 to Credit Agreement]

---

Schedule I

<u>Revolving Lender</u>	<u>Revolving Credit Commitments</u>
Morgan Stanley Bank, N.A.	\$48,750,000
Citibank, N.A.	\$46,237,500
U.S. Bank National Association	\$45,000,000
Goldman Sachs Bank USA	\$34,875,000
JPMorgan Chase Bank, N.A.	\$34,875,000
PNC Bank, National Association	\$22,500,000
Capital One, National Association	\$15,000,000
Deutsche Bank AG New York Branch	\$15,000,000
The Toronto-Dominion Bank, New York Branch	\$15,000,000
Citizens Bank, N.A.	\$15,000,000
Bank of America, N.A.	\$7,762,500
Total	\$300,000,000

---



January 6, 2025



# Forward Air Announces Board Review of Strategic Alternatives to Maximize Shareholder Value

*Amends Senior Secured Term Loan Credit Agreement*

*Implements Initial Phase of Transformation Strategy, Reducing Annual Operational Expenditures by Approximately \$20 Million*

*Reaffirms Full Year 2024 Consolidated EBITDA Guidance of \$300 Million to \$310 Million*

GREENEVILLE, Tenn.--(BUSINESS WIRE)-- Forward Air Corporation (NASDAQ:FWRD) (the "Company" or "Forward") today announced that its Board of Directors has initiated a comprehensive review of strategic alternatives to maximize shareholder value. The Board will consider a range of options, including a potential sale, merger or other strategic or financial transaction relative to the long-term value potential of the Company on a standalone basis.

George Mayes, Independent Chairman of the Board of Directors, said, "Under Forward Air's new leadership team, the Company is making tangible progress executing the Omni integration and delivering on synergy targets ahead of schedule, while stabilizing the business and advancing the early stages of transforming the Company to become a global logistics powerhouse through the implementation of its strategic plan. While this work is underway, the Board and management team have been actively analyzing the business and strategy to ensure the Company pursues the best path forward to enhance shareholder value. To be comprehensive in its assessment of value creation opportunities, the Board has initiated this exploration of strategic alternatives and is committed to pursuing a path that will maximize shareholder value. Regardless of the outcome of this review, Forward will not waver in its commitment to our customers to deliver consistent high-quality service."

The Board has not set a timetable for the conclusion of this review, nor has it made any decisions related to any further actions or potential strategic alternatives at this time. There can be no assurance that any transaction or other strategic outcome will be approved by the Board or otherwise consummated. The Company does not intend to disclose developments relating to this process until it determines that further disclosure is appropriate or necessary.

Goldman Sachs & Co. LLC is serving as financial advisor, and Jones Day is serving as legal counsel.

**Amendment to the Senior Secured Term Loan (the "Credit Agreement")**



The Company has amended its Credit Agreement which includes the following changes:

---

- Modified the maximum consolidated first lien net leverage ratio to the levels and for the corresponding quarters set forth in the table below.

	4Q24	1Q25	2Q25	3Q25	4Q25	1Q26	2Q26	3Q26	4Q26	Thereafter
Third Amendment Net Leverage Covenant	6.75x	6.75x	6.75x	6.75x	6.50x	6.25x	6.00x	5.75x	5.50x	5.50x
Previous Net Leverage Covenant	5.50x	5.25x	5.00x	4.75x	4.50x	4.50x	4.50x	4.50x	4.50x	4.50x
<b>Incremental Net Leverage Covenant</b>	<b>1.25x</b>	<b>1.50x</b>	<b>1.75x</b>	<b>2.00x</b>	<b>2.00x</b>	<b>1.75x</b>	<b>1.50x</b>	<b>1.25x</b>	<b>1.25x</b>	<b>1.00x</b>

- Reduced total commitments under the revolving credit facility from \$340 million to \$300 million.

Jamie Pierson, Chief Financial Officer, said “This amendment is intended to provide us with additional financial flexibility to continue executing our transformation and regardless of the outcome of the strategic review process. We sincerely appreciate the support of our lenders and look forward to capitalizing on the tremendous opportunity we have ahead of us.”

Additional details regarding the amendment can be found in the Company’s Form 8-K to be filed with the SEC.

### Transformation Initiatives Underway

Shawn Stewart, Chief Executive Officer, said, “During the fourth quarter, we implemented the initial phase of our broader transformation strategy to create a truly integrated and go-to solution provider, and I am very pleased with the pace and rigor we are seeing in the early days. Our initial actions have primarily been focused on structural changes which streamline operations and better support our long-term growth initiatives. Growing our business, operating more efficiently and rightsizing our cost structure will allow us to better serve our customers, take advantage of anticipated demand when the market normalizes and capture the potential of the combined legacy companies.”

As part of the transformation, in the fourth quarter of 2024, the Company took additional steps to reduce operating expenses, including a reduction in workforce, consolidating terminal operations and reducing the use of third-party vendors. These efficiencies are expected to result in approximately \$20 million in savings on an annualized basis. These savings are incremental to the \$75 million in synergies from the merger integration, which are on track to be achieved by the end of the first quarter of 2025.

### Reaffirms Full Year 2024 Consolidated EBITDA Guidance

As previously announced, Forward expects full year 2024 Consolidated EBITDA, a non-GAAP measure pursuant to the Credit Agreement, to be in the range of \$300 million to \$310 million. This range includes the fourth quarter 2024 reduction in operating expenses of approximately \$20 million.

### Forward Air Corporation

Forward Air is a leading asset-light provider of transportation services across the United States, Canada and Mexico. We provide expedited less-than-truckload services, including local pickup and delivery, shipment consolidation/deconsolidation, warehousing, and

local pick-up and delivery, shipment consolidation/deconsolidation, warehousing, and customs brokerage by utilizing a comprehensive national network of terminals. In addition, we offer truckload brokerage services, including dedicated fleet services, and intermodal,

---



“seek,” “believe,” “project,” “estimate,” “expect,” “strategy,” “future,” “likely,” “may,” “should,” “will” and similar references to future periods. Forward-looking statements included in this press release relate to the Company’s review of strategic alternatives, the Company’s

---



expectations regarding the Company's financial performance, including Consolidated EBITDA, and the impact it may have on the business and results of operations; and expectations regarding the Company's revenue growth strategies, including with respect to operational efficiency and cost control.

Forward-looking statements are neither historical facts nor assurances of future performance. Instead, they are based only on our current beliefs, expectations and assumptions regarding the future of our business, future plans and strategies, projections, anticipated events and trends, the economy and other future conditions. Because forward-looking statements relate to the future, they are subject to inherent uncertainties, risks and changes in circumstances that are difficult to predict and many of which are outside of our control. Our actual results and financial condition may differ materially from those indicated in the forward-looking statements. Therefore, you should not unduly rely on any of these forward-looking statements. The following is a list of factors, among others, that could cause actual results to differ materially from those contemplated by the forward-looking statements: the timing of our review of any strategic alternatives, whether we will be able to identify or develop any strategic alternatives to our strategic plan as a standalone company, our ability to execute on material aspects of any strategic alternatives that are identified and pursued; whether we can achieve the potential benefits of any strategic alternatives or our strategic plan as a standalone company; our ability to execute our cost reduction actions and achieve the intended benefits thereof, economic factors, such as recessions, inflation, higher interest rates and downturns in customer business cycles, the Company's ability to achieve the expected strategic, financial and other benefits of the acquisition of Omni Logistics, including the realization of expected synergies and the achievement of deleveraging targets within the expected timeframes or at all, the risk that the businesses will not be integrated successfully or that integration may be more difficult, time-consuming or costly than expected, the risk that operating costs, customer loss, management and employee retention and business disruption (including, without limitation, difficulties in maintaining relationships with employees, customers, clients or suppliers) as a result of the acquisition of Omni Logistics may be greater than expected, continued weakening of the freight environment, future debt and financing levels, our ability to deleverage, including, without limitation, through capital allocation or divestitures of non-core businesses, our ability to secure terminal facilities in desirable locations at reasonable rates, more limited liquidity than expected which limits our ability to make key investments, our ability to deleverage on the anticipated time frame or at all, which could negatively impact our ability to satisfy the financial covenants in our credit agreement, the creditworthiness of our customers and their ability to pay for services rendered, our inability to maintain our historical growth rate because of a decreased volume of freight or decreased average revenue per pound of freight moving through our network, the availability and compensation of qualified Leased Capacity Providers and freight handlers as well as contracted, third-party carriers needed to serve our customers' transportation needs, our inability to manage our information systems and inability of our information systems to handle an increased volume of freight moving through our network, the occurrence of cybersecurity risks and events, market acceptance of our service offerings, claims for property damage, personal injuries or workers' compensation, enforcement of and changes in governmental regulations, environmental, tax, insurance and accounting matters, the handling of hazardous materials, changes in fuel prices, loss of a

major customer, increasing competition, and pricing pressure, our dependence on our senior management team and the potential effects of changes in employee status, seasonal trends, the occurrence of certain weather events, restrictions in our charter and bylaws and the risks

---

described in our Annual Report on Form 10-K for the year ended December 31, 2023, and as may be identified in our subsequent Quarterly Reports on Form 10-Q and Current Reports on Form 8-K.

We caution readers that any forward-looking statement made by us in this press release is based only on information currently available to us and they should not place undue reliance on these forward-looking statements, which reflect management's opinion as of the date on which it is made. We undertake no obligation to publicly update any forward-looking statement, whether written or oral, that may be made from time to time, whether as a result of new information, future developments or otherwise unless required by law.

View source version on businesswire.com:

<https://www.businesswire.com/news/home/20250106458193/en/>

**Investors:**

Tony Carreño

[investorrelations@forwardair.com](mailto:investorrelations@forwardair.com)

**Media:**

Justin Moss

(404) 362-8933

[jmoss@forwardair.com](mailto:jmoss@forwardair.com)

Or

Collected Strategies

Nick Lamplough, Jim Golden, Tali Epstein

[forwardair-cs@collectedstrategies.com](mailto:forwardair-cs@collectedstrategies.com)

Source: Forward Air Corporation



---

