

HUNT J B TRANSPORT SERVICES INC
Form 424B5
March 03, 2014
Filed Pursuant to Rule 424(b)(5)

Registration No. 333-194163

The information in this preliminary prospectus supplement and the accompanying prospectus is not complete and may be changed. This preliminary prospectus supplement and the accompanying prospectus are not an offer to sell these securities and are not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

Subject to Completion, Dated March 3, 2014

Prospectus Supplement to Prospectus dated February 27, 2014

J.B. Hunt Transport Services, Inc.

\$ % Senior Notes due
\$ % Senior Notes due
Guaranteed by

J.B. Hunt Transport, Inc.

We are offering \$ aggregate principal amount of % Senior Notes due (the “ notes”) and \$ aggregate principal amount of % Senior Notes due (the “ notes” and, together with the notes, the “notes”). We will pay interest on the notes semiannually in arrears on and of each year, beginning , 2014. We will pay interest on the notes semiannually in arrears on and of each year, beginning , 2014. The notes will mature on , and the notes will mature on , . However, we may redeem, at our option, at any time and from time to time prior to maturity, the notes and, prior to , (the date that is three months prior to the maturity date of the notes), the notes, in whole or in part as to the particular series of notes, at the redemption price described under “Description of Notes—Optional Redemption.” On and after , (the date that is three months prior to the maturity date of the notes), we may redeem, at our option, at any time and from time to time prior to maturity, the notes, in whole or in part, at a redemption price equal to 100% of the principal amount of the notes to be redeemed plus unpaid interest, if any, accrued to the date of redemption. Upon a Change of Control Triggering Event, you will have the right to require us to repurchase all or a portion of your notes at a repurchase price equal to 101% of the principal amount of the notes to be repurchased plus unpaid interest, if any,

accrued to the repurchase date unless we have exercised our option to redeem your notes in whole. See “Description of Notes—Change of Control Triggering Event.”

The notes will be senior unsecured obligations of J.B. Hunt Transport Services, Inc. and will rank equally with all of its other existing and future senior unsecured indebtedness. The notes will initially be fully and unconditionally guaranteed on a senior unsecured basis by our wholly-owned subsidiary, J.B. Hunt Transport, Inc. The notes will also be fully and unconditionally guaranteed on a senior unsecured basis by any other subsidiary of ours that in the future becomes a borrower or a guarantor under our revolving credit agreement. The notes will be denominated in U.S. dollars and issued only in minimum denominations of \$2,000 and integral multiples of \$1,000.

Investing in the notes involves risks. See “Risk Factors” beginning on page S-8 of this prospectus supplement.

			Underwriting Price to Discounts and <u>Public(1)</u>	Proceeds to <u>JBHT</u>
			<u>Commissions</u>	
Per	note	%	%	%
Per	note	%	%	%
Total		\$	\$	\$

(1) Plus accrued interest from _____, 2014, if settlement occurs after such date.

Neither the Securities and Exchange Commission nor any state or other securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus supplement or the accompanying prospectus. Any representation to the contrary is a criminal offense.

The underwriters expect to deliver the notes in book-entry only form through the facilities of The Depository Trust Company and its direct and indirect participants, including Euroclear Bank S.A./N.V. and Clearstream Banking, société anonyme, on or about _____, 2014.

Joint Book-Running Managers

J.P. Morgan Goldman, Sachs & Co. Morgan Stanley

Prospectus Supplement dated March , 2014

TABLE OF CONTENTS

Prospectus Supplement

ABOUT THIS PROSPECTUS SUPPLEMENT	S-3
FORWARD-LOOKING STATEMENTS	S-3
SUMMARY	S-4
RISK FACTORS	S-8
USE OF PROCEEDS	S-12
CAPITALIZATION	S-12
RATIO OF EARNINGS TO FIXED CHARGES	S-13
SELECTED HISTORICAL CONSOLIDATED FINANCIAL DATA	S-13
DESCRIPTION OF NOTES	S-14
CERTAIN MATERIAL UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS	S-20
UNDERWRITING	S-25
LEGAL MATTERS	S-28

Prospectus

ABOUT THIS PROSPECTUS	1
WHERE YOU CAN FIND MORE INFORMATION	2
INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE	2
FORWARD-LOOKING STATEMENTS	3
THE COMPANY	4
RISK FACTORS	4
USE OF PROCEEDS	4
RATIO OF EARNINGS TO FIXED CHARGES	5
DESCRIPTION OF DEBT SECURITIES	5
PLAN OF DISTRIBUTION	22
LEGAL MATTERS	22
EXPERTS	23

You should rely only on the information contained in or incorporated by reference in this prospectus supplement, the accompanying prospectus or any free writing prospectus filed by us with the Securities and Exchange Commission, or the SEC. We have not authorized anyone to provide you with any different or additional information, and if anyone provides you such information, you should not rely on it. We are not making an offer to sell these securities in any jurisdiction where the offer or sale is not permitted. You should not assume that the information contained in this prospectus supplement, the accompanying prospectus or any such free writing prospectus is accurate as of any date other than the date on the front of such document. Any information incorporated by reference in this prospectus supplement, the accompanying prospectus or any

such free writing prospectus is accurate only as of the date of the document incorporated by reference. Our business, financial condition, liquidity, results of operations and prospects may have changed since those dates.

S-2

ABOUT THIS PROSPECTUS SUPPLEMENT

This prospectus supplement and the accompanying prospectus are part of a registration statement that we filed with the SEC, utilizing a “shelf” registration process. In this prospectus supplement, we provide you with specific information about the notes that we are selling in this offering and about the offering itself. Both this prospectus supplement and the accompanying prospectus include or incorporate by reference important information about us and other information you should know before making a decision to invest in our notes. This prospectus supplement also adds, updates and changes information contained or incorporated by reference in this prospectus supplement and the accompanying prospectus. To the extent that any information in this prospectus supplement or any information incorporated in this prospectus supplement and the accompanying prospectus by reference is inconsistent with the information in the accompanying prospectus or information previously incorporated in this prospectus supplement and the accompanying prospectus by reference, the information in the accompanying prospectus or such previously incorporated information is deemed modified or superseded by the related information in this prospectus supplement or the information incorporated in this prospectus supplement and the accompanying prospectus by reference, as the case may be. You should read both this prospectus supplement and the accompanying prospectus, any free writing prospectus we are required to file with the SEC as well as additional information described in the accompanying prospectus under “Incorporation of Certain Documents by Reference” before investing in our notes.

References in this prospectus supplement to “JBHT,” “the company,” “the issuer,” “we,” “us” and “our” refer to J.B. Hunt Transport Services, Inc. and its subsidiaries, unless otherwise specified or unless the context otherwise requires. References to “Transport” and “the initial guarantor” refer to J.B. Hunt Transport, Inc., a wholly-owned subsidiary of JBHT.

References in this prospectus supplement to “\$,” “dollars” and “U.S. dollars” are to United States dollars, and all financial data included or incorporated by reference in this prospectus supplement have been presented in accordance with accounting principles generally accepted in the United States of America.

FORWARD-LOOKING STATEMENTS

This prospectus supplement and the accompanying prospectus, including documents which are incorporated by reference, contain statements that may be considered to be “forward-looking statements.” Such statements relate to our predictions concerning future events or operations and are “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. Forward-looking statements are inherently uncertain, subject to risks, and should be viewed with caution. These statements are based on our belief or interpretation of information currently available. Prospective investors are cautioned that actual results and future events may differ materially from these forward-looking statements as a result of many factors. Some of the factors and events that are not within our control and that could have a material impact on future results include: general economic and business conditions, competition and competitive rate fluctuations, cost and availability of

diesel fuel, ability to attract and retain qualified drivers and delivery personnel, a loss of one or more major customers, interference with or termination of our relationships with certain railroads, insurance costs and availability, claims expense, retention of key employees, accidents, terrorist attacks or actions, acts of war, adverse weather conditions, disruption or failure of information systems, new or different environmental or other laws and regulations, adverse legal conditions, increased costs for new revenue equipment or decreases in the value of used equipment, the ability of revenue equipment manufacturers to perform in accordance with agreements for guaranteed equipment trade-in values, and audits or tax assessments of various federal, state or local taxing authorities. Additionally, our business is somewhat seasonal with slightly higher freight volumes typically experienced during August through early November in our full-load transportation business.

You should understand that many important factors, in addition to those listed above, could impact us operationally and financially. Our results may fluctuate as a result of these and other risk factors or events as described in our filings with the SEC. Some important factors that could cause our future results to differ from estimates or projections contained in the forward-looking statements are described under “Risk Factors” in our most recent Annual Report on Form 10-K, as may be updated in other reports we subsequently file with the SEC. Except as required by applicable law, we assume no obligation to update any forward-looking statement to the extent we become aware that it will not be achieved for any reason.

SUMMARY

This summary highlights information contained or incorporated by reference in this prospectus supplement and the accompanying prospectus. This summary may not contain all of the information that may be important to you. You should read this entire prospectus supplement and the accompanying prospectus and the information incorporated by reference carefully before making a decision to invest in our notes.

The Company

We are one of the largest surface transportation and delivery service companies in North America. J.B. Hunt Transport Services, Inc. is a publicly held holding company that, together with our principal operating subsidiary, J.B. Hunt Transport, Inc., and other wholly owned subsidiaries, provides a wide range of transportation services to a diverse group of customers throughout the continental United States, Canada and Mexico. We were incorporated in Arkansas on August 10, 1961, and have been a publicly held company since our initial public offering in 1983.

Our service offerings include transportation of full truckload containerized freight, which we directly transport utilizing our company-controlled revenue equipment and company drivers or independent contractors. We have arrangements with most of the major North American rail carriers to transport freight in containers and trailers. We also provide customized freight movement, revenue equipment, labor, systems and delivery services that are tailored to meet individual customers' requirements and typically involve longer-term contracts. As of December 31, 2013, we had 18,467 employees.

Our principal executive offices are located at 615 J.B. Hunt Corporate Drive, Lowell, Arkansas 72745-0130 and our telephone number is (479) 820-0000.

Transport was incorporated in Georgia on November 6, 1969. Its principal executive offices are located at 615 J.B. Hunt Corporate Drive, Lowell, Arkansas 72745-0130 and its telephone number is (479) 820-0000.

S-4

The Offering

The following summary contains basic information about the notes and is not intended to be complete. It does not contain all the information that is important to you. For a more detailed description of the terms of the notes, see “Description of Notes” in this prospectus supplement and “Description of Debt Securities” in the accompanying prospectus.

Issuer	J.B. Hunt Transport Services, Inc.
Notes offered	\$ _____ aggregate principal amount of _____ % Senior Notes due _____ (the “ _____ notes”) and \$ _____ aggregate principal amount of _____ % Senior Notes due _____ (the “ _____ notes”).
Maturity	Unless redeemed or repurchased by us, the _____ notes will mature on _____, _____, and the _____ notes will mature on _____, _____.
Interest rates	The _____ notes will bear interest at _____ % per year and the _____ notes will bear interest at _____ % per year.
Interest payment dates	We will pay interest on the _____ notes semiannually in arrears on _____ and _____ of each year, beginning _____, 2014. We will pay interest on the _____ notes semiannually in arrears on _____ and _____ of each year, beginning _____, 2014.
Guarantees	<p>All payments with respect to the notes, including principal, premium, if any, and interest, will initially be fully and unconditionally guaranteed on a senior unsecured basis by J.B. Hunt Transport, Inc.</p> <p>The notes will also be fully and unconditionally guaranteed on a senior unsecured basis by any other subsidiary of ours that in the future becomes a borrower or a guarantor under our revolving credit agreement.</p> <p>If any guarantor of the notes, whether the initial guarantor or an additional guarantor, is no longer a borrower or a guarantor under our revolving credit agreement, then such guarantor shall automatically be released from its guarantee of the notes. See “Description of Notes—Guarantees” in this prospectus supplement.</p>
Ranking	The notes and the guarantees, as applicable, will be:

unsecured and will rank equally with all existing and future senior unsecured debt of ours, in the case of the notes, and the initial guarantor and any additional guarantor, in the case of the guarantees;

effectively subordinated to all existing and future secured debt of ours, in the case of the notes, and the initial guarantor and any additional guarantor, in the case of the guarantees, to the extent of the value of the assets securing such debt; and

structurally subordinated to all existing and future debt and other liabilities, including trade payables, and preferred equity of our non-guarantor subsidiaries (including subsidiaries of the initial guarantor and of any future additional guarantors).

As of December 31, 2013, we and the initial guarantor had secured debt outstanding of approximately \$4.7 million and our non-guarantor subsidiaries had no outstanding debt or preferred equity.

Optional redemption We may redeem, at our option, at any time and from time to time prior to maturity, the _____ notes and, prior to _____, _____ (the date that is three months prior to the maturity date of the _____ notes), the _____ notes, in whole or in part as to the particular series of notes, at the redemption price described under “Description of Notes—Optional Redemption.” On and after _____, _____ (the date that is three months prior to the maturity date of the _____ notes), we may redeem, at our option, at any time and from time to time prior to maturity, the _____ notes, in whole or in part, at a redemption price equal to 100% of the principal amount of the _____ notes to be redeemed plus unpaid interest, if any, accrued to the date of redemption. See “Description of Notes—Optional Redemption.”

Change of control triggering event Upon a Change of Control Triggering Event (as defined under “Description of Notes—Change of Control Triggering Event”), unless we have exercised our option to redeem your notes in whole, you will have the right to require us to repurchase all or a portion of your notes at a repurchase price equal to 101% of the principal amount of the notes to be repurchased plus unpaid interest, if any, accrued to the repurchase date, as described under “Description of Notes—Change of Control Triggering Event.”

Covenants The indenture contains covenants for the benefit of noteholders. These covenants restrict our ability, with certain important exceptions, to:

incur debt secured by liens;

engage in sale/leaseback transactions; or

merge or consolidate with, or transfer all or substantially all of our assets to, another entity.

Form and denomination The notes will be issued only in fully registered form without coupons, in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof.

We anticipate that we will receive approximately \$ _____ million in net proceeds from the sale of the notes, after deducting underwriting discounts and commissions and other estimated expenses of this offering.

Use of proceeds Approximately \$460 million of the net proceeds from the sale of the notes will be used to repay certain of our outstanding indebtedness, including the repayment in full of our \$150 million variable interest rate term loan, \$100 million of our outstanding 6.08% Senior Notes and approximately \$208 million of long term debt outstanding under our revolving credit agreement. The balance of the proceeds of this offering will be used for general corporate purposes including capital expenditures, additions to working capital, and the repurchase of shares of our outstanding common stock.

Further issuances The _____ notes and the _____ notes will each constitute a series of our debt securities issued under the indenture. We may issue and sell additional debt securities of either series ranking equally and ratably with the notes of such series in all respects, so that such additional debt securities shall be consolidated and form a single series with the notes of the applicable series for all purposes, including voting.

Risk factors See “Risk Factors” and other information included or incorporated by reference in this prospectus supplement and the accompanying prospectus for a discussion of factors you should consider carefully before making a decision to invest in the notes.

RISK FACTORS

An investment in the notes involves risks. You should carefully consider the following factors as well as other information contained or incorporated by reference in this prospectus supplement and the accompanying prospectus before deciding to invest in the notes, including the factors listed under “Risk Factors” in Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2013 which is incorporated by reference in this prospectus supplement and the accompanying prospectus.

Risks Relating to the Notes

Claims of holders of the notes will be structurally subordinated to claims of creditors and any preferred equity holders of our non-guarantor subsidiaries and effectively subordinated to claims of secured creditors.

The notes will be guaranteed by the initial guarantor and not by any other current or future subsidiary of ours unless such subsidiary becomes a borrower or guarantor under our revolving credit agreement. Furthermore, under certain circumstances, a guarantor, whether the initial guarantor or an additional guarantor, shall automatically be released from its guarantee of the notes. See “Description of Notes—Guarantees.” Claims of holders of the notes will be structurally subordinated to the claims of creditors, including trade creditors, and any preferred equity holders of our non-guarantor subsidiaries (including subsidiaries of the initial guarantor and of any future additional guarantors). All liabilities and preferred equity of our non-guarantor subsidiaries will have to be satisfied before any of the assets of such subsidiaries would be available for distribution, upon a bankruptcy, liquidation or reorganization, to us or, if applicable, a guarantor of the notes. Other than to the limited extent contemplated under “Description of Notes—Covenants” and in the accompanying prospectus under “Description of Debt Securities—Covenants—Restrictions on secured debt,” the notes will not be secured by any of our assets or the assets of any of our subsidiaries (including the initial guarantor) and, as such, will be effectively subordinated to any secured debt that we or any of our subsidiaries (including the initial guarantor) may have now or may incur in the future to the extent of the value of the assets securing that debt.

We are a holding company and our ability to make payments on the notes depends on our ability to receive dividends or other distributions from our subsidiaries.

Our operations are conducted through direct and indirect subsidiaries. As a holding company, we own no significant assets other than our equity in our subsidiaries, and our ability to meet our obligations, including with respect to the notes, will be dependent on dividends and other distributions or payments from our subsidiaries. The ability of our subsidiaries to pay dividends or make distributions or other payments to us depends upon the availability of cash flow from operations and proceeds from the sale of assets and/or other capital-raising activities. We cannot be certain of the

future availability of such distributions and the lack of any such distributions may adversely affect our ability to pay the principal of, and premium, if any, and interest on, the notes. In addition, dividends or other distributions from our subsidiaries to us may be subject to contractual and other restrictions and are subject to other business considerations.

The indenture does not restrict the amount of additional debt that we or our subsidiaries may incur.

The indenture does not place any limitation on the amount of debt that we or our subsidiaries may incur in the future. The incurrence of any such additional debt may have important consequences for you as a holder of the notes, including making it more difficult to satisfy our obligations with respect to the notes or the obligations of the initial guarantor or any additional guarantor with respect to its guarantee, a loss in the trading value of your notes, if any, and a risk that the credit rating of the notes is lowered, placed on negative outlook or withdrawn.

Federal and state fraudulent transfer laws may permit a court to void any guarantee and, if that occurs, you may not receive any payments on such guarantee.

The issuance of guarantees by the initial guarantor (and any additional guarantor) may be subject to review under federal and state fraudulent transfer and conveyance statutes if a bankruptcy, liquidation or reorganization case or a lawsuit, including under circumstances in which bankruptcy is not involved, were commenced at some future date by the initial guarantor (or any additional guarantor) or on behalf of the unpaid creditors of the initial guarantor (or additional guarantor). While the relevant laws may vary from state to state, under such laws a guarantee will generally be a fraudulent conveyance or transfer if (i) the transfer was made with the intent of hindering, delaying or defrauding creditors or (ii) the guarantor received less than reasonably equivalent value or fair consideration in return for issuing such guarantee, and, in the case of (ii) only, one of the following is also true:

such guarantor was insolvent or rendered insolvent by reason of issuing such guarantee;

payment of the consideration left such guarantor with an unreasonably small amount of capital to carry on its business; or

such guarantor intended to, or believed that it would, incur debts beyond its ability to pay as they mature.

If a court were to find that the issuance of a guarantee by the initial guarantor (or an additional guarantor) was a fraudulent conveyance or transfer, the court could void the payment obligations under such guarantee or subordinate such guarantee to presently existing and future debt of the initial guarantor (or such additional guarantor, as the case may be) or require the holders of the notes to repay any amounts received with respect to such guarantee. In the event of a finding that a fraudulent conveyance or transfer occurred, you may not receive any payment on the notes in respect of such guarantee.

The measures of insolvency for purposes of fraudulent conveyance laws vary depending upon the law of the jurisdiction that is being applied. Generally, an entity would be considered insolvent if, at the time it incurred indebtedness:

the sum of its debts, including contingent liabilities, was greater than the fair saleable value of all of its assets;

the present fair saleable value of its assets was less than the amount that would be required to pay its probable liability on its existing debts and liabilities, including contingent liabilities, as they become absolute and mature; or

it could not pay its debts as they become due.

We cannot be certain as to the standards a court would use to determine whether reasonably equivalent value or fair consideration was received or whether or not the initial guarantor (or any additional guarantor) was solvent at the relevant time, or regardless of the standard used, that the issuance of a guarantee by it would not be voided or subordinated to other debt of the initial guarantor (or additional guarantor, as the case may be).

The initial guarantor is a borrower under, and not a guarantor of, our revolving credit agreement. Accordingly, obligations to lenders under that agreement by the initial guarantor as borrower under that agreement would not necessarily be subject to the potential for claims discussed above that would seek to avoid or subordinate obligations of a guarantor. However, obligations by the initial guarantor to holders of the notes pursuant to its guarantees of the notes could be subject to such claims, including claims by the lenders under the credit agreement or holders of any other indebtedness of the initial guarantor.

The terms of the indenture and the notes provide only limited protection against significant events that could negatively impact the value of your notes.

As described under “Description of Notes—Change of Control Triggering Event,” upon the occurrence of a Change of Control Triggering Event with respect to the notes, holders are entitled to require us to repurchase all or a portion of their notes at 101% of their principal amount plus unpaid interest, if any, accrued to the repurchase date unless we have exercised our option to redeem your notes in whole. The definition of the term “Change of Control Triggering Event” is limited and does not cover a variety of transactions (such as acquisitions by us or recapitalizations) that could negatively impact the value of your notes. As such, if we enter into a significant corporate transaction that negatively impacts the value of your notes, but which does not constitute a Change of Control Triggering Event, you would not have any rights to require us to repurchase the notes prior to their maturity or to otherwise seek any remedies.

You should also be aware that neither the indenture nor the notes:

require us to maintain any financial ratios or specific levels of net worth, revenues, income, cash flow or liquidity;

limit our ability or the ability of the initial guarantor (or any additional guarantor) to incur indebtedness or other obligations that are equal in right of payment to the notes or its guarantee, as the case may be;

limit the ability of our non-guarantor subsidiaries (including subsidiaries of the initial guarantor and of any future additional guarantors) to incur debt, other liabilities or preferred equity that would rank senior to our equity interests or, if applicable, the equity interests of the initial guarantor and any future additional guarantors in those subsidiaries and therefore be structurally senior to the notes with respect to the assets of those subsidiaries;

restrict our ability to repurchase or prepay any other of our equity or debt securities or other indebtedness; or

restrict our ability to make investments or to repurchase, or pay dividends or make other payments in respect of, our common stock or other securities ranking junior to the notes.

As a result of the foregoing, when evaluating an investment in the notes, you should be aware that neither the indenture nor the notes restrict our ability to engage in, or to otherwise be a party to, a variety of corporate transactions, circumstances and events that could have a negative impact on the value of your notes.

We may not be able to repurchase the notes upon a Change of Control Triggering Event.

We will be required to make an offer to each holder of notes to purchase all or any part of such holder's notes at a price equal to 101% of their principal amount plus unpaid interest, if any, to the repurchase date upon a Change of Control Triggering Event unless we have exercised our option to redeem your notes in whole. If we experience a Change of Control Triggering Event, there can be no assurance that we would have sufficient financial resources available to satisfy our obligations to repurchase your notes. Our failure to purchase the notes in connection with a Change of Control would result in a default under the indenture, which could have material adverse consequences for us and the holders of the notes and would cause cross-defaults under certain of our other agreements, including our revolving credit agreement. See "Description of Notes—Change of Control Triggering Event."

There is currently no market for the notes. We cannot assure you that an active trading market will develop, continue or be liquid.

Each series of the notes is a new issue of securities as to which there is currently no market. We do not intend to apply for listing of the notes on any national securities exchange or for quotation of the notes on any automated dealer quotation system. We have been advised by the underwriters that they presently intend to make a market in the notes. However, they are under no obligation to do so and may discontinue any market-making activities at any time without notice to, or the consent of, noteholders. We cannot assure you that an active market for the notes will develop or, if it develops, will continue or be liquid. If an active trading market for the notes does not develop or continue, the market price and liquidity of the notes will be negatively affected. See "Underwriting."

S-10

Changes in credit ratings issued by nationally recognized statistical rating organizations could adversely affect our cost of financing and the market price of our securities.

Credit rating agencies rate our debt securities, including the notes, on factors that include our financial condition, liquidity and results of operations, our business and prospects and their view of the general outlook for the economy generally and our industry specifically. Actions taken by the rating agencies can include maintaining, upgrading, downgrading or withdrawing the current rating of our debt securities or placing us on negative outlook for possible future downgrading. Downgrading or withdrawal of the credit rating of our debt securities or placing us on negative outlook for possible future downgrading would likely increase our cost of financing, limit our access to the capital markets and have a negative effect on the value of your notes.

S-11

USE OF PROCEEDS

We expect to receive net proceeds (before expenses) from this offering of approximately \$. Approximately \$460 million of the net proceeds from the sale of the notes will be used to repay certain of our outstanding indebtedness, including the repayment in full of our \$150 million variable interest rate term loan, \$100 million of our outstanding 6.08% Senior Notes due July 26, 2014, and approximately \$208 million of long term debt outstanding under our revolving credit agreement. Each of the variable interest rate term loan and revolving credit agreement bears interest based on the Prime Rate, the Federal Funds Rate, or LIBOR, depending upon the specific type of borrowing, plus an applicable margin based on our credit rating and other fees. The variable interest rate term loan matures on March 29, 2014, and at December 31, 2013, the interest rate on this facility was 1.17%. The revolving credit agreement matures on August 12, 2016, and at December 31, 2013, the interest rate on this facility was 1.12%. The balance of the proceeds of this offering will be used for general corporate purposes including capital expenditures, additions to working capital, and the repurchase of shares of our outstanding common stock.

CAPITALIZATION

The following table shows our cash and cash equivalents and our consolidated historical capitalization as of December 31, 2013 (i) on an actual cash basis and (ii) on an as-adjusted basis to give effect to the use of proceeds from the sale of the notes as described in “Use of Proceeds” above.

	December 31, 2013	
	Actual	Adjusted
	(in thousands)	
Cash	\$5,831	\$
Current portion of long-term debt	250,000	
Long-term debt	458,417	
Stockholders' equity:		
Preferred stock, \$100 par value. 10 million shares authorized; none outstanding	—	—
Common stock, \$0.01 par value. 1 billion shares authorized; 167,099,432 shares issued and 117,241,438 shares outstanding	1,671	1,671
Additional paid-in capital	226,595	226,595
Retained earnings	2,274,784	2,274,784
Treasury stock, at cost (49,857,994 shares)	(1,490,598)	(1,490,598)
Total stockholders' equity	1,012,452	1,012,452
Total capitalization	\$1,720,869	\$

RATIO OF EARNINGS TO FIXED CHARGES

The following table sets forth our historical ratios of earnings to fixed charges for the periods indicated.

	Year Ended December 31,			
	2012	2011	2010	2009
Ratio of earnings to fixed charges	18.56x	12.98x	10.55x	7.94x

For purpose of calculating our ratios of earnings to fixed charges, earnings represent earnings from continuing operations before income taxes, excluding fixed charges. Fixed charges represent interest expense, amortization of costs related to indebtedness, and that portion of rental expense estimated to be the equivalent of interest. This information should be read in conjunction with the consolidated financial statements and the accompanying notes incorporated by reference in this prospectus supplement and the accompanying prospectus.

SELECTED HISTORICAL CONSOLIDATED FINANCIAL DATA

The following table presents our selected historical financial data that have been derived from, and are qualified in their entirety by reference to, our audited historical consolidated financial statements and related notes. The information set forth in the following table is only a summary and should be read in conjunction with our audited historical consolidated financial statements and related notes, as well as the section entitled "Management's Discussion and Analysis of Financial Condition and Results of Operations" in our Annual Report on Form 10-K for the year ended December 31, 2013, which are incorporated by reference in this prospectus supplement and the accompanying prospectus.

	December 31,				
	2013	2012	2011	2010	2009
	(in millions, except per share data and working capital ratios)				
Earnings data (for the period ended):					
Operating revenues	\$5,585	\$5,055	\$4,527	\$3,793	\$3,203
Operating income	577	530	444	348	248
Net earnings	342	310	257	200	136
Diluted earnings per share	2.87	2.59	2.11	1.56	1.05

Dividends per share	0.45	0.71	0.52	0.48	0.44
Balance sheet data (at end of period):					
Total assets	\$2,819	\$2,465	\$2,267	\$1,962	\$1,857
Current portion of long-term debt	250	100	50	200	–
Total debt	708	685	749	654	565
Stockholders' equity	1,012	792	568	573	644
Working capital ratio	0.95	1.10	1.17	0.91	1.46

S-13

DESCRIPTION OF NOTES

The _____ notes and the _____ notes will each constitute a separate series of debt securities to be issued under the base indenture, dated as of September 20, 2010, among us, the initial guarantor and U.S. Bank National Association, as trustee. When we refer to the “indenture” in the following description, we are referring to the indenture as amended or supplemented.

The following description is only a summary of the material provisions of the notes, the guarantees and the indenture. You should read these documents in their entirety because they, and not this description, define your rights as holders of the notes. Unless the context requires otherwise, all references to “we”, “us,” “our” and “J.B. Hunt” in this section refer solely to J.B. Hunt Transport Services, Inc. and not to our subsidiaries.

The following description of the particular terms of each series of the notes and the guarantees offered hereby supplements the general description of debt securities and guarantees set forth in the accompanying prospectus.

General

The _____ notes will be issued in an initial aggregate principal amount of \$ _____ and the _____ notes will be issued in an initial aggregate principal amount of \$ _____. Unless redeemed or repurchased under the circumstances described below under “—Optional Redemption” or “—Change of Control Triggering Event,” the _____ notes will mature on _____, _____ and the _____ notes will mature on _____, _____. The notes will be issued only in fully registered form without coupons in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. The notes will not be entitled to any sinking fund. The notes will initially be fully and unconditionally guaranteed on a senior unsecured basis by J.B. Hunt Transport, Inc.

Interest on the _____ notes will accrue at _____ % per annum and interest on the _____ notes will accrue at _____ % per annum, in each case, from _____, 2014, or from the most recent date to which interest has been paid or provided for. Interest on the _____ notes will be payable semi-annually in arrears on _____ and _____ of each year, beginning on _____, 2014, and interest on the _____ notes will be payable semi-annually in arrears on _____ and _____ of each year, beginning on _____, 2014, in each case to the persons in whose names the applicable notes are registered in the security register at the close of business on the _____ or _____ (whether or not a business day) immediately preceding the relevant interest payment date. Interest will be computed on the notes on the basis of a 360-day year of twelve 30-day months.

If any interest payment date, the maturity date or any earlier date of redemption or repurchase falls on a day that is not a business day, then the related payment will be made on the next succeeding business day without any interest or other payment in respect of the delay. The term “business day” means any day other than a Saturday, Sunday or other day on which banking institutions in The City of New York are authorized or obligated by law, regulation or executive order to close.

The indenture does not limit the amount of notes of either series that we may issue. We may from time to time, without notice to, or the consent of, the holders of the notes of either series, issue and sell additional debt securities ranking equally and ratably with the notes of such series in all respects (other than the issue price, the issue date and the payment of interest accruing prior to the issue date), *provided* that such debt securities are fungible with the previously issued notes of such series for U.S. federal income tax purposes. Any such additional debt securities shall be consolidated and form a single series with the notes of the applicable series for all purposes, including voting.

Ranking

The notes will be:

unsecured and will rank equally with all existing and future senior unsecured debt of ours;

effectively subordinated to all existing and future secured debt of ours to the extent of the value of the assets securing such debt; and

structurally subordinated to all existing and future debt and other liabilities, including trade payables, and preferred equity of our non-guarantor subsidiaries (including subsidiaries of the initial guarantor and of any future additional guarantors).

As of December 31, 2013, we and the initial guarantor had secured debt outstanding of approximately \$4.7 million and our non-guarantor subsidiaries had no outstanding debt or preferred equity.

The indenture does not limit our ability to incur indebtedness or other obligations that are equal in right of payment to the notes or the ability of our non-guarantor subsidiaries to incur debt, other liabilities or preferred equity that would rank senior to our equity interests or, if applicable, the equity interests of the initial guarantor and of any future additional guarantors in those subsidiaries and therefore be structurally senior to the notes with respect to the assets of those subsidiaries.

Guarantees

The notes will initially be fully and unconditionally guaranteed by our wholly owned subsidiary, J.B. Hunt Transport, Inc. (the “initial guarantor”). The notes will also be guaranteed in the future, by any subsidiary that becomes a borrower or guarantor of obligations under our revolving credit agreement (each, an “additional guarantor” and, together with the initial guarantor, the “guarantors”) but will not be guaranteed by any other current or future subsidiary of ours unless such subsidiary becomes a borrower or guarantor under our revolving credit agreement. If at any time while the notes are outstanding there are two or more guarantors of the notes, such guarantors will guarantee the notes on a joint and several basis.

The guarantees will be:

unsecured and will rank equally with all existing and future senior unsecured debt of the initial guarantor and any additional guarantor;

effectively subordinated to all existing and future secured debt of the initial guarantor and any additional guarantor to the extent of the value of the assets securing such debt; and

structurally subordinated to all existing and future debt and other liabilities, including trade payables, and preferred equity of our non-guarantor subsidiaries, including subsidiaries of the initial guarantor and of any additional guarantors.

As of December 31, 2013, the initial guarantor had secured debt outstanding of approximately \$4.7 million and subsidiaries of the initial guarantor had no outstanding debt or preferred equity.

The indenture does not limit the ability of the initial guarantor (or any additional guarantor) to incur indebtedness or other obligations that are equal in right of payment to its guarantee or the ability of any subsidiary of the initial guarantor (or any additional guarantor) to incur debt, other liabilities or preferred equity that would rank senior to the equity interests of the initial guarantor (or such additional guarantor, as the case may be) in such subsidiary and therefore be structurally senior to the guarantee of the initial guarantor (or such additional guarantor, as the case may be) with respect to the assets of such subsidiary.

The obligations of the initial guarantor and any additional guarantors will be limited as necessary to prevent the guarantees from constituting a fraudulent conveyance under applicable law. If a guarantee is rendered voidable, it could be subordinated by a court to all other indebtedness (including other guarantees and contingent liabilities) of the applicable guarantor, and, depending on the amount of such indebtedness, such guarantor's liability on its guarantee could be reduced to zero. See "Risk Factors—Federal and state fraudulent transfer laws may permit a court to void any guarantee and, if that occurs, you may not receive any payments on such guarantee."

Each applicable guarantor of the notes, whether the initial guarantor or an additional guarantor, will automatically be released from its guarantee of the notes when such guarantor is not a borrower or guarantor under our revolving credit agreement or any refinancing or replacement thereof and is released or discharged from each guarantee of such guarantor with respect to borrowings under the revolving credit agreement, except discharges or releases by or as a result of payment under any such guarantee.

Optional Redemption

We may, at our option, at any time and from time to time, redeem the notes of either series, in whole or in part as to the particular series of notes, on not less than 30 nor more than 60 days' prior written notice mailed to the holders of the notes.

Each of the _____ notes and, prior to _____, _____ (the date that is three months prior to the maturity date of the _____ notes), the _____ notes will be redeemable at a redemption price equal to the greater of

(1) 100% of the principal amount of the notes to be redeemed or

(2) the sum of the present values of the remaining scheduled payments of principal of and interest on the notes to be redeemed that would be due after the related redemption date but for such redemption (exclusive of unpaid interest, if any, accrued to such redemption date) discounted to the redemption date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus _____ basis points, in the case of the _____ notes, and at the Treasury Rate plus _____ basis points, in the case of the _____ notes,

plus unpaid interest, if any, accrued to such redemption date, subject to the rights of holders of notes on a record date to receive interest due on the related interest payment date. On or after _____, _____ (the date that is three months prior to the maturity date of the _____ notes), the _____ notes will be redeemable at a redemption price equal to 100% of the principal amount of the _____ notes to be redeemed plus unpaid interest, if any, accrued to the redemption date.

“*Treasury Rate*” means, with respect to any redemption date, the rate per annum equal to the semi-annual equivalent yield to maturity (computed as of the second business day immediately preceding such redemption date) of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date.

“*Comparable Treasury Issue*” means the United States Treasury security selected by an Independent Investment Banker that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the notes to be redeemed.

“Independent Investment Banker” means one of the Reference Treasury Dealers appointed by us.

“*Comparable Treasury Price*” means, with respect to any redemption date, (1) the average of the Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations, or (2) if the trustee obtains fewer than five such Reference Treasury Dealer Quotations, the average of all Reference Treasury Dealer Quotations obtained.

“*Reference Treasury Dealer*” means each of J.P. Morgan Securities LLC, Goldman, Sachs & Co. and Morgan Stanley & Co. LLC or their respective affiliates which are Primary Treasury Dealers (as defined below) and two other nationally recognized investment banking firms that are Primary Treasury Dealers specified from time to time by us, except that if any of the foregoing ceases to be a primary U.S. government securities dealer in The City of New York (a “Primary Treasury Dealer”), we are required to designate as a substitute another nationally recognized investment banking firm, or an affiliate thereof, that is a Primary Treasury Dealer.

“*Reference Treasury Dealer Quotations*” means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the trustee, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the trustee by such Reference Treasury Dealer as of 3:30 p.m., New York City time, on the third business day preceding such redemption date.

On and after any redemption date, interest will cease to accrue on the notes called for redemption. Prior to any redemption date, we are required to deposit with a paying agent money sufficient to pay the redemption price of the notes to be redeemed on such date. If we are redeeming less than all the notes of a series, the trustee must select the notes of such series to be redeemed by such method as the trustee deems fair and appropriate in accordance with methods generally used at the time of selection by fiduciaries in similar circumstances.

Change of Control Triggering Event

Upon the occurrence of a Change of Control Triggering Event, unless we have exercised our option to redeem the particular series of notes in whole as described under “—Optional Redemption,” each holder of notes will have the right to require us to repurchase all or a portion of such holder’s notes pursuant to the offer described below (the “Change of Control Offer”) at a repurchase price equal to 101% of the principal amount thereof plus unpaid interest, if any, accrued to the repurchase date (the “Change of Control Repurchase Price”), subject to the rights of holders of notes on a record date to receive interest due on the related interest payment date.

Within 30 days following the occurrence of the Change of Control Triggering Event, or, at our option, prior to any Change of Control but after the public announcement of the pending Change of Control, we will be required to send, by first class mail, a written notice to each holder of notes, with a copy to the trustee, which notice will govern the terms of the Change of Control Offer. Such notice will state, among other things, the repurchase date, which must be no earlier than 30 days nor later than 60 days from the date such notice is mailed, other than as may be required by law (the “Change of Control Repurchase Date”). The notice, if mailed prior to the date of consummation of the Change of Control, will state that the Change of Control Offer is conditioned on the Change of Control being consummated on or prior to the Change of Control Repurchase Date.

On the Change of Control Repurchase Date, we will, to the extent lawful:

accept or cause a third party to accept for repurchase all notes or portions of notes properly tendered pursuant to the Change of Control Offer;

deposit or cause a third party to deposit with the paying agent an amount equal to the Change of Control Repurchase Price in respect of all notes or portions of notes properly tendered; and

deliver or cause to be delivered to the trustee the notes properly accepted together with an officers’ certificate stating the aggregate principal amount of notes or portions of notes being repurchased and that all conditions precedent to the Change of Control Offer and to the repurchase by us of notes pursuant to the Change of Control Offer have been complied with.

We will not be required to make a Change of Control Offer with respect to the notes if a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for such an offer made by us and such third party purchases all the notes properly tendered and not withdrawn under its offer.

We will comply in all material respects with the requirements of Rule 14e-1 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and any other securities laws and regulations thereunder to the extent those securities laws and regulations are applicable in connection with the repurchase of the notes as a result of a Change of Control Triggering Event. To the extent that the provisions of any such securities laws or regulations conflict with the Change of Control Offer provisions of the notes, we will comply with those securities laws and regulations and will not be deemed to have breached our obligations under the Change of Control Offer provisions of the notes by virtue of any such conflict.

For purposes of the foregoing discussion of a Change of Control Offer, the following definitions are applicable:

“*Change of Control*” means the occurrence of any of the following after the date of the prospectus supplement:

(1) the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the assets of J.B. Hunt and its subsidiaries taken as a whole to any “person” or “group” (as those terms are used in Section 13(d)(3) of the Exchange Act) other than to J.B. Hunt or one of its subsidiaries;

(2) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any “person” or “group” (as those terms are used in Section 13(d)(3) of the Exchange Act) becomes the “beneficial owner” (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of our Voting Stock representing more than 50% of the voting power of our outstanding Voting Stock;

(3) we consolidate with, or merge with or into, any person (as that term is used in Section 13(d)(3) of the Exchange Act), or any person consolidates with, or merges with or into, us, in any such event pursuant to a transaction in which any of our outstanding Voting Stock or Voting Stock of such other person is converted into or exchanged for cash, securities or other property, other than any such transaction where our Voting Stock outstanding immediately prior to such transaction constitutes, or is converted into or exchanged for, Voting Stock representing more than 50% of the voting power of the Voting Stock of the surviving person immediately after giving effect to such transaction;

(4) the first day on which a majority of the members of our board of directors are not Continuing Directors; or

(5) the adoption of a plan relating to our liquidation, dissolution or winding up.

“*Change of Control Triggering Event*” means the notes cease to be rated Investment Grade by each of the Rating Agencies on any date during the period (the “Trigger Period”) commencing 60 days prior to the first public announcement by us of any Change of Control (or pending Change of Control) and ending 60 days following consummation of such Change of Control (which Trigger Period will be extended following consummation of a Change of Control for so long as any Rating Agency has publicly announced that it is considering a possible ratings change). If a Rating Agency is not providing a rating for the notes at the commencement of any Trigger Period, the notes will be deemed to have ceased to be rated Investment Grade by such Rating Agency during that Trigger Period.

Notwithstanding the foregoing, no Change of Control Triggering Event will be deemed to have occurred in connection with any particular Change of Control unless and until such Change of Control has actually been consummated.

“Continuing Directors” means, as of any date of determination, any member of our board of directors who (1) was a member of our board of directors on the date of the prospectus supplement; or (2) was nominated for election or elected to our board of directors with the approval of a majority of the Continuing Directors who were members of our board of directors at the time of such nomination or election (either by a specific vote or by approval of our proxy statement in which such member was named as a nominee for election as a director, without objection to such nomination).

“*Investment Grade*” means a rating of Baa3 or better by Moody’s (or its equivalent under any successor rating category of Moody’s) and a rating of BBB- or better by S&P (or its equivalent under any successor rating category of S&P), and the equivalent investment grade credit rating from any replacement rating agency or rating agencies selected by us under the circumstances permitting us to select a replacement agency and in the manner for selecting a replacement agency, in each case as set forth in the definition of “Rating Agency.”

“*Moody’s*” means Moody’s Investors Service, Inc., a subsidiary of Moody’s Corporation, and its successors.

“*Rating Agency*” means each of Moody’s and S&P; *provided*, that if either Moody’s or S&P ceases to provide rating services to issuers or investors, we may appoint another “nationally recognized statistical rating organization” within the meaning of Rule 15c3-1(c)(2)(vi)(F) under the Exchange Act as a replacement for such Rating Agency, *provided* that we shall give written notice of such appointment to the trustee.

“*S&P*” means Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc., and its successors.

“*Voting Stock*” of any specified person (as that term is used in Section 13(d) of the Exchange Act) as of any date means the capital stock of such person that, at such date, is entitled to vote generally in the election of the board of directors of such person.

The definition of Change of Control includes a phrase relating to the direct or indirect sale, lease, transfer, conveyance or other disposition of “all or substantially all” of the assets of J.B. Hunt and its subsidiaries taken as a whole. Although there is a limited body of case law interpreting the phrase “substantially all,” there is no precise, established definition of the phrase under applicable law. Accordingly, the applicability of the requirement that we offer to repurchase the notes as a result of a sale, lease, transfer, conveyance or other disposition of less than all of the assets of J.B. Hunt and its subsidiaries taken as a whole to another person or group may be uncertain.

Covenants

The indenture contains certain covenants, including covenants that restrict our ability, and our ability to permit our subsidiaries, to create or incur debt secured by liens and to engage in certain sale and leaseback transactions. See “Description of Debt Securities—Covenants—Restrictions on secured debt” and “Description of Debt Securities—Covenants—Restrictions on sale and leaseback transactions” in the accompanying prospectus.

The provisions of the indenture described under “Description of Debt Securities—Discharge, defeasance, and covenant defeasance—Defeasance and covenant defeasance will be applicable to the notes.

Events of Default

The events of default with respect to the notes are described in the accompanying prospectus under “Description of Debt Securities—Events of default.”

Book-Entry

We will issue the notes only in book-entry form — *i.e.*, as global notes registered in the name of The Depository Trust Company, New York, New York, or its nominee. The sale of the notes will settle in immediately available funds through DTC. You will not be permitted to withdraw the notes from DTC except in the limited situations described in the accompanying prospectus under “Description of Debt Securities—Book-entry debt securities.”

Investors may hold interests in a global note through organizations that participate, directly or indirectly, in the DTC system. See “Description of Debt Securities—Book entry debt securities” in the accompanying prospectus for additional information about indirect ownership of interests in the notes.

Trustee

U.S. Bank National Association is the trustee under the indenture. Initially, the trustee will also act as the paying agent, registrar and custodian for the notes. In the ordinary course of their businesses, affiliates of the trustee have engaged in commercial banking transactions with us, and may in the future engage in commercial banking and other transactions with us.

CERTAIN MATERIAL UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

The following is a summary of certain of the material United States (“U.S.”) federal income tax consequences of the acquisition, ownership and disposition of the notes. Unless otherwise stated, this summary deals only with initial holders that purchase notes in this offering at the price shown on the cover of this prospectus supplement. This summary also only addresses holders who hold notes as capital assets.

As used herein, “U.S. holders” are any beneficial owners of the notes, that are, for U.S. federal income tax purposes:

(i) citizens or residents of the U.S.,

(ii) corporations (or other entities treated as corporations for U.S. federal income tax purposes) created or organized in, or under the laws of, the U.S., or of any State (or the District of Columbia),

(iii) estates if the income of such estate is subject to U.S. federal income taxation regardless of the source of such income, or

trusts if (a) a court within the U.S. is able to exercise primary supervision over the administration of the trust and (iv) one or more U.S. fiduciaries have the authority to control all substantial decisions of the trust or (b) the trust has a valid election in effect under applicable U.S. Treasury Regulations to be treated as a U.S. person.

As used herein, “non-U.S. holders” are beneficial owners of the notes, other than partnerships, that are not U.S. holders.

If a partnership (or any entity treated as a partnership for U.S. federal income tax purposes) is a beneficial owner of the notes, the U.S. federal income tax treatment of a partner in the partnership will generally depend on the status of the partner and the activities of the partnership. Partnerships and partners in such partnerships should consult their tax advisors about the U.S. federal income tax consequences of acquiring, owning and disposing of the notes.

This summary does not describe all of the U.S. federal income tax consequences that may be relevant to a holder in light of such holder’s particular circumstances. Special rules apply, for example, to:

some financial institutions;

insurance companies;

tax-exempt investors;

brokers or dealers in securities or currencies;

persons holding securities as part of a hedge, straddle, “synthetic security” or other integrated transaction;

U.S. holders whose functional currency is not the U.S. dollar;

U.S. expatriates;

foreign corporations that are classified as “passive foreign investment companies” or “controlled foreign corporations” for U.S. federal income tax purposes; or

persons subject to the alternative minimum tax.

This discussion does not address the tax consequences to non-U.S. holders that are subject to U.S. federal income tax on a net basis on income realized with respect to the notes because such income is effectively connected with the conduct of a U.S. trade or business. Such holders are generally taxed in a manner similar to U.S. holders; however, certain special rules apply. Further, this discussion does not include any description of any federal estate or gift tax consequences or the tax laws of any state, local government or foreign government that may be applicable to the notes.

This summary is based on the Internal Revenue Code of 1986, as amended (the “Code”), the Treasury Regulations promulgated thereunder and administrative and judicial interpretations thereof, all as of the date hereof, and all of which are subject to change or differing interpretations, possibly on a retroactive basis.

You should consult with your own tax advisor regarding the application of U.S. federal tax laws to your particular situation with respect to the acquisition, ownership and disposition of the notes, as well as any tax consequences arising under the laws of any state, local or foreign taxing authority.

Taxation of U.S. Holders

In certain circumstances, the timing and amount of payments otherwise due on the notes may differ from the scheduled payments on the notes (e.g., see “*Description of Notes—Optional Redemption*” and “*Description of Notes—Change of Control Triggering Event*”). Because we are obligated to make such payments under certain circumstances, the notes may be subject to special rules under the Treasury Regulations that are applicable to debt instruments that provide for one or more contingent payments. If the notes were deemed to be contingent payment debt instruments, a U.S. holder might be required to accrue income on the U.S. holder’s notes in excess of stated interest, and would be required to treat as ordinary income, rather than capital gain, any gain realized on the taxable disposition of the notes. Under the Treasury Regulations, however, the special rules applicable to contingent payment debt instruments will not apply if, as of the issue date, the contingencies are either “remote” or “incidental.” We intend to take the position (and this discussion assumes) that such payments are remote or incidental contingencies.

Our determination that such payments are remote or incidental contingencies for these purposes is binding on each holder, unless such holder discloses in the proper manner to the Internal Revenue Service (“IRS”) that it is taking a different position. Our determination is not, however, binding on the IRS, and, if the IRS were to challenge this determination, the tax consequences to a holder could differ materially and adversely from those discussed herein. The remainder of this discussion assumes that the notes are not subject to the rules applicable to contingent payment debt instruments.

Interest income. Payments of stated interest on the notes will be taxable to a U.S. holder as ordinary interest income at the time such payments are accrued or received in accordance with the U.S. holder's regular method of tax accounting for U.S. federal income tax purposes.

Amortizable bond premium. A U.S. holder who purchases a note for an amount greater than its principal amount will be treated as acquiring the note with amortizable bond premium. For this purpose, the purchase price of a note will not include amounts paid in respect of pre-issuance accrued interest. If a U.S. holder acquires a note with amortizable bond premium, the U.S. holder may elect to amortize the premium, under a constant yield method, over the term of the note, which will reduce the amount of interest income required to be included in the U.S. holder's gross income. An election to amortize bond premium applies to all taxable debt instruments then owned by the U.S. holder and may be revoked only with the consent of the IRS.

Original Issue Discount. If the stated redemption price at maturity of a note exceeds the issue price of such note by more than a *de minimis* amount (as explained below), such note will be deemed to have original issue discount ("OID"). The "issue price" of a note will be the first price at which a substantial amount of the notes are sold to the public (i.e., excluding sales to any agent, wholesaler or similar persons) and the "stated redemption price at maturity" of a note is its principal amount. However, a note will not be deemed to have OID if its stated redemption price at maturity exceeds its issue price by less than a *de minimis* amount equal to one-fourth of one percent (0.25%) of its stated redemption price at maturity, multiplied by the number of full years to its maturity. If a note meets this *de minimis* exception, a U.S. holder of that note is generally required to include the *de minimis* OID amount in income (as capital gain), as principal payments are made on the note, unless the U.S. holder elects to apply the constant yield method which otherwise applies to an instrument with more than *de minimis* OID. If the OID on a note is more than *de minimis*, a U.S. holder will be required to include the OID in income for U.S. federal income tax purposes as it accrues, in accordance with a constant yield method based on interest compounding and in advance of the cash payments attributable to the income. Since the issue price of the notes is expected to be at par or within the *de minimis* exception, it is expected, and the rest of this disclosure assumes, that the notes should not be considered to have OID.

Sale, exchange, redemption or retirement of notes. Upon the sale, exchange, redemption, retirement or other taxable disposition of a note, a U.S. holder will generally recognize taxable gain or loss equal to the difference, if any, between (i) the sum of the cash plus the fair market value of all other property received on the disposition and (ii) the U.S. holder's adjusted tax basis in such note. A U.S. holder's adjusted tax basis in the note generally will be the initial purchase price paid therefor, increased by any *de minimis* OID previously included in income under the election described above, and reduced by any bond premium amortized by the U.S. holder. For these purposes, the amount realized on the disposition of the note does not include any amount attributable to accrued but unpaid interest. Amounts attributable to accrued but unpaid interest are treated as interest as described under “– *Interest Income*” above.

Gain or loss recognized on the sale, exchange, redemption, retirement or other disposition of a note will generally be capital gain or loss and will be long-term capital gain or loss if, at the time of the disposition, the note has been held for more than one (1) year. Long-term capital gains of non-corporate U.S. holders are eligible for reduced rates of taxation. For corporate U.S. holders, all capital gains are currently subject to U.S. federal income tax at the same rate as ordinary income. The deductibility of any capital losses is subject to certain limitations.

Information reporting and backup withholding. In general, information reporting requirements will apply to payments of principal and interest on the notes and payments of the proceeds of the sale, exchange, redemption, retirement or other disposition of the notes. Backup withholding may apply to such payments if the U.S. holder fails to comply with certain identification requirements or otherwise fails to establish an exemption from backup withholding. Backup withholding is currently imposed at a rate of 28%. Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules from a payment to a U.S. holder will be allowed as a credit against such holder's U.S. federal income tax liability and may entitle the U.S. holder to a refund, provided that the U.S. holder timely provides the required information to the IRS.

Taxation of Non-U.S. Holders

Non-U.S. holders should consult with their own tax advisors to determine the effect of U.S. federal, state and local and foreign tax laws, as well as income tax treaties, with regard to an investment in the notes, including any reporting requirements.

Interest income. Subject to the discussion below concerning backup withholding, interest paid on a note to a non-U.S. holder that is not engaged in a trade or business in the U.S. generally will not be subject to U.S. federal income or withholding tax provided that:

- (i) the non-U.S. holder does not actually or constructively own 10% or more of the total combined voting power of all classes of our stock entitled to vote;

(ii) the non-U.S. holder is not a controlled foreign corporation that is related to us actually or constructively through stock ownership;

(iii) the non-U.S. holder is not a bank which acquired the note in consideration for an extension of credit made pursuant to a loan agreement entered into in the ordinary course of business; and

either (a) the non-U.S. holder certifies to the payor or the payor's agent, under penalties of perjury, that it is not a U.S. person and provides its name, address, and certain other information on a properly executed IRS Form W-8BEN (or a suitable substitute form) or (b) a securities clearing organization, bank or other financial institution that holds customer securities in the ordinary course of its trade or business and holds the notes in such capacity, certifies to the payor or the payor's agent, under penalties of perjury, that such a statement has been received from the beneficial owner by it or by a financial institution between it and the beneficial owner and, when required, furnishes the payor or the payor's agent with a copy thereof. (The applicable Treasury Regulations also provide alternative methods for satisfying the certification requirements of this clause (iv).)

Interest paid to a non-U.S. holder not satisfying the conditions described above will be subject to U.S. withholding tax at a rate of 30%, unless an income tax treaty applies to reduce or eliminate withholding and the non-U.S. holder provides us with a properly executed IRS Form W-8BEN (or suitable substitute form) claiming the exemption or reduction in withholding.

If a non-U.S. holder holds the note through certain foreign intermediaries or partnerships, such non-U.S. holder and the foreign intermediary or partnership may be required to satisfy certification requirements under applicable Treasury Regulations.

Except to the extent that an applicable income tax treaty otherwise provides, a non-U.S. holder generally will be taxed with respect to interest in the same manner as a U.S. holder if such income is effectively connected with a U.S. trade or business of the non-U.S. holder. Effectively connected income received or accrued by a corporate non-U.S. holder may also, under certain circumstances, be subject to an additional “branch profits” tax at a 30% rate (or, if applicable, at a lower tax rate specified by an applicable income tax treaty). Even though such effectively connected income is subject to income tax, and may be subject to the branch profits tax, it is not subject to withholding tax if the non-U.S. holder delivers a properly executed IRS Form W-8ECI (or successor form) to the payor or the payor’s agent.

Sale, exchange, redemption or retirement of notes. Subject to the discussion below concerning backup withholding, a non-U.S. holder generally will not be subject to U.S. federal income tax on any gain realized on the sale, exchange, redemption, retirement or other disposition of a note unless (i) the gain is effectively connected with a U.S. trade or business of the non-U.S. holder, (ii) in the case of a non-U.S. holder who is an individual, such non-U.S. holder is present in the U.S. for a period or periods aggregating 183 days or more during the taxable year of the disposition and certain other conditions are met, or (iii) the gain represents accrued but unpaid interest not previously included in income, in which case the rules regarding interest income would apply.

Except to the extent that an applicable income tax treaty otherwise provides, if an individual non-U.S. holder falls under clause (i) above, such individual generally will be taxed on the net gain derived from a sale in the same manner as a U.S. holder. If an individual non-U.S. holder falls under clause (ii) above, such individual generally will be subject to a 30% tax on the gain derived from a sale, which may be offset by certain U.S.-related capital losses (notwithstanding the fact that such individual is not considered a resident of the U.S.). Individual non-U.S. holders who have spent (or expect to spend) 183 days or more in the U.S. in the taxable year in which they contemplate a disposition of notes are urged to consult their tax advisors as to the tax consequences of such sale. If a non-U.S. holder that is a foreign corporation falls under clause (i), it generally will be taxed on the net gain derived from a sale in the same manner as a U.S. holder and, in addition, may be subject to the branch profits tax on such effectively connected income at a 30% rate (or such lower rate as may be specified by an applicable income tax treaty).

Information reporting and backup withholding. Generally, we must report annually to the IRS and to each non-U.S. holder the amount of interest paid to such non-U.S. holder and the tax withheld with respect to those payments (if

any). Copies of the information returns reporting such amounts and any withholding may also be made available to the tax authorities in the country in which the non-U.S. holder resides under the provisions of an applicable income tax treaty. U.S. backup withholding will not apply to payments on the notes to a non-U.S. holder if the requirements described in clause (iv) of “—*Interest income*” above are satisfied with respect to the non-U.S. holder, unless the payor has actual knowledge or reason to know that the holder is a U.S. person.

S-23

Information reporting requirements and backup withholding will not apply to any payment of the proceeds of a sale of notes effected outside the U.S. by a foreign office of a “broker” as defined in applicable Treasury Regulations (absent actual knowledge or reason to know that the payee is a U.S. person), unless such broker (i) is a U.S. person as defined in the Code, (ii) is a foreign person that derives 50% or more of its gross income for certain periods from the conduct of a trade or business in the U.S., (iii) is a controlled foreign corporation for U.S. federal income tax purposes or (iv) is a foreign partnership with certain connections to the U.S. Payment of the proceeds of any such sale effected outside the U.S. by a foreign office of any broker that is described in the preceding sentence may be subject to information reporting unless such broker has documentary evidence in its records that the beneficial owner is a non-U.S. holder and certain other conditions are met, or the beneficial owner otherwise establishes an exemption. Payment of the proceeds of any such sale to or through the U.S. office of a broker is subject to information reporting and backup withholding requirements unless the beneficial owner satisfies the requirements described in clause (iv) of “—*Interest Income and Original Issue Discount*” above and certain other conditions are met, or the beneficial owner otherwise establishes an exemption.

Backup withholding is not an additional tax. Any amounts withheld from a payment to a non-U.S. holder under the backup withholding rules will be allowed as a credit against the non-U.S. holder’s U.S. federal income tax liability and may entitle the non-U.S. holder to a refund, provided that the non-U.S. holder timely provides the required information to the IRS. Non-U.S. holders should consult their tax advisors regarding the application of information reporting and backup withholding in their particular situations, the availability of an exemption from backup withholding and the procedure for obtaining such an exemption, if available.

Medicare Tax on Investment Income

A 3.8% Medicare tax is generally imposed with respect to “net investment income” above a certain threshold of certain U.S. citizens and residents, and on the undistributed “net investment income” of certain estates and trusts. Among other things, net investment income generally includes gross income from interest on, and net gains from the disposition, of the notes, less certain deductions. Holders are urged to consult their tax advisors with respect to the tax consequences of this legislation.

The U.S. federal income tax discussion set forth above is included for general information only, is not relevant to all prospective holders, and is not tax advice. The discussion may not be applicable depending upon a holder’s particular situation. Prospective holders should consult their tax advisors with respect to the tax consequences to them of the acquisition, ownership and disposition of the notes, including the tax consequences under state, local, foreign and other tax laws and the possible effects of changes in U.S. federal income or other tax laws.

TO ENSURE COMPLIANCE WITH INTERNAL REVENUE SERVICE CIRCULAR 230, HOLDERS ARE HEREBY NOTIFIED THAT: (A) ANY DISCUSSION OF FEDERAL TAX ISSUES IN THIS PROSPECTUS

IS NOT INTENDED OR WRITTEN BY J.B. HUNT TO BE RELIED UPON, AND CANNOT BE RELIED UPON BY HOLDERS FOR THE PURPOSES OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON HOLDERS UNDER THE INTERNAL REVENUE CODE; (B) SUCH DISCUSSION IS WRITTEN TO SUPPORT THE PROMOTION OR MARKETING OF THE TRANSACTIONS AND THE NOTES ADDRESSED HEREIN; AND (C) HOLDERS SHOULD SEEK ADVICE BASED ON THEIR PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

S-24

UNDERWRITING

Subject to the terms and conditions of the underwriting agreement, the underwriters named below, through their representatives J.P. Morgan Securities LLC, Goldman, Sachs & Co. and Morgan Stanley & Co. LLC, have severally agreed to purchase from us the following respective principal amounts of notes listed opposite their name below at the public offering price less the underwriting discounts and commissions set forth on the cover page of this prospectus supplement:

Underwriters	Principal Amount of Notes	Principal Amount of Notes
J.P. Morgan Securities LLC	\$	\$
Goldman, Sachs & Co.		
Morgan Stanley & Co. LLC		
Total	\$	\$

The underwriting agreement provides that the obligations of the several underwriters to purchase the notes offered hereby are subject to certain conditions precedent and that the underwriters will purchase all of the notes offered by this prospectus supplement if any of these notes are purchased.

We have been advised by the representatives of the underwriters that the underwriters propose to offer the notes to the public at the public offering price set forth on the cover page of this prospectus supplement and to dealers at a price that represents a concession not in excess of % of the principal amount of the notes and of % of the principal amount of the notes. The underwriters may allow, and these dealers may re-allow, a concession of not more than % of the principal amount of the notes and % of the principal amount of the notes to other dealers. After the initial public offering, representatives of the underwriters may change the offering price and other selling terms.

In addition, we estimate that our share of the total expenses of this offering, excluding underwriting discounts and commissions, will be approximately \$.

We have agreed to indemnify the underwriters against some specified types of liabilities, including liabilities under the Securities Act of 1933, as amended, and to contribute to payments the underwriters may be required to make in respect of any of these liabilities.

Each series of the notes is a new issue of securities as to which there is currently no market. We do not intend to apply for listing of the notes on any national securities exchange or for quotation of the notes on any automated dealer quotation system. We have been advised by the underwriters that they presently intend to make a market in the notes. However, they are under no obligation to do so and may discontinue any market-making activities at any time without notice to, or the consent of, noteholders. We cannot assure you that an active market for the notes will develop or, if it develops, will continue or be liquid. If an active trading market for the notes does not develop or continue, the market price and liquidity of the notes will be negatively affected.

In connection with this offering, the underwriters may purchase and sell the notes in the open market. These transactions may include short sales, purchases to cover positions created by short sales and stabilizing transactions.

Short sales involve the sale by the underwriters of a greater principal amount of notes than they are required to purchase in this offering, which creates a short position for the underwriters. The underwriters may close out any short position by purchasing notes in the open market. A short position is more likely to be created if underwriters are concerned that there may be downward pressure on the price of the notes in the open market prior to the completion of this offering.

Stabilizing transactions consist of various bids for or purchases of the notes made by the underwriters in the open market prior to the completion of this offering.

Purchases to cover a short position and stabilizing transactions may have the effect of preventing or slowing a decline in the market price of the notes. Additionally, these purchases may stabilize, maintain or otherwise affect the market price of the notes. As a result, the price of the notes may be higher than the price that might otherwise exist in the open market. These transactions may be effected in the over-the-counter market or otherwise.

We have agreed not to offer, sell, contract to sell or otherwise dispose of any securities of the company (or guaranteed by the company) or the initial guarantor (or guaranteed by the initial guarantor) that are substantially similar to the notes from the date of this prospectus supplement until 90 days after the closing of this offering without the prior written consent of each of J.P. Morgan Securities LLC, Goldman, Sachs & Co. and Morgan Stanley & Co. LLC.

Other Relationships

The underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment, hedging, financing and brokerage activities. Certain of the underwriters and their respective affiliates have, from time to time, performed, and may in the future perform, various financial advisory and investment banking services for the issuer, for which they received or will receive customary fees and expenses.

Affiliates of certain of the underwriters are parties to and lenders under our revolving credit agreement. This credit agreement was negotiated on an arms-length basis and contains customary terms pursuant to which the lenders receive customary fees. A portion of the net proceeds of this offering will be used to reduce our indebtedness to such lenders under our revolving credit agreement. No affiliate of any of the underwriters will receive 5% or more of the net proceeds from this offering.

In the ordinary course of their respective various business activities, the underwriters and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers, and such investment and securities activities may involve securities and/or instruments of ours. The underwriters and their respective affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or instruments and may at any time hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

Selling Restrictions

Notice to Prospective Investors in the EEA

This prospectus supplement and the accompanying prospectus is not a prospectus for the purposes of the Prospectus Directive (as defined below).

In relation to each Member State of the European Economic Area (the “EEA”) which has implemented the Prospectus Directive (each, a “Relevant Member State”) an offer to the public of any notes which are the subject of the offering contemplated by this prospectus supplement (the “Notes”) may not be made in that Relevant Member State except that an offer to the public in that Relevant Member State of any Notes may be made under the following exemptions under the Prospectus Directive, with the effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State:

- (a) to any legal entity which is a qualified investor as defined in the Prospectus Directive;

to fewer than 100 or, if the Relevant Member State has implemented the relevant provisions of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive) as permitted under the Prospective Directive subject to obtaining the prior consent of the relevant underwriter or underwriters nominated by JBHT for any such offer; or

(c) in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Notes shall result in a requirement for the publication by JBHT or any underwriter of a prospectus pursuant to Article 3 of the Prospectus Directive.

Any person making or intending to make any offer of Notes within the EEA should only do so in circumstances in which no obligation arises for us or any of the underwriters to produce a prospectus for such offer. Neither we nor the underwriters have authorized, nor do they authorize, the making of any offer of Notes through any financial intermediary, other than offers made by the underwriters which constitute the final offering of Notes contemplated in this prospectus supplement.

For the purposes of this provision and the buyer's representation below, the expression an "offer to the public" in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and any Notes to be offered so as to enable an investor to decide to purchase or subscribe any Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State, the expression "Prospectus Directive" means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in the Relevant Member State and the expression "2010 PD Amending Directive" means Directive 2010/73/EU.

Each person in a Relevant Member State who receives any communication in respect of, or who acquires, any Notes will be deemed to have represented, warranted and agreed to and with JBHT and each underwriter that:

(A) it is a "qualified investor" within the meaning of the law in that Relevant Member State implementing Article 2(1)(e) of the Prospectus Directive; and

(B) in the case of any Notes acquired by it as a financial intermediary, as that term is used in Article 3(2) of the Prospectus Directive, (i) the Notes acquired by it in the offering have not been acquired on behalf of, nor have they been acquired with a view to their offer or resale to, persons in any Relevant Member State other than "qualified investors" (as defined in the Prospectus Directive), or in circumstances in which the prior consent of the representatives have been given to the offer or resale; or (ii) where Notes have been acquired by it on behalf of persons in any Relevant Member State other than qualified investors, the offer of those Notes to it is not treated

under the Prospectus Directive as having been made to such persons.

Notice to Prospective Investors in the United Kingdom

Any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (the “FSMA”)), in connection with the issue or sale of the Notes, has only been, and will only be, communicated or caused to be communicated in circumstances in which Section 21(1) of the FSMA does not apply to JBHT or the initial guarantor.

Anything done in relation to the Notes in, from or otherwise involving the United Kingdom, has been, and may only be done, in compliance with all applicable provisions of the FSMA.

S-27

This prospectus supplement is being distributed only to, and is directed only at, and any offer subsequently made may only be directed at persons who are “qualified investors” (as defined in the Prospectus Directive) and (i) investment professionals falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the “Order”) or (ii) high net worth companies or persons to whom it may otherwise be lawfully communicated falling within Article 49(2)(a) to (d) of the Order or (iii) other persons to whom it may be lawfully communicated in accordance with the Order (all such persons together being referred to as “relevant persons”). This prospectus supplement must not be acted on or relied on in the United Kingdom by persons who are not relevant persons. In the United Kingdom, any investment or investment activity to which this prospectus supplement relates is only available to, and will be engaged in with, relevant persons.

LEGAL MATTERS

The validity of the notes and guarantees will be passed upon for us by Mitchell, Williams, Selig, Gates & Woodyard, P.L.L.C., Little Rock, Arkansas. Sidley Austin LLP, New York, New York, will act as counsel to the underwriters.

PROSPECTUS

J.B. HUNT TRANSPORT SERVICES, INC.

Debt Securities

J.B. HUNT TRANSPORT, INC.

Guarantees of Debt Securities

J.B. Hunt Transport Services, Inc. may offer and sell from time to time, in one or more offerings, debt securities at prices and on terms determined at the time of any such offering. The debt securities may be guaranteed by J.B. Hunt Transport, Inc., a wholly owned subsidiary of J.B. Hunt Transport Services, Inc. We may offer and sell debt securities to or through one or more underwriters, dealers and agents, or directly to purchasers, on a continuous or delayed basis.

Each time debt securities are sold, we will provide one or more supplements to this prospectus that will contain additional information about the specific offering and the terms of the securities being offered. The supplements may also add, update or change information contained in this prospectus. You should carefully read this prospectus and any accompanying prospectus supplement before you invest in any of our securities.

Investing in the securities involves risks. See “Risk Factors” on page 4 of this prospectus.

Neither the Securities and Exchange Commission nor any state or other securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

This prospectus may not be used to sell securities unless accompanied by a prospectus supplement.

This prospectus is dated February 27, 2014

You should rely only on the information contained in or incorporated by reference in this prospectus, any accompanying prospectus supplement or any free writing prospectus filed by us with the Securities and Exchange Commission, or the SEC. We have not authorized anyone to provide you with any different or additional information, and if anyone provides you such information you should not rely on it. We are not making an offer to sell these securities in any jurisdiction where the offer or sale is not permitted. You should not assume that the information contained in this prospectus, any accompanying prospectus supplement or any such free writing prospectus is accurate as of any date other than the date on the front of such document. Any information incorporated by reference in this prospectus, any accompanying prospectus supplement or any such free writing prospectus is accurate only as of the date of the document incorporated by reference. Our business, financial condition, liquidity, results of operations and prospects may have changed since those dates.

TABLE OF CONTENTS

Page

About This Prospectus	1
Where You Can Find More Information	2
Incorporation of Certain Documents by Reference	2
Forward-Looking Statements	3
The Company	4
Risk Factors	4
Use of Proceeds	4
Ratio of Earnings to Fixed Charges	5
Description of Debt Securities	5
Plan of Distribution	22
Legal Matters	22

Experts

23

i

ABOUT THIS PROSPECTUS

This prospectus is part of an automatic shelf registration statement that we filed with the SEC, as a “well-known seasoned issuer” as defined in Rule 405 under the Securities Act of 1933, as amended, or the Securities Act. By using an automatic shelf registration statement, we may, at any time and from time to time, sell debt securities, which may or may not be guaranteed, under this prospectus in one or more offerings in an unlimited amount. As allowed by the SEC rules, this prospectus does not contain all of the information included in the registration statement. For further information, we refer to the registration statement, including its exhibits. Statements contained in this prospectus about the provisions or contents of any agreement or other document are not necessarily complete. If the SEC’s rules and regulations require that an agreement or document be filed as an exhibit to the registration statement, please see that agreement or document for a complete description thereof.

This prospectus provides you with a general description of the securities we may offer. Each time we us