

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

**FORM 8-K**

**CURRENT REPORT**

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

Date of Report (Date of earliest event reported): **September 23, 2021**

**UNIQUE LOGISTICS INTERNATIONAL, INC.**

(Exact name of registrant as specified in its charter)

**Nevada**

(State or other jurisdiction  
of incorporation)

**000-50612**

(Commission  
File Number)

**01-0721929**

(IRS Employer  
Identification No.)

**154-09 146th Ave., Jamaica, NY11434**

(Address of principal executive offices, including zip code)

**(718) 978-2000**

(Registrant's telephone number, including area code)

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

- Written communication pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

| Title of each class | Trading Symbol(s) | Name of each exchange on which registered |
|---------------------|-------------------|---|
| N/A                 | N/A               | N/A                                       |

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company

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

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

As previously disclosed in the Current Report on Form 8-K filed with the Securities and Exchange Commission (the "SEC") by Unique Logistics International, Inc. (the "Company") on April 7, 2021, the Company entered into an Amended and Restated Promissory Note (the "Amended and Restated Note") with an accredited investor (the "Investor"), pursuant to which the Company and the Investor amended and restated in its entirety that certain promissory note, issued to the Investor on March 19, 2020 (the "Original Note"). The Amended and Restated Note were to mature on June 15, 2021 (the "Maturity Date").

As previously disclosed in the Current Report on Form 8-K filed with the SEC by the Company on July 22, 2021, the Company entered into a First Amendment to the Amended and Restated Note (the "First Amendment") with the Investor pursuant to which the Company and the Investor agreed to extend the maturity date of the Amended and Restated Note by deleting "June 15, 2021" in the first paragraph of the Amended and Restated Note and replacing the same with "October 31, 2021."

On September 23, 2021, the Company entered into a Second Amendment to the Amended and Restated Note (the "Second Amendment") with the Investor pursuant to which the Company and the Investor agreed to extend the maturity date of the Amended and Restated Note by deleting "October 31, 2021" in the first paragraph of the Amended and Restated Note and replacing the same with "December 31, 2021."

A copy of the Second Amendment is included as Exhibit 4.1 to this Current Report on Form 8-K and is hereby incorporated by reference. All references to the Second Amendment are qualified, in their entirety, by the text of such exhibit.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits.

| Exhibit No. | Description   |
|-------------|---|
| Exhibit 4.1 | <a href="#">Second Amendment to Amended and Restated Promissory Note dated September 23, 2021</a> |

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**SIGNATURES**

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

**UNIQUE LOGISTICS INTERNATIONAL, INC.**

Dated: September 28, 2021

By: /s/ Sunandan Ray  
Sunandan Ray  
Chief Executive Officer

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**SECOND AMENDMENT TO  
AMENDED AND RESTATED PROMISSORY NOTE**

This SECOND AMENDMENT TO AMENDED AND RESTATED PROMISSORY NOTE (this "Second Amendment") is entered into as of September 23, 2021, by and between UNIQUE LOGISTICS INTERNATIONAL INC., a corporation incorporated under the laws of the State of Nevada (the "Company"), and TRILLIUM PARTNERS, L.P., a limited partnership organized and existing under the laws of the state of Delaware (the "Lender") and further amends that certain AMENDED AND RESTATED PROMISSORY NOTE, dated April 7, 2021, as amended July 22, 2021, made by Company in favor of Lender (the "Original Note").

**RECITALS**

- A. WHEREAS, the Company has requested that the Lender extend the maturity date of the note from October 31, 2021 to December 31, 2021 to provide Company with additional time for payment;
- B. WHEREAS, the Lender agrees that it would be in its best interest to extend the maturity date of the Original Note and to amend the Original Note accordingly with effect from October 31, 2021;
- C. WHEREAS, in consideration of the extension of the maturity date, the Company has agreed to immediately add \$150,000 to the principal balance of the Original Note;

**AGREEMENT**

NOW THEREFORE, for adequate consideration the sufficiency of which is acknowledged by the signatures of the parties hereto, the parties to this Second Amendment agree as follows:

The first paragraph of the Original Note is amended to delete "October 31, 2021" and replace the same with "December 31, 2021"

The principal balance of the Original Note is hereby immediately and irrevocably increased by \$150,000. The parties hereby acknowledge and agree that the new principal balance upon the date hereof shall be \$1,225,000, consisting of \$1,000,000 of principal pursuant to the Original Note as of April 7, 2021, \$75,000 of additional principal pursuant to the first amendment as of July 22, 2021, and \$150,000 of additional principal pursuant to this Second Amendment. The principal balance shall accrue interest following the date hereof pursuant to the terms and conditions contained in the Original Note.

The parties hereto have executed this Second Amendment effective as of September 23, 2021.

[SIGNATURE PAGE FOLLOWS]

**COMPANY:**

UNIQUE LOGISTICS INTERNATIONAL INC.

By: /s/ Sunandan Ray  
Name: Sunandan Ray  
Title CEO

**LENDER:**

TRILLIUM PARTNERS, L.P.

By: /s/ Stephen Hicks  
Name: Stephen Hicks  
Title Mgr of GP