

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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **October 7, 2024**

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, NY 11434**
(Address of Principal Executive Offices)

(718) 978-2000
Registrant's telephone number, including area code

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

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
None	None	None

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

Emerging growth company

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

Item 1.01 Amendment to a Material Definitive Agreement.

Amendment to ULHL Promissory Notes

As previously announced, on February 21, 2023, Unique Logistics International, Inc., a Nevada corporation (“Unique” or the “Company”), issued to Unique Logistics Holdings Limited, a Hong Kong corporation (“ULHL”), promissory notes, as amended, with the following original principal amounts: (i) \$2,000,000 (the “Second Net Assets Note”), (ii) \$1,000,000 (the “Original Seller Note”), and (iii) \$1,000,000 (the “ULHL Note”), respectively. Further, on March 5, 2024, the Company issued ULHL (i) a promissory note in the aggregate principal amount of \$2,500,000 (“Note 11”) and (ii) a promissory note in the aggregate principal amount of \$3,400,000 (“Note 12”).

On October 7, 2024, the Company and ULHL amended the ULHL Note (the “Amended ULHL Note”) to extend the maturity date thereof from June 30, 2025 to December 31, 2025. Further, on October 7, 2024, the Company and ULHL amended the Second Net Assets Note (the “Amended Second Net Assets Note”), the Original Seller Note (the “Amended Original Seller Note”), Note 11 (“Note 11 Amendment”) and Note 12 (“Note 12 Amendment”), to extend the maturity dates on each of these promissory notes from June 30, 2025 to December 31, 2025.

Amendment to FTS Promissory Note

On February 21, 2023, the Company entered into a related-party transaction with Frangipani Trade Services, Inc. (“FTS”) (the “FTS Purchase Agreement”). FTS is owned by the Chief Executive Officer of the Company. Pursuant to the FTS Purchase Agreement, the Company issued a promissory note to FTS in the principal amount of \$500,000, bearing no interest with a maturity date of February 21, 2025 (the “FTS Promissory Note”). On October 7, 2024, the Company and FTS amended the FTS Promissory Note (the “FTS Promissory Note Amendment”), which extended the maturity date thereof from February 21, 2025 to December 31, 2025.

The foregoing descriptions of Note 11 Amendment, Note 12 Amendment, the Amended Second Net Assets Note, the Amended Original Seller Note, the Amended ULHL Note and the FTS Promissory Note Amendment do not purport to be complete and are qualified in their entirety by reference to Note 11 Amendment, Note 12 Amendment, the Amended Second Net Assets Note, the Amended Original Seller Note, the Amended ULHL Note and the FTS Promissory Note Amendment, copies of which are filed as Exhibit 10.1, Exhibit 10.2, Exhibit 10.3, Exhibit 10.4, Exhibit 10.5 and Exhibit 10.6, respectively, to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01. Exhibits.

(d) Exhibits

Exhibit No.	Exhibit
10.1	Note 11 Amendment, dated as of October 7, 2024, by and between Unique Logistics International, Inc. and Unique Logistics Holdings Limited.
10.2	Note 12 Amendment, dated as of October 7, 2024, by and between Unique Logistics International, Inc. and Unique Logistics Holdings Limited
10.3	Amended Second Net Assets Note, dated as of October 7, 2024, by and between Unique Logistics International, Inc. and Unique Logistics Holdings Limited
10.4	Amended Original Seller Note, dated as of October 7, 2024, by and between Unique Logistics International, Inc. and Unique Logistics Holdings Limited
10.5	Amended ULHL Note, dated as of October 7, 2024, by and between Unique Logistics International, Inc. and Unique Logistics Holdings Limited
10.6	FTS Promissory Note Amendment, dated as of October 7, 2024, by and between Unique Logistics International, Inc. and Frangipani Trade Services, Inc.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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: October 10, 2024

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

AMENDMENT
TO
PROMISSORY NOTE

THIS AMENDMENT TO PROMISSORY NOTE (this "Amendment"), dated as of October 2, 2024, by and between Unique Logistics International, Inc., a Nevada corporation (the "Maker"), and Unique Logistics Holdings Limited, a Hong Kong corporation ("ULHL"), or its successors, assigns or other subsequent noteholder, as the case may be (the "Noteholder").

Reference is hereby made to that certain Promissory Note dated March 5, 2024, issued by the Maker in favor of ULHL in the original principal amount of \$2,500,000 (the "Note"); all capitalized terms used herein but not otherwise defined herein shall have the respective meanings set forth in the Note.

WHEREAS, the Maker and ULHL desire hereby to amend the Note to extend the Maturity Date from June 30, 2025 to December 31, 2025.

NOW, THEREFORE, for other good and valuable consideration, the parties hereto hereby agree as follows:

ARTICLE I: AMENDMENT OF AGREEMENT

Section 1.1 Amendments. Subject to the terms and conditions contained herein, Maker and ULHL hereby amend the Note as follows:

1.1.1 The definition of "Maturity Date" appearing in Section 1.1 of the Note shall be hereby amended by elimination of "June 30, 2025" and insertion in lieu thereof of "December 31, 2025." All references to the Maturity Date hereafter shall refer to December 31, 2025.

ARTICLE II: MISCELLANEOUS

Section 2.1 Miscellaneous Provisions Governing this Amendment.

2.1.1 Except as specifically modified and amended herein, all other terms, conditions and covenants contained in the Note shall remain in full force and effect.

2.1.2 All references to the "Note" shall mean the Note as hereby amended.

2.1.3 This Amendment may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

2.1.4 This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

2.1.5 This Note and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Note and the transactions contemplated hereby, shall be governed by the laws of the State of New York, without regard to any conflict of law provisions thereof.

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

MAKER

Unique Logistics International, Inc., a
Nevada corporation

By: 

Name: SUNANDAN RAY

Title: CEO

ULHL/NOTEHOLDER:

Unique Logistics Holdings Limited, a
Hong Kong corporation

By: 

Name: RICHARD LEUNG CHI TAK

Title: CEO

AMENDMENT
TO
PROMISSORY NOTE

THIS AMENDMENT TO PROMISSORY NOTE (this "Amendment"), dated as of October 1, 2024, by and between Unique Logistics International, Inc., a Nevada corporation (the "Maker"), and Unique Logistics Holdings Limited, a Hong Kong corporation ("ULHL"), or its successors, assigns or other subsequent noteholder, as the case may be (the "Noteholder").

Reference is hereby made to that certain Promissory Note dated March 5, 2024, issued by the Maker in favor of ULHL in the original principal amount of \$3,400,000 (the "Note"); all capitalized terms used herein but not otherwise defined herein shall have the respective meanings set forth in the Note.

WHEREAS, the Maker and ULHL desire hereby to amend the Note to extend the Maturity Date from June 30, 2025 to December 31, 2025.

NOW, THEREFORE, for other good and valuable consideration, the parties hereto hereby agree as follows:

ARTICLE I: AMENDMENT OF AGREEMENT

Section 1.1 Amendments. Subject to the terms and conditions contained herein, Maker and ULHL hereby amend the Note as follows:

1.1.1 The definition of "Maturity Date" appearing in Section 1.1 of the Note shall be hereby amended by elimination of "June 30, 2025" and insertion in lieu thereof of "December 31, 2025." All references to the Maturity Date hereafter shall refer to December 31, 2025.

ARTICLE II: MISCELLANEOUS

Section 2.1 Miscellaneous Provisions Governing this Amendment.

2.1.1 Except as specifically modified and amended herein, all other terms, conditions and covenants contained in the Note shall remain in full force and effect.

2.1.2 All references to the "Note" shall mean the Note as hereby amended.

2.1.3 This Amendment may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

2.1.4 This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

2.1.5 This Note and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Note and the transactions contemplated hereby, shall be governed by the laws of the State of New York, without regard to any conflict of law provisions thereof.

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

MAKER

Unique Logistics International, Inc., a Nevada corporation

By: 

Name: SUNANWAN RAY

Title: CEO

ULHL/NOTEHOLDER:

Unique Logistics Holdings Limited, a Hong Kong corporation

By: 

Name: RICHARD LEE CHITAK

Title: CEO

THIRD AMENDMENT
TO
PROMISSORY NOTE

THIS THIRD AMENDMENT TO PROMISSORY NOTE (this "Amendment"), dated as of October 9, 2024, by and between Unique Logistics International, Inc., a Nevada corporation (the "Maker"), and Unique Logistics Holdings Limited, a Hong Kong corporation ("ULHL"), or its successors, assigns or other subsequent noteholder, as the case may be (the "Noteholder").

Reference is hereby made to that certain Promissory Note dated February 21, 2023, issued by the Maker in favor of ULHL in the original principal amount of \$2,000,000, and as amended by that certain amendment on October 9, 2023 and further amended by that certain amendment on March 5, 2024 (the "Note"); all capitalized terms used herein but not otherwise defined herein shall have the respective meanings set forth in the Note.

WHEREAS, the Maker and ULHL desire hereby to amend the Maturity Date from June 30, 2025 to December 31, 2025.

NOW, THEREFORE, for other good and valuable consideration, the parties hereto hereby agree as follows:

ARTICLE I: AMENDMENT OF AGREEMENT

Section 1.1 Amendments. Subject to the terms and conditions contained herein, Maker and ULHL hereby amend the Note as follows:

1.1.1 The definition of "Maturity Date" appearing in Section 1.1 of the Note shall be hereby amended by elimination of "June 30, 2025" and insertion in lieu thereof of "December 31, 2025." All references to the Maturity Date hereafter shall refer to December 31, 2025.

ARTICLE II: MISCELLANEOUS

Section 2.1 Miscellaneous Provisions Governing this Amendment.

2.1.1 Except as specifically modified and amended herein, all other terms, conditions and covenants contained in the Note shall remain in full force and effect.

2.1.2 All references to the "Note" shall mean the Note as hereby amended.

2.1.3 This Amendment may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

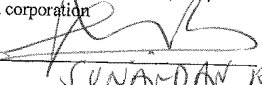
2.1.4 This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

2.1.5 This Note and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Note and the transactions contemplated hereby, shall be governed by the laws of the State of New York, without regard to any conflict of law provisions thereof.

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

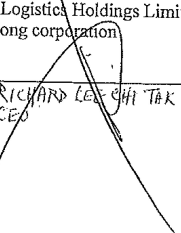
MAKER

Unique Logistics International, Inc., a
Nevada corporation

By: 
Name: SUNANDAN RAY
Title: CEO

ULHL/NOTEHOLDER:

Unique Logistics Holdings Limited, a
Hong Kong corporation

By: 
Name: RICHARD LE CHI TAK
Title: CEO

SECOND AMENDMENT
TO
PROMISSORY NOTE

THIS AMENDMENT TO PROMISSORY NOTE (this “Amendment”), dated as of October __, 2024, by and between Unique Logistics International, Inc., a Nevada corporation (the “Maker”), and Unique Logistics Holdings Limited, a Hong Kong corporation (“ULHL”), or its successors, assigns or other subsequent noteholder, as the case may be (the “Noteholder”).

Reference is hereby made to that certain Promissory Note dated February 21, 2023, issued by the Maker in favor of ULHL in the original principal amount of \$1,000,000, and as amended by that certain amendment on September 8 (the “Note”); all capitalized terms used herein but not otherwise defined herein shall have the respective meanings set forth in the Note.

WHEREAS, the Maker and ULHL desire hereby to amend the Note to revise the Maturity Date to December 31, 2025.

NOW, THEREFORE, for other good and valuable consideration, the parties hereto hereby agree as follows:

ARTICLE I: AMENDMENT OF AGREEMENT

Section 1.1 Amendments. Subject to the terms and conditions contained herein, Maker and ULHL hereby amend the Note as follows:

1.1.1 The definition of “Maturity Date” appearing in Section 1.1 of the Note shall be hereby amended by elimination of “mature and payment shall become due twelve months after receipt of the Vietnam Approvals” and insertion in lieu thereof of “become due and payable on December 31, 2025.” All references to the Maturity Date hereafter shall refer to December 31, 2025.

ARTICLE II: MISCELLANEOUS

Section 2.1 Miscellaneous Provisions Governing this Amendment.

2.1.1 Except as specifically modified and amended herein, all other terms, conditions and covenants contained in the Note shall remain in full force and effect.

2.1.2 All references to the “Note” shall mean the Note as hereby amended.

2.1.3 This Amendment may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

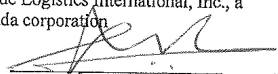
2.1.4 This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

2.1.5 This Note and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Note and the transactions contemplated hereby, shall be governed by the laws of the State of New York, without regard to any conflict of law provisions thereof.

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

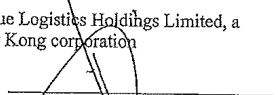
MAKER

Unique Logistics International, Inc., a
Nevada corporation

By: 
Name: SUNANDAN RAY
Title: CEO

ULHL/NOTEHOLDER:

Unique Logistics Holdings Limited, a
Hong Kong corporation

By: 
Name: RICHARD LEE CHI TAK
Title: CEO

SECOND AMENDMENT
TO
PROMISSORY NOTE

THIS SECOND AMENDMENT TO PROMISSORY NOTE (this "Amendment"), dated as of October 1, 2024, by and between Unique Logistics International, Inc., a Nevada corporation (the "Maker"), and Unique Logistics Holdings Limited, a Hong Kong corporation ("ULHL"), or its successors, assigns or other subsequent noteholder, as the case may be (the "Noteholder").

Reference is hereby made to that certain Promissory Note dated February 21, 2023, issued by the Maker in favor of ULHL in the principal amount of \$1,053,000, and as amended by that certain amendment on March 6, 2024 (the "Note"); all capitalized terms used herein but not otherwise defined herein shall have the respective meanings set forth in the Note.

WHEREAS, the Maker and ULHL desire hereby to amend the Note to extend the Maturity Date from June 30, 2025 to December 31, 2025.

NOW, THEREFORE, for other good and valuable consideration, the parties hereto hereby agree as follows:

ARTICLE I: AMENDMENT OF AGREEMENT

Section 1.1 Amendments. Subject to the terms and conditions contained herein, Maker and ULHL hereby amend the Note as follows:

1.1.1 The definition of "Maturity Date" appearing in Section 1.1 of the Note shall be hereby amended by elimination of "June 30, 2025" and insertion in lieu thereof of "December 31, 2025." All references to the Maturity Date hereafter shall refer to December 31, 2025.

ARTICLE II: MISCELLANEOUS

Section 2.1 Miscellaneous Provisions Governing this Amendment.

2.1.1 Except as specifically modified and amended herein, all other terms, conditions and covenants contained in the Note shall remain in full force and effect.

2.1.2 All references to the "Note" shall mean the Note as hereby amended.

2.1.3 This Amendment may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

2.1.4 This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

2.1.5 This Note and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Note and the transactions contemplated hereby, shall be governed by the laws of the State of New York, without regard to any conflict of law provisions thereof.

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

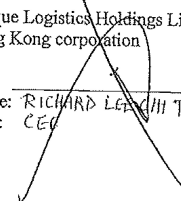
MAKER

Unique Logistics International, Inc., a Nevada corporation

By: 
Name: SUMANGYAN RAY
Title: CEO

ULHL/NOTEHOLDER:

Unique Logistics Holdings Limited, a Hong Kong corporation

By: 
Name: RICHARD LEUNG TAK
Title: CEO

**AMENDMENT
TO
PROMISSORY NOTE**

THIS AMENDMENT TO PROMISSORY NOTE (this “**Amendment**”), dated as of October __, 2024, by and between Unique Logistics International, Inc., a Nevada corporation (the “**Maker**”), and Frangipani Trade Services, Inc., a New York corporation (“**FTS**”), or its successors, assigns or other subsequent noteholder, as the case may be (the “**Noteholder**”).

Reference is hereby made to that certain Promissory Note dated February 21, 2023, issued by the Maker in favor of FTS in the original principal amount of \$500,000 (the “**Note**”); all capitalized terms used herein but not otherwise defined herein shall have the respective meanings set forth in the Note.

WHEREAS, the Maker and FTS desire hereby to amend the Note to extend the Maturity Date from February 21, 2025 to December 31, 2025.

NOW, THEREFORE, for other good and valuable consideration, the parties hereto hereby agree as follows:

ARTICLE I: AMENDMENT OF AGREEMENT

Section 1.1 Amendments. Subject to the terms and conditions contained herein, Maker and FTS hereby amend the Note as follows:

1.1.1 The definition of “**Maturity Date**” appearing in Section 1.1 of the Note shall be hereby amended by elimination of “the second anniversary of the date hereof” and insertion in lieu thereof of “December 31, 2025.” All references to the Maturity Date hereafter shall refer to December 31, 2025.

ARTICLE II: MISCELLANEOUS

Section 2.1 Miscellaneous Provisions Governing this Amendment.

2.1.1 Except as specifically modified and amended herein, all other terms, conditions and covenants contained in the Note shall remain in full force and effect.

2.1.2 All references to the “**Note**” shall mean the Note as hereby amended.

2.1.3 This Amendment may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

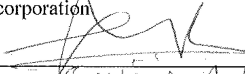
2.1.4 This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

2.1.5 This Note and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Note and the transactions contemplated hereby, shall be governed by the laws of the State of New York, without regard to any conflict of law provisions thereof.

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

MAKER

Unique Logistics International, Inc., a
Nevada corporation

By: 
Name: SUNANDAN ROY
Title: CEO

NOTEHOLDER:

Frangipani Trade Services, a New York
corporation

By: _____
Name: _____
Title: _____